



Marin County Transit District Board of Directors

Monday, August 5, 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 or use the comment form at www.marintransit.org/meetings. Submit your comments no later than **5:00 P.M. Sunday, August 4, 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
- All Marin Transit public meetings are conducted in accessible locations.
- Documents are available in accessible formats or additional languages by request. If you require translation or other accommodation, call (415) 226-0855 or 711. Requests must be received no less than five working days prior to the meeting.
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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

Convene in Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 1075 Francisco Blvd East, San Rafael, CA, APNs 009-191-37 and 009-191-38

Agency negotiators: Kerry Gerchow/Stephen Raab, Deputy County Counsel, Marin County; Nancy Whelan, General Manager, Marin Transit; Deborah Miller, Outside Legal Counsel, Shute, Mihaly & Weinberger LLP

Negotiating parties: Marin Hospitality Inc.

Under negotiation: Price and terms of payment

Report from Closed Session

- 1. Consider approval of Directors request to participate remotely and utilize Just Cause or Emergency Circumstance per AB 2449**
- 2. Open Time for Public Expression**
(Limited to two minutes per speaker on items not on the District's agenda)
- 3. Board of Directors' Matters**
- 4. General Manager's Report**
 - a. General Manager's Oral Report
 - b. [Monthly Monitoring Report: May 2024](#)
- 5. Consent Calendar**
 - a. [Minutes for June 3, 2024 Board Meeting](#)
 - b. [Federal Legislative Report](#)
 - c. [Resolution for Restatement of Marin County Transit District Governmental 457\(b\)](#)
 - d. [Adopt the 2021 Metropolitan Transportation Commission Multi-Jurisdictional Hazard Mitigation Plan](#)
 - e. [Fuel Sales Service Agreement Between the Marin County Transit District and the County of Marin](#)
 - f. [Appointment of a Representative and Alternates to the Marin Emergency Radio Authority Board of Directors](#)

Recommended Action: Approve.

- 6. [Approve the Purchase of Property at 1075 Francisco Blvd East, San Rafael for \\$14 Million; Authorize Spending \\$425,000 for Due Diligence, Closing, and Related Costs; Determine That the Proposed Acquisition Only of the Site is Not Subject to the California](#)**

[Environmental Quality Act \(CEQA\) Under Section 15004\(b\)\(2\)\(A\) \(Land Acquisition Contingent on Future CEQA Compliance\) and 15061\(b\)\(3\) \(Common Sense Exemption\), and is Exempt From CEQA Pursuant to CEQA Guidelines Section 15301 \(Class 1\) \(Existing Facilities\); and Adopt Budget Amendment #2024-01 to Move Project Phase to FY2024/25 Budget.](#)

Recommended Action: Approve a Purchase and Sale Agreement to acquire the property located at 1075 Francisco Blvd E, San Rafael, California for \$14 million; approve execution of all documents and performance of all activities consistent with the terms of the Purchase and Sale Agreement, including delegation of authority to the General Manager to approve/accept information received during due diligence; authorize expenditures for due diligence, closing, and related costs not to exceed \$425,000; determine that the proposed acquisition only of the site is not subject to CEQA under section 15004(b)(2)(A) (land acquisition contingent on future CEQA compliance) and section 15061(b)(3) (common sense exemption), and is exempt from CEQA pursuant to CEQA Guidelines section 15301 (Class 1) (existing facilities); and adopt FY2024/25 budget amendment (BA#2025-01) to move the project right of way (property acquisition) phase to FY2024/25.

7. [Adoption of Marin Transit's Updated Vehicle Replacement Plan](#)

Recommended Action: Approve Updated Vehicle Replacement Plan (Attachment A).

8. [Marin Access Paratransit Ridership Analysis.](#)

Recommended Action: Discussion item.

Adjourn



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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

August 5, 2024

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

Subject: General Manager Report – Monthly Report: May 2024

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 May 31, 2024. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall, Marin Transit experienced strong systemwide ridership in May 2024. Total ridership was 11% higher than the previous year (May 2023) and 3% lower than pre-COVID (May 2019).

Fixed route ridership continued to be strong this month, with ridership being 11% higher than the previous year (May 2023) and just over 100% of pre-COVID (May 2019). May 2024 marks the first month since the start of the COVID-19 pandemic where fixed route ridership has slightly exceeded pre-COVID levels.

Marin Access ridership had plateaued at just below half of pre-pandemic ridership starting in September 2022. January 2024 was the first month since then where Marin Access ridership exceeded the prior year. This month, May 2024, continued that trend, with Marin Access ridership increasing by 19% relative to the prior year (May 2023). Staff believe that this trend of increasing ridership is due to the Marin Access service changes implemented in July and are optimistic it will continue to have a positive effect on ridership going forward.

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,

Nancy E. Whelan

Nancy Whelan
General Manager

Attachment A: Monthly Ridership Report and Customer Comments



Month: May 2024		Program							Total
Category	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide		
Commendation	3	1	1	0	1	0	0	6	
Service Delivery Complaint	41	8	5	0	0	0	1	55	
Accessibility	5	0	2	0	0	0	1	8	
Driver Conduct Complaint	10	1	2	0	0	0	0	13	
Driving Complaint	6	1	0	0	0	0	0	7	
Early Trip	1	0	1	0	0	0	0	2	
Equipment Issue	2	0	0	0	0	0	0	2	
Farebox	0	0	0	0	0	0	0	0	
Late Trip	1	1	0	0	0	0	0	2	
Missed Connection	1	0	0	0	0	0	0	1	
Missed Trip	4	0	0	0	0	0	0	4	
No-Show	2	1	0	0	0	0	0	3	
Off-Route	1	0	0	0	0	0	0	1	
Pass-Up Complaint	8	4	0	0	0	0	0	12	
Service Structure Complaint	9	1	2	1	3	2	0	18	
Bus Stop Improvement Request	4	0	1	0	0	0	0	5	
Fares	0	0	0	0	0	0	0	0	
Other Complaint	1	0	0	0	2	1	0	4	
Scheduling Complaint	0	0	0	0	1	1	0	2	
Service Improvement Suggestion	4	1	1	1	0	0	0	7	
Safety Complaint	0	0	0	0	0	0	0	0	
Total Service Hours	12,051	1,972	1,662	185.47	2,620	-	18,648	18,648	
Commendations per 1,000 Hours	0.2	0.5	0.6	-	0.4	-	0.0	0.3	
Complaints per 1,000 Hours	4.1	4.6	4.2	-	1.1	-	0.1	3.9	
Total Passengers	233,934	20,185	14,449	5468	4,525	2,307	293,520	293,520	
Commendations per 1,000 Passenger	0.0	0.0	0.1	-	0.2	0.0	0.0	0.0	
Complaints per 1,000 Passengers	0.2	0.4	0.5	-	0.7	0.9	0.0	0.2	

Attachment A

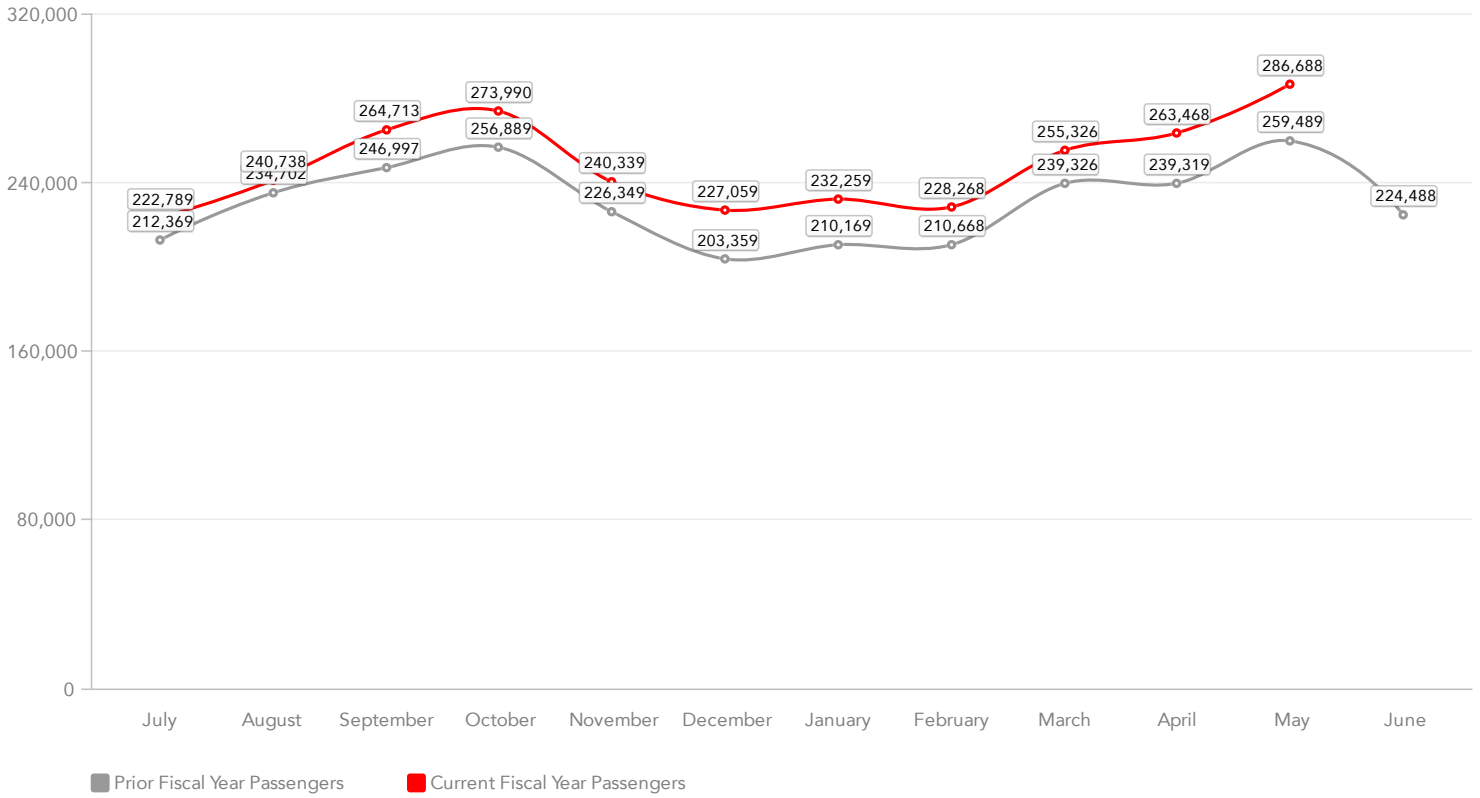
Monthly Monitoring Report

07/24/2024

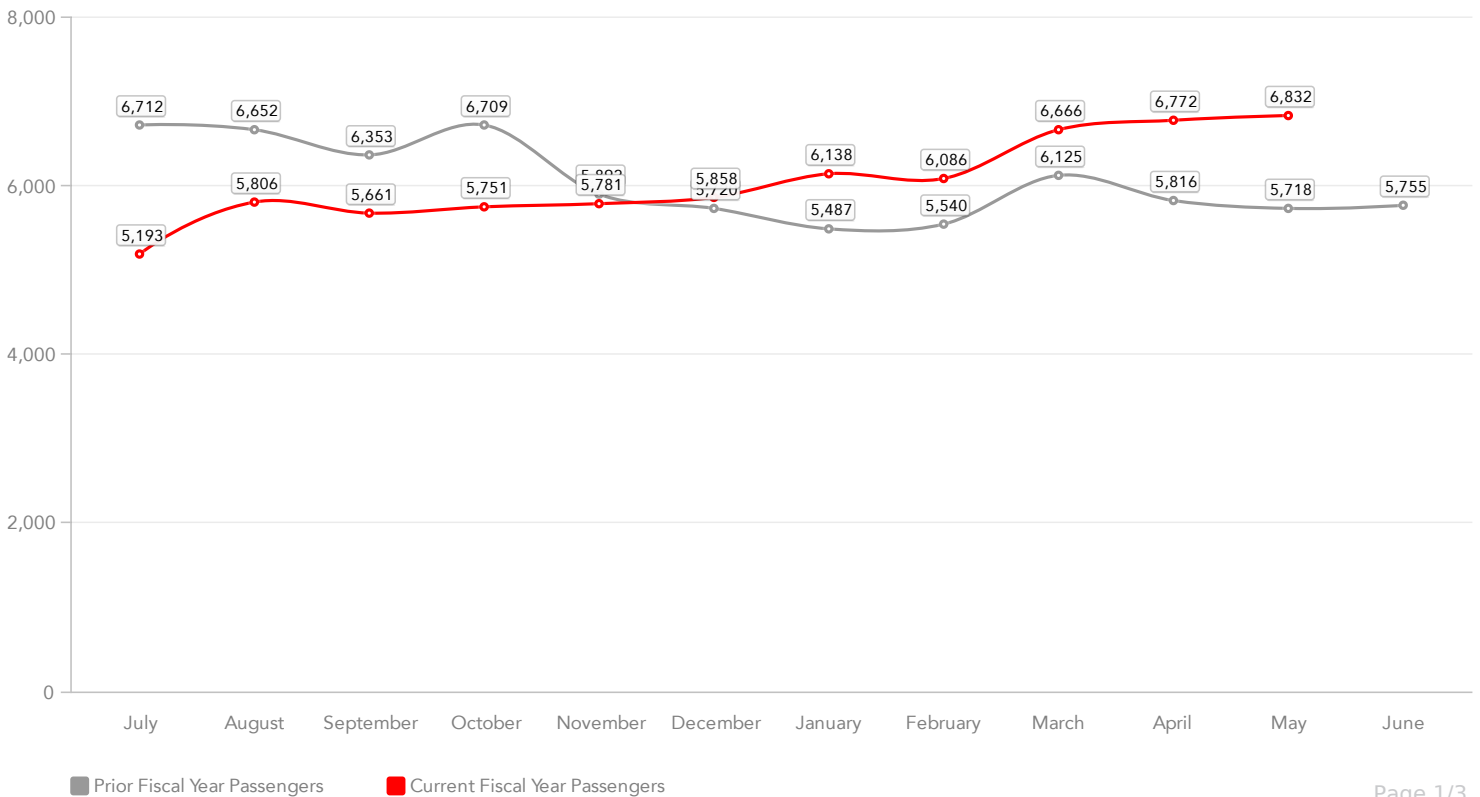
FISCAL YEAR: 2024
MONTH: All

Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

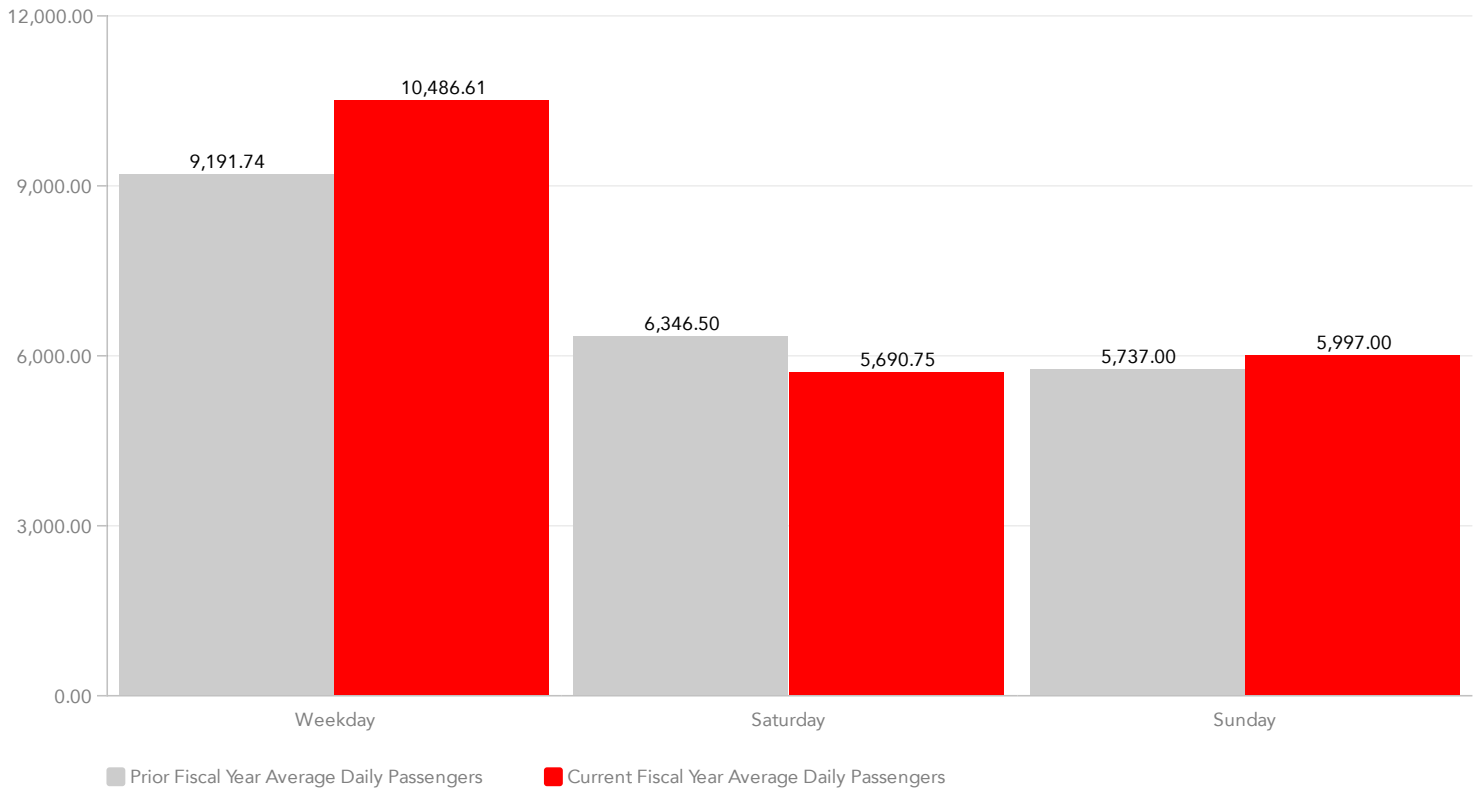


Monthly Comparison

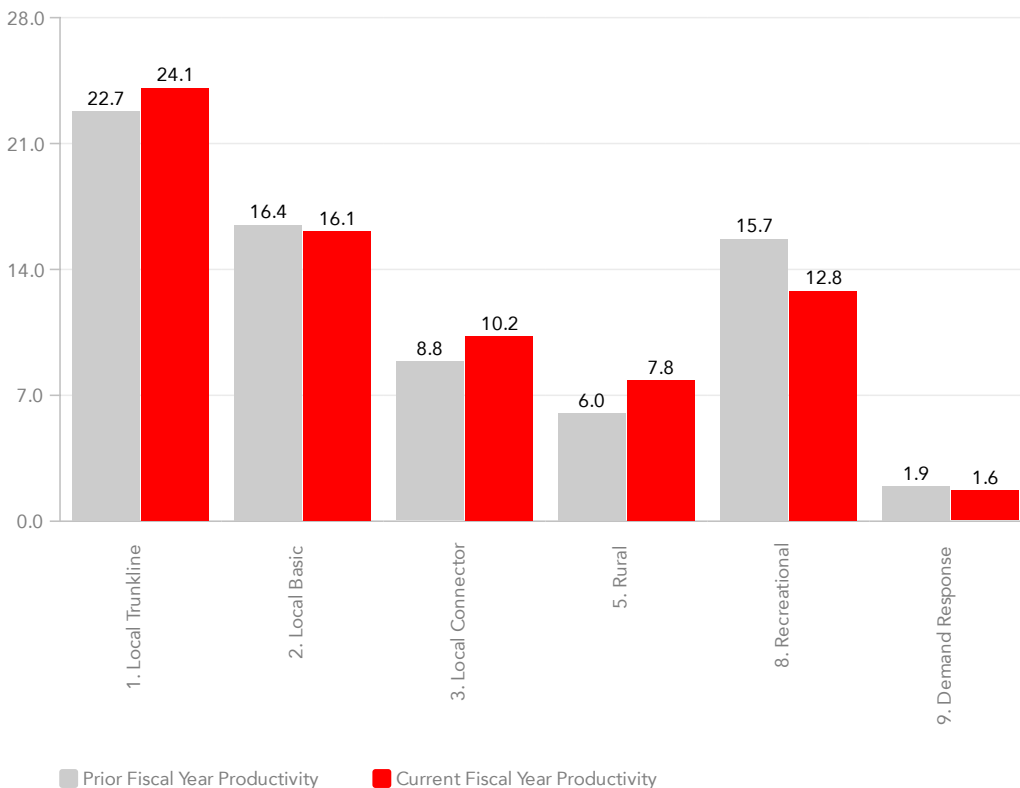
MONTH

May

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, June 3, 2024 at 9:30 A.M.

Roll Call

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

Absent: Vice President Lucan

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

Board President Colbert opened the meeting at 9:30 A.M.

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

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

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

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

Lisa Irving expressed appreciation for the Catch-A-Ride Uber voucher pilot program but is frustrated with ride denials with her service animal. Ms. Irving requested that staff take stronger action to prevent potential ADA violations because of ride denials.

Peter Pardini identified himself as a legally blind individual who uses Marin Access services. He stated ADA denial consequences are not strong enough in the Uber contract. He volunteered to share suggestions and recommendations on how to strengthen language in contract.

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

President Colbert asked if any member of the Board wished to speak. Seeing none he turned to staff who had requested time to present General Manager Nancy Whelan with a gift and flowers in recognition of her 10 years of service with the District.

4. **General Manager's Report**
 - a. General Manager's Oral Report
 - b. Monthly Monitoring Report: March 2024
 - i. Item 4b – Staff Report

General Manager Nancy Whelan outlined how the recent State budget freeze will impact some transportation agencies, but the District's State funding sources will not be reduced. Ms. Whelan then reported that the Ross Valley School District's yellow bus pass sales for the 2024-2025 school year were going well and updates to the process and program were proving successful.

Ms. Whelan concluded with an update on monthly ridership for March 2024. The District is still gaining ridership and trending above the previous year's totals. She added that a more detailed analysis on ridership will be brought to the board at a future date.

Director Rice asked Ms. Whelan to address the public comments made about Uber's denials of trips with service animals and suggested staff reach out to peer agencies which offer similar services to understand if the same service issues arise and what other agencies have done to reduce the ride denials.

Ms. Whelan reported that the staff is working with Uber to improve service issues as well as exploring opportunities to contract with other providers.

5. **Consent Calendar**
 - a. Minutes for May 6, 2024 Board Meeting
 - b. State of Good Repair Project List-Resolution
 - c. General Manager Contract Awards
 - d. Quarterly Financial Report
 - e. Quarterly Performance Report
 - f. SB 553 Workplace Violence Prevention Plan
 - g. Blinktag Inc. Amendment
 - h. Amendment to Contract with TripSpark Technologies for Demand Response Scheduling, Software Maintenance, and Hosting
 - i. Muir Woods Evaluation Report
 - j. Revised 2024 Board of Directors Meeting Schedule
 - k. Procurement Policies & Procedures Update

President Colbert called for public comment. Seeing none he then pulled *Item 5j: Revised 2024 Board of Directors Meeting Schedule* for a point of clarification.

Ms. Whelan asked the Board to approve the revised meeting schedule with two corrections: remove the July in-person meeting and restore the August 5, 2024, in-person meeting.

President Colbert asked for a motion and a second on the Consent Calendar with requested changes.

Recommended Action: Approve.

M/s: Director Moulton Peters – Director Rodoni

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

Noes: None

Absent: Vice President Lucan

Abstain: None

6. **[Marin County Transit District Final Operating and Capital Budget for FY 2024/25](#)**

[Staff Report](#)

Director of Finance & Capital Programs Lauren Gradia provided an overview of the budget development schedule. Ms. Gradia stated the final FY 2024/25 budget remains the same as the draft budget presented to the Board in May in terms of the financials. It is a fully balanced budget with \$55 million in expenditures in Operations & Capital. She then gave an overview of the Operations budget which included continued fixed route service levels, realignment of Demand Response service levels and programs and adds a new grant funded staff position. Ms. Gradia noted that staff is working to spend down significant revenues in the District's reserve accounts and that the longer-term planning for the Short Range Transit Plan (SRTP) will be brought back to the Board in the near future. Ms. Gradia provided an outline of priority capital projects and highlighted how the SRTP development process will help guide and balance capital spending as it relates to fleet electrification, facility acquisition, bus stop improvements and more.

Ms. Gradia concluded her report with one correction to a graphic in the draft budget.

Director Rodoni asked if the District has a reserve policy.

Ms. Gradia confirmed they do, and the policy dictates that the District maintains two reserves that are based on maintaining a certain percentage of the Operations budget. These reserves are comprised of emergency and contingency funds to maintain a six-month balance of operational expenses. If the reserve funds fall too low, money is added and if there is an excess of funding the money will be added to expand services or put into the Capital reserve.

Recommended Action: Adopt FY 2024/25 budget.

M/s: Director Moulton-Peters – Director Rice

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

Noes: None

Absent: Vice President Lucan

Abstain: None

7. **[Bus Stop Update – Golden Gate Transit Shared Stops Evaluation and Recommendations](#)**

[Staff Report](#)

Director of Finance & Capital Programs Lauren Gradia provided background on the bus stop inventory in Marin County, outlining the number of stops shared with Golden Gate Transit prior to and following the COVID 19 pandemic. She listed current bus stop and corridor projects. Ms. Gradia summarized the process of transferring bus stops from Golden Gate Transit to the District, noting that the current phase involves the transfer of 11 stops. She explained staff's plans for amenities at the transferred bus stops. Ms. Gradia highlighted challenges related to the bus stop transfers and provided estimates for related costs. She listed the next steps and future considerations.

Second Vice President Sackett said her office has received requests regarding bus stop maintenance and amenities. She asked if it would be possible to standardize the process.

Ms. Gradia explained how staff have worked to standardize the process, noting that it is iterative.

Second Vice President Sackett suggested staff post an informational webpage regarding bus stop maintenance to the District's website, for the public to view.

General Manager Nancy Whelan highlighted how different ownership of various bus stops provides a complication. She noted that staff manage a database of bus stops. She agreed that keeping the public informed is important.

Second Vice President Sackett emphasized that the transfer of bus stops is indicative of a reduction of service by Golden Gate Transit.

Director Rodoni asked if the District would assume responsibility for determining how to maintain bus stops.

Ms. Gradia responded that the District would have increased responsibility for the bus stops. She noted the District's challenges with locating a facility.

Director Rodoni suggested staff should work on a planning effort to determine how they may address bus stop issues.

Director Moulton-Peters expressed support for standardizing matters pertaining to bus stops and developing a planning effort. She suggested collaborating with other local officials. She asked if the elimination of bus stops mentioned in Ms. Gradia's report was related to the changes in Golden Gate Transit's service level. She asked if any additional bus stops will be transferred to the District in the future.

Ms. Gradia responded that the list of 188 bus stops was comprehensive, and the bus stops are being transferred in phases. She confirmed it reflected Golden Gate Transit's shift away from commuter routes.

Director Moulton-Peters noted that Marin County was not always suburban, so there will be additional challenges in the future.

Director Casissa asked if staff knew how Golden Gate Transit will schedule the transfer of the bus stops to the District.

Ms. Gradia stated they did not know.

Director Casissa asked if amenity removal will involve the removal of bus shelters.

Ms. Gradia confirmed it would.

Director Casissa asked if the District would assume additional liability at the bus stops that are transferred to them.

Ms. Gradia confirmed they would.

Director Bushey asked how the bus stop transfer worked with the existing interagency operations agreement between Golden Gate Transit and the District.

Ms. Gradia clarified that the agreement states that Golden Gate Transit will conduct maintenance at bus stops where they operate service on the District's behalf. Per the agreement, a six-month notice is required when Golden Gate Transit plans to discontinue service at a bus stop. If Golden Gate Transit stops serving a bus stop and does not intend to return service, they may transfer service.

Director Bushey asked if Golden Gate Transit's decision to transfer the bus stops and associated responsibilities to the District was unilateral.

Ms. Gradia confirmed it was. She added that the District can ask Golden Gate Transit to remove any amenities and items at the transferred bus stops.

Director Bushey asked if there could be a more strategic approach to the changes that Golden Gate Transit is implementing, to coordinate with the District's efforts. She suggested there should be a strategic working group to address issues and to jointly plan for the future.

Ms. Gradia agreed that would be ideal. She highlighted current coordination efforts.

General Manager Nancy Whelan added that staff do not know how the phasing will roll out, so additional planning related to the phasing would make sense.

Director Bushey asked if the Board of Directors could assist in bringing the issue to the forefront.

Ms. Whelan suggested that support in locating funding would be helpful.

Ms. Gradia added that they are currently trying to raise awareness, and more planning work would be valuable.

Director Moulton-Peters stated that the Board of Directors could request a planning effort between Golden Gate Transit and the District.

Director Rice said the bus stop transfer suggests that an overall bus stop assessment may be needed.

Ms. Gradia explained the District has a limited ability to relocate and improve bus stops. Staff are working on an updated bus stop inventory and ridership analysis, which will allow for a more comprehensive look at amenities.

Director Rice expressed appreciation for the analysis and encouraged staff to be visionary.

Second Vice President Sackett suggested that service cuts are a larger issue than the bus stop transfer, and said that in the future, the District should be a part of earlier discussions when other agencies are cutting service. She asked if the District could seek support from Golden Gate Transit in obtaining funding for bus stops.

Ms. Whelan confirmed staff could do so. She highlighted present opportunities for staff to coordinate service with other agencies.

President Colbert suggested the District should engage with Golden Gate Transit. He expressed appreciation for the idea of standardizing bus stop processes. He encouraged staff to connect with local businesses and the community and engage them with bus stops. He highlighted an example where a different county failed to engage their community with bus stops.

President Colbert called for public comment.

Lisa Irving expressed concern regarding what the public would do with their trash if trash bins were to be removed from bus stops. She asked about staff's plan to ensure that there is braille signage on bus poles.

Recommended Action: Information and Discussion

Adjourn President Colbert adjourned the meeting at 10:28 A.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



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Board of Directors

Brian Colbert

President
Town of San Anselmo

Eric Lucan

Vice President
Supervisor District 5

Mary Sackett

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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

August 5, 2024

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

Subject: Federal Legislative Report

Dear Board Members:

In March 2023, your Board approved a contract for federal advocacy services with Carpi & Clay. Carpi & Clay provide monthly Federal Updates and mid-year updates as a part of their services. The attached mid-year update outlines key federal transportation infrastructure activities and announcements month by month from January through July 2024.

Fiscal/Staffing Impact

None.

Respectfully Submitted,

Nancy Whelan
General Manager

Attachment A: 2024 Mid-Year Federal Transportation Infrastructure Review



2024 MID-YEAR FEDERAL TRANSPORTATION INFRASTRUCTURE REVIEW

This report, prepared for Marin County Transit District, provides an overview of the major federal transportation infrastructure activities from January 1, 2024 to June 30, 2024.

As it did in 2023, the U.S. Department of Transportation (DOT) continues to place a heavy emphasis on implementing new policy programs and issuing numerous Notices of Funding Opportunities (NOFOs) resulting from the 2021 passage of the Bipartisan Infrastructure Law (BIL) and 2022 passage of the Inflation Reduction Act (IRA). As expected, the cadence of DOT's NOFO releases and award announcements has accelerated as this is a Presidential election year.

January

- DOT released the [NOFO Timetable for 2024](#) that outlined the timeframes when key NOFOs will be made available for application.
- DOT released a 2021-2023 Progress Report updating the public on the Biden Administration's efforts to improve the nation's transportation infrastructure including implementation of the BIL. The report is [HERE](#).
- House approved a resolution blocking FHWA Buy America waivers for EV chargers. The Senate had previously approved the resolution and President Biden vetoed the resolution.
- DOT and the Department of Energy jointly announced the award of 47 EV charging and alternative-fueling infrastructure projects in 22 states. The awards are from the Charging and Fueling Infrastructure Grant program and can be found [HERE](#).
- DOT updated its Rural Grant Applicant Toolkit for Competitive Federal Transportation Funding. The updated Toolkit is [HERE](#).
- The House Transportation & Infrastructure Committee held a hearing on *The State of Transportation*. The hearing can be viewed [HERE](#).
- The House Railroads, Pipelines, and Hazardous Waste Subcommittee held a hearing on *Oversight and Examination of Railroad Crossing Elimination and Safety*. The hearing can be viewed [HERE](#).
- FHWA announced \$729.4M in [Emergency Relief Program funding](#) due to major disaster declarations.
- DOT announced the approval of \$2.5B in private activity bonds authority for the [Brightline West High-Speed Intercity Passenger Rail](#) project connecting Southern California with Las Vegas. This \$2.5B is in addition to the \$1B in private activity bond

authority it granted to the project in 2020 and the \$3B grant in 2022 from the Federal-State Partnership for Intercity Passenger Rail grant program.

- DOT announced the award of more than \$4.9B to 37 projects through the INFRA and Mega grant programs. The Mega awarded projects are [HERE](#) and the INFRA awarded projects are [HERE](#).
- DOT published a [Project Readiness Checklist](#) for DOT discretionary grant applications. The list was created to help project sponsors and grant applicants develop projects that are well positioned to receive federal funding.
- The Joint Office of Energy and Transportation announced \$46.5M in Ride and Drive Electric [grant awards](#) to 30 projects in 16 states to help fund projects that assist with building a convenient and efficient EV infrastructure for drivers; accelerate resilient national EV charging network, among other purposes.
- The Federal Aviation Administration announced the award of \$250M in IJA funding to modernize airports in 37 states. Full list of grantees is [HERE](#).

February

- FTA issued a [Dear Colleague letter](#) that consolidates FTA's existing guidance and highlights tools available to transit agencies to address trends and challenges in federally funded bus procurements, including information about managing component prices, modifying contracts, lowering vehicle contract and production costs, and reducing unnecessary customization.
- FTA published the [NOFO](#) for the Low or No Emission grant program and the Bus and Bus Facilities grant program. The NOFO makes available \$1.1B available under the Low or No program and \$390M for the Bus/Bus Facilities program. Applications were due April 25.
- On February 8 the Senate Commerce Committee approved its FAA reauthorization bill (S.1939). A summary of the bill provided by the Committee is [HERE](#).
- FTA Administrator Nuria Fernandez announced her retirement effective February 24. Deputy Administrator Victoria Vanterpool is serving as Acting Administrator.
- The White House hosted a [roundtable](#) on Clean Bus Manufacturing with FTA and the American Public Transportation Association industry representatives participated in the discussion to address manufacturing capacity for clean transit buses.
- DOT published the 2023 update of the DOT [Equity Action Plan](#) that is part of the Department's implementation of [Executive Order 14091](#) – "Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government".
- FAA announced the award of \$970M from the Airport Terminal Program. More information about the awards and the Airport Terminal Program is [HERE](#).
- FTA announced it awarded \$631M to three projects in three states to replace aging passenger rail cars. The funding came from the [Rail Vehicle Replacement Program](#) created to improve safety, service and customer experience on subways, commuter rail and light rail systems.
- DOT published the FY24 [NOFO](#) for the Safe Streets and Roads for All grant program making \$1,256,687,000 available. Of this funding, up to \$580M is available to implement projects and strategies and the remainder (\$656,687,000) will be awarded

for developing Action Plans; conducting supplemental planning to update existing Action Plans; or carrying out demonstration activities to inform the development of, or updates to, Action Plans. Depending on the grant type there were different application deadlines: for Planning and Demonstration Grants, the deadlines are April 4, May 16, and August 29. For Implementation grants, the deadline was May 16.

- The FHWA published a [NOFO](#) for its [Congestion Relief Program](#) that will result in the distribution of up to \$150M in funds to advance innovative, integrated, and multimodal solutions to congestion relief in metropolitan areas with a population of greater than one million. Applications were due April 22.
- FHWA published a [NOFO](#) for the availability of \$10M through its [Prioritization Process Pilot Program](#) for MPOs with a population over 200K and states to help fund data-driven approaches to planning that, upon completion, can be evaluated for public benefit. Applications were due by May 1.

March

- USDOT published a \$57M [NOFO](#) for its Innovative Finance and Asset Concession Grant program. This program is intended to fund state and local government technical, financial and legal advisory service costs for alternative project delivery. Grant awards will be capped at \$2M and applications were due by May 10.
- DOT announced the award of \$3.3 billion in Reconnecting Community grants. The full list of awardees can be found [HERE](#).
- House Transportation Committee held a hearing titled ‘Department of Transportation Discretionary Grants: Stakeholder Perspectives.’ The hearing can be viewed [HERE](#).
- DOT published a \$500M [NOFO](#) the Port Infrastructure Development Program. Deadline for applications was May 10.
- DOT announced that it awarded \$50M in [Strengthening Mobility and Revolutionizing Transportation \(SMART\)](#) grants. The full list of grant awards is [HERE](#).
- FHWA published a \$44.5M [NOFO](#) for its [Active Transportation Infrastructure Investment Program \(ATIIP\)](#). Grants will be available to help communities plan, design or construct safe and connected active transportation networks such as sidewalks, bikeways, and trails that connect destinations such as schools, workplaces, residences, businesses, recreation areas and medical facilities within a community or metropolitan region. Applications were due June 17.
- FAA announced the award of \$20M to 20 airport-owned air traffic control towers in 17 states. The funding comes from the [Federal Contract Tower Competitive Grant Program](#).
- Congress approved FY24 funding for the THUD appropriations bill on March 8. With a 26% or \$23B funding gap between the House and Senate THUD bills, the final numbers ended much closer to the Senate funding numbers.
- FAA announced [\\$110M in Airport Infrastructure Grants](#) that included 74 grants to airports in 32 states to modernize airport and runway infrastructure, and improve airfield safety.

- The Biden Administration released its FY25 Budget. Highlights of the transportation budget prepared by USDOT is [HERE](#).
- The House Subcommittee on Highways and Transit held a hearing titled ‘Rural Transportation Challenges: Stakeholder Perspectives.’ The hearing can be viewed [HERE](#).
- Another extension of FAA programs ([HR 7453](#)) was signed into law and extended current programs to May 10.
- DOT published a \$45M [NOFO](#) for the Strategic Innovation for Revenue Collection Program. This program funds projects that test the feasibility of a road usage fee and other user-based alternative revenue mechanisms to maintain the long-term solvency of the Highway Trust Fund. Applications were due May 27.
- FRA published a \$2.48B [NOFO](#) for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program. Applications were due by May 28.
- DOT published a new [report](#) on ‘Investing in America: Best Practices to Expand Access to Jobs and Economic Opportunity Through Transportation Infrastructure Investments’. The report includes detailed recommendations on how state and local transportation agencies can expand access to jobs and opportunities for several underrepresented groups.
- The FAA published a \$269M [NOFO](#) for its [Office of Airports FY2023 Supplemental Discretionary Grants](#). This is a competitive program under project grant authority for the Airport Improvement Program where the objective is to assist airport owners and operators that are eligible to accept grants in the development and improvement of a nationwide airport system. Applications were due by May 2.
- FTA launched a [new website](#) to improve the transit community’s understanding of the effects of fatigue in the workplace.
- The Joint Office of Energy and Transportation released the [National Zero-Emission Freight Corridor Strategy](#) that will guide the deployment of zero-emission medium and heavy duty vehicle charging and hydrogen fueling infrastructure from 2024 to 2040.
- DOT published a \$5B [NOFO](#) for the [Multimodal Project Discretionary Grant](#) or MPDG that consists of combined National Infrastructure Project Assistance Program ([Mega](#)); the Infrastructure for Rebuilding America Program ([INFRA](#)); and the Rural Surface Transportation Grant Program ([Rural](#)). The funding amounts for each program are as follows: Mega \$1.7B; INFRA \$2.7B; and Rural \$780M. Applications were due by May 6.

April

- FRA issued a [Final Rule](#) establishing minimum safety requirements for the size of train crews.
- FTA announced the [awarding of \\$17.6M](#) to 20 communities in 16 states to support equitable transit-oriented development under its [Pilot Program for Transit-Oriented Development Planning](#).
- FTA published a [Final Rule](#) in the first major update to the agency’s [Public Safety Agency Safety Plan](#) regulation along with a newly [revised National Public Transportation Safety Plan](#).
- DOT announced the [awarding of \\$23.6M](#) to three national and six regional Thriving Communities Capacity Builders to support 112 communities.

- FTA published a \$316M [NOFO](#) to support and modernize passenger ferry service across the country. Within this NOFO, \$51M is available through the [Passenger Ferry Program](#); \$49M is available through the [Electric or Low Emitting Ferry Program](#); and \$216M is available through the [Ferry Service for Rural Communities Program](#). Applications for all the programs were due by June 17.
- FRA [released](#) its FY 2024 Corridor Identification and Development Project Pipeline Report to Congress that focused on long-term development of intercity passenger rail across the country.
- FTA [announced](#) the availability of a streaming tool that analyzes greenhouse gas emissions for transit projects called the Greenhouse Gas Emissions from Transit Projects: Programmatic Assessment.
- FTA relaunched its [Environmental and Sustainability Management System \(ESMS\) Program](#). This training and technical assistance program will help up to five transit agencies develop and implement an ESMS at their facilities. The program includes an on-site baseline environmental review, three virtual workshops, a virtual gap audit and on on-site final audit. [Applications](#) to the program were due May 22.
- FHWA [awarded \\$148 million](#) in grants to 11 states for the first round of a new \$400 million program to improve air quality and reduce pollution for truck drivers, port workers and families that live in communities surrounding ports. Of those awards, the Ports of Long Beach and Los Angeles will receive \$49.7 million to replace diesel and gas powered trucks and shuttle buses with zero-emission technologies, electric trucks and EV chargers.
- Secretary Buttigieg testified before the House THUD Appropriations Subcommittee to present and answer questions regarding the Administration's FY25 budget proposal for DOT. His written testimony is [HERE](#) and the hearing can be viewed [HERE](#).

May

- Secretary Buttigieg testified before the Senate THUD Appropriations Subcommittee to present and answer questions regarding the Administration's FY25 budget proposal for DOT. His written testimony is [HERE](#) and the hearing can be viewed [HERE](#).
- FHWA announced a [Final Rule](#) to update the government-wide Uniform Relocation Assistance and Real Property Acquisition Policies Act which provides protections and assistance for people affected by federally-funded projects.
- House Transportation Committee Chairman Sam Graves (R-MO) and Highways and Transit Subcommittee Chairman Rick Crawford (R-AR) spearheaded a [letter](#) to FTA Acting Administrator Veronica Vanterpool with 12 Republican Members of the Committee highlighting their concerns about the recent spike in reports of violent crime and assaults on transit systems in cities across the country.
- DOT published a \$100M [NOFO](#) for Stage 1 Planning and Prototyping grants under the Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program. Funding for this Stage 1 phase will go to projects that solve real-world transportation problems and build data and technology capacity for state, local and tribal governments. An additional NOFO for Stage 2 Implementation grants will be

- published later this Fall. DOT is anticipating that only those projects awarded funding in Stage 1 will be eligible for funding in Stage 2. Applications for Stage 1 are due by July 12.
- DOT announced the [award](#) of over \$63M in grants to 99 communities under the Safe Streets and Roads for All grant program. This was the first of three rounds of awards that will be made in 2024.
 - FRA announced a \$2B [NOFO](#) for the Federal-State Partnership for Intercity Passenger Rail program that funds projects along the Northeast Corridor. Applications are due by July 15.
 - DOT published an [updated fact sheet](#) on progress made through the halfway point of the BIL.
 - Congress approved and President Biden signed ([PL 118-63](#)) the FAA Reauthorization Act of 2024 . The legislation reauthorizes the FAA and aviation infrastructure and safety programs for five years.
 - FTA published a \$10.5M [NOFO](#) for its [Pilot Program for Transit-Oriented Development Planning](#). The funding is intended to support local planning and investment near transit hubs to promote sustainable, livable, and equitable communities. Applications are due by July 22.
 - FTA announced that it had awarded [\\$343M to eight transit systems](#) under its [All Stations Accessibility Program](#). This funding will make it easier for people with disabilities and mobility needs to access some of the nation’s oldest and busiest rail transit systems through essential upgrades.
 - DOT’s Advanced Research Projects Agency – Infrastructure (ARPA-I) is seeking input on the potential applications of artificial intelligence across all modes of transportation as well as emerging challenges and opportunities in creating and deploying AI technologies. The RFI is [HERE](#) and comments were due July 2.
 - DOT announced \$1.7M in research funding for a Climate Change and Transportation Research Center at the University of California, Davis. The new [Center for Emissions Reduction, Resiliency, and Climate Equity in Transportation](#) will support the [DOT Climate Change Center](#) as well as many related DOT climate and research programs. The Center is comprised of partner institutions, including California State University Long Beach, Texas Southern University, University of California Riverside, University of Southern California and the University of Vermont.
 - FRA issued two final rules that will require railroads to develop certification and training programs for train dispatchers and signal employees. The rules build on FRA actions to increase rail safety and better protect rail workers and communities. The final rule on dispatcher certification is [HERE](#) and the final rule for signal employees is [HERE](#).
 - FRA finalized three reports on the safety and performance of long trains and recently sent the reports to the National Academy of Sciences to inform an ongoing [NAS study](#) mandated by Congress in the BIL to look at the impact of trains longer than 7,500 feet. These are the three FRA reports titled [Phase II](#), [Phase III](#) and [Phase IV](#).

- FHWA announced the appointment of Kristin White as the new FHWA Deputy Administrator. She has served as FHWA's Chief Counsel since July 2023.
- House T&I Chairman Sam Graves (R-MO) and Senate Commerce Ranking Member Ted Cruz (R-TX) sent a [letter](#) to DOT Secretary Buttigieg requesting that the Department turn over documents and information regarding the recent federal grant award of \$3B to the CA High Speed Rail project. The letter also requested that DOT schedule an in person briefing with Committee staff and turn over documents no later than June 12.
- FHWA published a \$1.3B [NOFO](#) for round 2 of the [Charging and Fueling Infrastructure \(CFI\)](#) discretionary grant program. Applications are due by August 28.
- The FAA announced that it awarded nearly \$187M in [Airport Infrastructure grants](#) to airports across 34 states to make improvements such as terminal expansions and baggage system upgrades and runway safety enhancements. The list of grant awards is [HERE](#).

June

- The Senate EPW Committee held a hearing titled 'Oversight and Budget of the Federal Highway Administration'. FHWA Administrator Shailen Bhatt was the sole witness and his written testimony is [HERE](#). The full hearing can be viewed [HERE](#).
- The White House released a [Climate Capital Guidebook](#) to provide a simple one-stop-shop of capital programs across the federal government available to climate-related start-ups, small and medium-sized businesses and their investors.
- PolicyLink, in partnership with the Emerald Cities Collaborative and in consultation with state and local agencies and policymakers, developed a [Justice40 Implementation Guide for State and Local Governments](#).
- FTA [awarded \\$7.8M](#) to 17 projects in 15 states that will improve access to vital services for older adults, people with disabilities, and those in low-income communities. The funding was made available through FTA's [Innovative Coordinated Access and Mobility Grants](#).
- DOT [finalized the Rule](#) for Corporate Average Fuel Economy (CAFÉ) standards for SUVs and pickup trucks that will require automakers to meet an average of 45 miles per gallon by 2031. The final rule is mandating 7 mpg less than originally proposed.
- FTA [awarded \\$7.8M](#) to 17 projects in 15 states under its Innovative Coordinated Access & Mobility Pilot Program.
- FTA released a [Dear Colleague Letter](#) that provides advice and considerations for transit systems preparing to provide service during major high-profile events such as the upcoming 2026 World Cup and the 2028 Olympics.
- The House Railroads Subcommittee held a hearing titled 'Amtrak and Intercity Passenger Rail Oversight: Promoting Performance, Safety and Accountability'. The hearing can be viewed [HERE](#).

- The House Highways & Transit Subcommittee held a hearing titled ‘Revenue, Ridership and Post-Pandemic Lessons in Public Transit’. The hearing can be viewed [HERE](#).
- The Subcommittee held a hearing titled ‘Environmentalism Off the Rails: How CARB will Cripple the National Rail Network’. The hearing can be viewed [HERE](#).
- FHWA awarded \$108M for 85 projects under its [Nationally Significant Federal Lands and Tribal Projects](#) and [Tribal Transportation Program Safety Fund](#) programs. The grants are intended to improve transportation and reduce roadway fatalities and serious injuries on federal and tribal lands. The list of awards under the Nationally Significant Federal Lands and Tribal Projects program is [HERE](#) and the awards under the Tribal Transportation Program Safety Fund are [HERE](#).
- The House Investigations & Oversight Subcommittee held a hearing titled ‘Environmentalism Off the Rails: How CARB will Cripple the National Rail Network’. The hearing can be viewed [HERE](#).
- DOT awarded \$1.8B in RAISE grant funding to 148 projects across the country. The full list of awards is [HERE](#).
- DOT’s [Project Delivery Center of Excellence](#) released a new resource to help ensure consistency and quality in design and construction contracts.
- DOT awarded \$1.8B in grants from its RAISE program for 148 projects across the country. The list of awards is [HERE](#).
- FHWA published a \$784M [NOFO](#) for its Culvert Aquatic Organism Passage grants program. The deadline for applications is September 23.
- FHWA published a [NOFO](#) for its Wildlife Crossings Pilot Program aimed at reducing wildlife vehicle collisions. Applications are due by September 4.
- FAA awarded \$123M under its Airport Improvement Program for airfield, safety and other improvement projects at 235 airports in 35 states and the District of Columbia. The list of awards is [HERE](#).
- FTA published a \$1.94M [NOFO](#) under its Enhancing Mobility Innovation program to support research projects to improve customer convenience. Applications are due by August 30.



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Alternate
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August 5, 2024

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

Subject: Resolution for Restatement of Marin County Transit District Governmental 457(b)

Dear Board Members:

Recommendation

Pass and Adopt Resolution #2024-04 for the Marin County Transit District Governmental 457(b) Plan Restatement.

Summary

Periodically the IRS requires that all plan documents be updated by recent law changes. This is commonly referred to as a restatement cycle. Staff has worked with the District's third-party retirement plan administrator, C-Ben Group, to restate the plan in accordance with the IRS regulations and to correct an inconsistency between the District's defined contribution plan (401a) and the deferred compensation plan (457b).

The restated plan consists of the following changes:

- 1) The addition of Roth salary deferral source to the Plan and allowing for in-Plan Roth conversions
- 2) Decreasing the age required for an in-service distribution from 70.5 to 59.5, per Section 104(b) of the Miners Act
- 3) Changing the definition of Disability to the definition per the Social Security Administration, to align with the definition in the District's 401(a) Plan

Additionally, Resolution #2024-04 (Attachment A), affirms General Manager Nancy Whelan and Director of Finance & Capital Programs Lauren Gradia as trustees of the plan.

With your Board's approval, the restated plan will be effective September 1, 2024. Following the effective date, our third party retirement plan administrator will provide staff with an overview of the restated plan and information on how to participate in the plan's Roth salary deferral options.



Fiscal/Staffing Impact

None

Respectfully Submitted,

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

Holly Lundgren
Director of Administrative Services

Attachment A: Resolution #2024-04 Restatement Of Governmental 457(b) Plan

**ACTION BY THE BOARD OF DIRECTORS
RESTATEMENT OF GOVERNMENTAL 457(b) PLAN**

The undersigned, on behalf of the Board of Directors, hereby certifies that at a meeting of the Board of Directors of Marin County Transit District (“Employer”), the following resolutions were approved:

WHEREAS, the Employer has maintained the Marin County Transit District Deferred Compensation Plan for Public Employees 457 Governmental Plan and Trust (“Plan”) since 7-5-2013 for the benefit of eligible employees;

WHEREAS, the Employer has decided to amend the Plan to add Roth deferrals. To accomplish this amendment, the Plan is being completely restated onto a new Plan document; and

WHEREAS, the Employer wishes to affirm the appointment of Nancy Whelan and Lauren Gradia as Trustee(s) of the Plan.

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the Marin County Transit District Deferred Compensation Plan for Public Employees 457 Governmental Plan and Trust as a complete restatement of the prior plan document, to be effective on 9-1-2024;

RESOLVED FURTHER that the undersigned members of the Board of Directors authorize the execution of the restated Plan document and authorize the performance of any other actions necessary to implement the adoption of the restated Plan. The members of the Board of Directors may designate any members of the Board of Directors (or other authorized person) to execute the restated Plan document and perform the necessary actions to adopt the restated Plan. The Employer will maintain a copy of the restated Plan, as approved by the members of the Board of Directors, along with a copy of the prior Plan, in its files;

RESOLVED FURTHER that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan; and

RESOLVED FURTHER that the Board of Directors does hereby authorize, approve, and ratify any action taken prior hereto by an employee of the Employer to adopting the restated Plan on behalf of the Employer; and

RESOLVED FURTHER that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the restated Plan.

PASSED AND ADOPTED by the Marin County Transit District of the County of Marin, State of California, at a regular meeting of said Board held on the _____ day of _____, 2024 by the following vote:

AYES:

NOES:

ABSENT:

President

Board Secretary



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Director
City of San Rafael

Fred Casissa

Alternate
Town of Corte Madera

August 5, 2024

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

Subject: Adopt the 2021 Metropolitan Transportation Commission Multi-Jurisdictional Hazard Mitigation Plan

Dear Board Members:

Recommendation

Pass and Adopt Resolution #2024-05, MTC Multi-Jurisdictional Hazard Mitigation Plan.

Summary

Staff requests that your Board adopt Resolution #2024-05, the Metropolitan Transportation Commission (MTC) Multi-Jurisdictional Hazard Mitigation Plan. The 2021 MTC Multi-Jurisdictional Hazard Mitigation Plan is available on the District's website at <https://marintransit.org/sites/default/files/2024-07/MTC%20HMP.pdf>.

This Resolution adopts the MTC report, "2021 MTC Multi-Jurisdictional Hazard Mitigation Plan" in accordance with federal law known as Disaster Mitigation Act of 2000. This Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) fulfills the mitigation planning process requirements for MTC and eight partner transit agencies who do not have separate FEMA-approved plans. The participating agencies are the Marin County Transit District (Marin Transit), Alameda-Contra Costa Transit District (AC Transit), Central Contra Costa Transit Authority (CCCTA), MTC, Napa Valley Transportation Authority (NVTA), Santa Rosa CityBus, Solano County Transit (SolTrans), Western Contra Costa Transit Authority (WestCAT), and San Francisco Bay Area Water Emergency Transportation Authority (WETA).

The Bay Area is subject to various earthquake-related hazards such as ground shaking, liquefaction, land sliding, fault surface rupture, and tsunamis. The Bay Area is also subject to various weather-related hazards including wildfires, floods, and landslides. The Federal Disaster Mitigation Act of 2000 requires all cities, counties, and special districts to have adopted a local hazard mitigation plan to receive disaster mitigation funding from FEMA, and to meet this requirements, the MTC, has prepared a Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) to assess risks posed by hazards and to develop a mitigation action plan for reducing the risks in the nine county San Francisco Bay Area.



Marin Transit commits to continuing to partner with MTC on the actions of the Multi-Jurisdictional Hazard Mitigation Plan and initiating further actions as appropriate.

Fiscal Impact

There is no fiscal impact. This adoption will allow Marin Transit to apply for FEMA Grant funding should Marin Transit be impacted by a catastrophic event.

Respectfully Submitted,

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

Mohamed Osman
Senior Operations Analyst

Attachment A: Resolution #2024-05 Adopt the 2021 Metropolitan Transportation Commission Multi-Jurisdictional Hazard Mitigation Plan

Marin County Transit District

RESOLUTION NO. 2024-05

**ADOPT THE 2021 METROPOLITAN TRANSPORTATION COMMISSION
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, the Bay Area is subject to various earthquake-related hazards such as ground shaking, liquefaction, land sliding, fault surface rupture, and tsunamis; and

WHEREAS, the Bay Area is subject to various weather-related hazards including wildfires, floods, and landslides; and

WHEREAS, Marin County Transit District (MCTD) recognizes that disasters do not recognize city, county, or special district boundaries; and

WHEREAS, Marin County Transit District (MCTD) seeks to maintain and enhance disaster-resistant facilities by reducing the potential loss of life, property damage, and environmental degradation from natural disasters, while accelerating economic recovery from those disasters; and

WHEREAS, Marin County Transit District (MCTD) is committed to increasing the disaster resistance of the infrastructure, health, housing, economy, government services, education, environment, and land use systems in Marin County Transit District's jurisdiction, as well as in the Bay Area as a whole; and

WHEREAS, the federal Disaster Mitigation Act of 2000 requires all cities, counties, and special districts to adopt a Local Hazard Mitigation Plan to receive disaster mitigation funding from the Federal Emergency Management Agency (FEMA); and

WHEREAS, the Metropolitan Transportation Commission (MTC) has approved and adopted the 2021 MTC Multi-Jurisdictional Hazard Mitigation Plan, created in collaboration with Marin County Transit District and other participating jurisdictions, to serve as the multi-jurisdictional Hazard Mitigation Plan for the San Francisco Bay Area in accordance with Disaster Mitigation Act of 2000 requirements; now, therefore, be it

RESOLVED, that the Board of Directors of the Marin County Transit District hereby adopts the 2021 MTC Multi-Jurisdictional Hazard Mitigation Plan; and be it further

RESOLVED, that Marin County Transit District (MCTD) commits to continuing to take those actions, and initiating further actions as appropriate, identified in the 2021 MTC Multi-Jurisdictional Hazard Mitigation Plan.

CERTIFICATION

APPROVED AND PASSED this 5th day of August 2024.

Brian Colbert, President

ATTEST:

Kate Burt, Board Secretary



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August 5, 2024

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

Subject: Fuel Sales Service Agreement Between the Marin County Transit District and the County of Marin

Dear Board Members:

Recommendation

Authorize the General Manager to enter into a two-year agreement for fuel sales service with the County of Marin (#1263) after which the contract will renew for successive annual terms, unless either party gives written notice of termination on or before thirty (30) days prior to the start of new term, or unless amended or terminated by the mutual consent of both parties.

Summary

Staff is requesting your Board authorize the General Manager to enter into a formal agreement between Marin Transit and the County of Marin for the purchase of fuel.

Marin Transit has a long-standing informal agreement with the County of Marin to purchase fuel. This agreement formalizes the fuel purchasing with the County and establishes a set cost of \$225 per Fuel Access Cube installation on our vehicles.

Background

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

Marin Transit contractors fuel the District's vehicles in different ways depending on the storage location and vehicle fuel type (Table 1). When available, fueling onsite from tanks supplied by long term contracts is the most cost efficient. When this is not an option, vehicles can be taken to the County for fueling or a truck can be brought to the storage location for "wet-fueling". Currently Marin Airporter, and Transdev use the County Department of Public Work's fuel station for the paratransit fleet, gasoline shuttles and some fixed route buses. The County of Marin provides Marin Transit with a lower cost of fuel than a



commercial pump since they have the storage capacity and infrastructure to purchase regular unleaded gasoline and renewable diesel in bulk.

Table 1 - Contractor Fueling Method

Contractor	Fuel Type	Method of Fueling
Marin Airporter	Diesel	Marin Airporter Contract, onsite; wet-fueling (Rush Landing); County of Marin; Commercial Pumps
	Gasoline	County of Marin
	Electric Power	Marin Transit (Rush Landing)
Transdev	Gasoline	County of Marin
GGT	Diesel	GGT Contract, onsite
	Electric Power	GGT – PG&E, no sub-metering

Each of Marin Transit’s vehicles in the Marin Airporter and Transdev fleet have a numbered fuel cube installed that allows contractors to dispense fuel at the County Fueling station and attributes the data to Marin Transit’s account, by vehicle. Under the new agreement, the County of Marin will continue to invoice Marin Transit monthly for fuel usage based on this data. The new agreement clarifies how the price of fuel will be set and establishes a price for installing new fuel cubes. The price of fuel will be the County daily rate plus a fee of \$0.38 per gallon.

As of May 2024, the current rates including fees for furnishing fuel services under this Agreement are as follows:

1. Gasoline - \$ 4.32 per gallon
2. Renewable Diesel - \$ 4.33 per gallon.
3. \$225.00 for each cube, installation, and programming for all vehicles added to Agency’s fleet.

Fiscal/Staffing Impact

The projected total cost for the two-year term is estimated to be \$1,790,000. The FY2024/25 operations budget includes these costs and no budget amendment is needed. Fuel prices are known to be volatile and Marin Transit’s budget includes capacity for price fluctuations. The actual annual cost to the District will vary per year based on the actual market rate and the volume of fuel used. Future year fuel costs will continue to be included annually in the Operations budget.



Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Ceci Morales", written over a horizontal line.

Ceci Morales
Accounting Analyst

Attachment A: Fuel Sales Service Agreement Between the Marin County Transit District and the County of Marin.

**FUEL SALES SERVICE AGREEMENT BETWEEN THE
MARIN COUNTY TRANSIT DISTRICT AND THE COUNTY OF MARIN**

THIS AGREEMENT entered into by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as “County” and the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as “Agency” this 29th day of May, 2024; and

WHEREAS, County Department of Public Works has the capacity and fuel station infrastructure to provide fuel to local government agencies; and

WHEREAS, Agency desires to obtain the access to the County’s fueling stations and agrees to pay the County the reasonable cost of providing the service and applicable overhead costs.

NOW, THEREFORE, IT IS AGREED by and between County and Agency.

1. RECITAL

That the above recital of facts is true and correct and is hereby incorporated into this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall be for a period of two (2) years commencing on the date executed and shall be considered renewed for successive annual terms, unless either party gives written notice of termination on or before thirty (30) days prior to the start of new term, or unless amended or terminated by the mutual consent of both parties.

3. PURCHASE OF FUEL

County shall provide Agency with fuel and install a Fuel Access Cube on Agency vehicles. Agency’s cost for fuel shall be the County’s current cost per gallon plus the direct cost of providing the service. Agency’s cost for the installation of the fuel access cube shall be the current cost of the device, plus installation and programming at the time County installs the device on the Agency’s vehicle. County shall allow Agency to purchase fuel for Agency’s owned, leased, or operated vehicles and equipment at the County’s fuel site.

4. FEES

County will invoice the actual market rate plus cost incurred in providing services at the time of the Agency uses the services.

As of May 2024, the current fees for furnishing fuel services under this Agreement are as follows:

1. Gasoline - \$ 4.32 per gallon
2. Renewable Diesel - \$ 4.33 per gallon.
3. \$225.00 for each cube, installation, and programming for all vehicles added to Agency’s fleet.

The cost of gasoline and renewable diesel includes the direct cost of providing this service at \$0.38 per gallon.

Agency agrees to pay the current fees at the time Agency uses the fuel site.

5. PAYMENT

The County will invoice the Agency for fees on a monthly basis. Agency agrees to pay fees invoiced within thirty (30) calendar days of receipt of County’s statement to the Agency.

6. TAXES

Agency agrees that any and all taxes, duties, fees, surcharges, or other similar charges, now or hereafter imposed by any federal, state, or local government unit upon, measured by, or incident to, the sale or transfer of the fuel that is sold by County to Agency hereunder ("Taxes") shall be the sole liability and responsibility of Agency, and in the event County is ever obligated to pay any such Taxes, Agency shall promptly reimburse County for all such Taxes paid by County.

7. BOOKS OF RECORD AND AUDIT PROVISION

County and Agency shall maintain records documenting all County services provided to Agency and all Agency information related to Agency vehicles that may be pertinent to this Agreement for a period of 7 years.

8. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold the other party harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Agreement and from any and all claims and losses to anyone who may be injured or damaged by reason of either party's willful misconduct or negligent performance of this Agreement.

9. COMPLIANCE WITH APPLICABLE LAWS

Each party shall comply with any and all federal, state and local laws.

10. NOTICE

Agency

_____ (Organization Name)
 _____ (Authorized Manager's Name)
 _____ (Title)
 _____ (Address)

County: Rosemarie Gaglione
 Director
 Marin County Public Works Department
 3501 Civic Center Drive, Room 304
 San Rafael, CA 94903

IN WITNESS whereof, the parties hereto have executed this Agreement the day and year first written above.

Attest: County of Marin

Agency

 Rosemarie Gaglione
 Director
 Marin County Department of Public Works

 (Name)

 (Title)



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

Board of Directors

Brian Colbert

President
Town of San Anselmo

Eric Lucan

Vice President
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Katie Rice

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Supervisor District 2

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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

August 5, 2024

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

Subject: Appointment of a Representative and Alternates to the Marin Emergency Radio Authority Board of Directors

Dear Board Members:

Recommendation

Approve the appointment of Marin Transit's Operations Manager as a representative and the Senior Operations Analyst and Director of Operations & Service Development as alternates to the Marin Emergency Radio Authority (MERA) Board of Directors.

Summary

The Marin Emergency Radio Authority (MERA) is a Joint Powers Authority in Marin County formed in 1998 to plan, implement and manage a countywide public safety and emergency radio system for the use of all member agencies. This system helps unify public safety response and ensures communication among individual agencies and departments. The system of 17 base station radio and receiver sites provides regional or countywide radio communications among dispatch centers and mobile units throughout the county.

The system was designed to provide the member agencies with effective and reliable radio communications for routine intra-agency operations and inter-agency communications during mutual aid and disaster operations within the 606 square miles of the County. Marin Transit and its contractors rely on the MERA radio communications system for two primary functions. First, the system is used by our paratransit operations team for daily communication between drivers and dispatch. Second, the system is used during emergency situations to communicate across all contractors and back to the County's Emergency Operations Center when transportation resources are requested.

Member agency contributions for operating and current debt service are determined by formula and are described in the MERA JPA Agreement. Marin Transit's annual payment for MERA operating and debt service total \$33,742 in FY 23/24.

MERA is governed by a Board of Directors comprised of representatives from the County of Marin, all cities, towns, and fire districts in Marin, and other special



districts. Appointments to the Board of Directors are made by resolution of the appointing member agency.

Your Board previously appointed the General Manager as the representative and the Director of Operations and Planning and the Operations Manager as the alternate representatives on the MERA Board of Directors. Staff now recommend that your Board appoint the Operations Manager as the MERA Board representative and the Senior Operations Analyst and Director of Operations & Service Development as alternates, as depicted in Attachment A.

Fiscal/Staffing Impact

None.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "KBurt", written over a light gray rectangular background.

Kate Burt
Administrative Assistant & Board Secretary

Attachment A: Notification of Appointment of Member Agency Representative and Alternates of the Marin Emergency Radio Authority (MERA)



NOTIFICATION OF APPOINTMENT OF MEMBER AGENCY REPRESENTATIVE AND ALTERNATE(S) OF THE MARIN EMERGENCY RADIO AUTHORITY (MERA)

Pursuant to Article III, Section I of the MERA Bylaws, MERA shall be governed by a Board of Directors (herein, the "Governing Board") composed of one (1) representative of each of the member jurisdictions (each, a "Member"). The governing body of each Member shall appoint a representative to serve as a member of the Governing Board and up to two (2) alternates to serve in the absence of the regular member. Representatives may be elected officials, appointed staff or citizens at large.

_____ [Name of Member] hereby notifies of the appointment of the following representatives to serve on the MERA Governing Board:

REPRESENTATIVE:

_____ Name

_____ Title

ALTERNATE 1:

_____ Name

_____ Title

ALTERNATE 2:

_____ Name

_____ Title

These individuals have authority to make decisions on behalf of the above-named entity with respect to all matters on which they will be called upon to decide in the positions to which they have been appointed.

IT IS HEREBY CERTIFIED that these appointments have been made through official action by the _____ [Name of Member Governing Body] at a meeting held on _____.

_____ Name

_____ Position*

*This form must be signed by the governing body Clerk (or designee) of the Member agency.

A REVISED FORM MUST BE SUBMITTED TO CHANGE ANY OF THE ABOVE REPRESENTATIVES



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Director
City of San Rafael

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Alternate
Town of Corte Madera

August 5, 2024

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

Subject: Approve the Purchase of Property at 1075 Francisco Blvd East, San Rafael for \$14 Million; Authorize Spending \$425,000 for Due Diligence, Closing, and Related Costs; Determine That the Proposed Acquisition Only of the Site is Not Subject to the California Environmental Quality Act (CEQA) Under Section 15004(b)(2)(A) (Land Acquisition Contingent on Future CEQA Compliance) and 15061(b)(3) (Common Sense Exemption), and is Exempt From CEQA Pursuant to CEQA Guidelines Section 15301 (Class 1) (Existing Facilities); and Adopt Budget Amendment #2024-01 to Move Project Phase to FY2024/25 Budget.

Dear Board Members:

Recommendation

Approve a Purchase and Sale Agreement to acquire the property located at 1075 Francisco Blvd E, San Rafael, California for \$14 million; approve execution of all documents and performance of all activities consistent with the terms of the Purchase and Sale Agreement, including delegation of authority to the General Manager to approve/accept information received during due diligence; authorize expenditures for due diligence, closing, and related costs not to exceed \$425,000; determine that the proposed acquisition only of the site is not subject to CEQA under section 15004(b)(2)(A) (land acquisition contingent on future CEQA compliance) and section 15061(b)(3) (common sense exemption), and is exempt from CEQA pursuant to CEQA Guidelines section 15301 (Class 1) (existing facilities); and adopt FY2024/25 budget amendment (BA#2025-01) to move the project right of way (property acquisition) phase to FY2024/25.

Summary

The District currently owns a fleet of 114 buses and paratransit vehicles operated and maintained through contracts with three vendors. The operations and maintenance of the District's fleet has historically been performed through a county-wide network of several storage and maintenance facilities owned or leased by contractors. The District has identified the value of investing in permanent, District-controlled facilities to incentivize competition for service operations contracts, reduce cost



uncertainty, and reduce or minimize overall operating cost growth. Additionally, a Marin Transit-owned electric bus facility will enable the District to meet the statewide mandate for a zero emission fleet, while achieving greenhouse gas reduction goals.

The owners of 1075 Francisco Blvd East in San Rafael (APN 009-191-37 and -38) (the “Property”) recently approached Marin Transit about the potential sale of their property. The owners and Marin Transit staff have negotiated a purchase and sale agreement conditioned on, among other things, the Board’s approval of the agreement, and Marin Transit’s completion of due diligence on the property, including receiving the City of San Rafael’s report regarding the proposed acquisition’s conformity with the City’s General Plan.

While Marin Transit may in the future develop the Property for an electric vehicle bus charging and maintenance facility or some other use to support Marin Transit’s public transit purposes, Marin Transit has not at this time made a final decision regarding any future development of the Property. Staff recommends that the Marin Transit Board find and affirm that it will not make any decision to approve future development of the Property until after the agency has prepared a site plan, performed all appropriate public outreach, evaluated the plan pursuant to the requirements of the California Environmental Quality Act (CEQA), and the Federal Transit Administration (FTA) has made a determination regarding the proposed development pursuant to the requirements of the National Environmental Policy Act (NEPA). Staff recommends that the Marin Transit Board find and affirm that acquisition of the Property will not limit the evaluation of alternatives for any future Marin Transit project that makes use of the Property. Consistent with the above, FTA has found that Marin Transit’s purchase of the Property qualifies for a Categorical Exclusion under NEPA.

Accordingly, staff recommends that your Board approve the purchase of the Property pursuant to the attached Purchase and Sale Agreement for \$14.0 million (conditioned on completion of due diligence on the property), and approve the execution of all documents and performance of all activities consistent with the terms of the Purchase and Sale Agreement, including delegation of authority to the General Manager to approve/accept information received during due diligence. Staff recommends that your Board authorize expenditures for due diligence, closing, and other related costs in an amount not to exceed \$425,000 for items such as appraisal, land surveying, broker commission, and title insurance premium. Staff recommends that your Board determine that the proposed acquisition only of the site is not subject to CEQA under section 15004(b)(2)(A) (land acquisition contingent on future CEQA compliance) and section 15061(b)(3) (common sense exemption), and is exempt from CEQA pursuant to CEQA Guidelines section 15301 (Class 1) (existing facilities), based on the findings described herein. Staff recommends that your Board adopt Budget Amendment 2025-01 to move the project right of way (property acquisition) phase to FY2024/25.

Background

Purpose and Need for Property Acquisition

The District currently owns a fleet of 114 buses and paratransit vehicles operated and maintained through contracts with four vendors. The operations and maintenance of the District’s fleet has historically been performed through a county-wide network of several storage and maintenance facilities owned or leased by contractors. The District has been able to operate and expand services



with these dispersed facilities, but the District has identified the value of investing in permanent District-controlled facilities as the District transitions to battery electric buses. Purchasing a facility has been a priority project for the District to incentivize competition for service operations contracts, reduce cost uncertainty, reduce or minimize overall operating cost growth, and meet the statewide mandate for a zero emission fleet. District ownership of a facility will impact procurements and operations for all Marin Transit services. District owned facilities will enable the District to better plan for service growth and effectively deploy, maintain, and integrate zero emission bus technologies. Past studies concluded that Marin Transit needed approximately 10 acres to operate and maintain its fleet.

In October 2016 your Board established goals and criteria for evaluating potential bus maintenance and operations facility sites. Attachment A, Initial Evaluation Criteria for Siting a Marin Transit Bus Maintenance and Operations Facility, describes these selection criteria. At a minimum, the site had to be at least 3 acres for a single site or combination of two sites, consistent with the local jurisdiction's General Plan, and the purchase and development needed to be financially feasible and cost effective. Other adopted criteria included:

1. Within Marin County to minimize deadhead or non-revenue service costs
2. Accessible to US 101
3. Compatible land use / good neighbor potential
4. Sufficient size and accessibility to maneuver and store buses
5. Primary egress and ingress routes to site are compatible with local circulation plan
6. Site readiness
7. Minimal vulnerability in case of a natural disaster
8. Title VI Equity Analysis
9. Preliminary Analysis of Potential Environmental Impacts on Site Surroundings

With the assistance of a commercial real estate broker, staff has explored over seventy-five sites for a property (or properties) that met both our fleet and facility needs as well as the selection criteria. Properties meeting the District's needs are quite limited and no single site has been identified.

In January 2020, the District acquired 600 Rush Landing in Novato, a 2.5 acre site primarily for use as a bus storage facility. In July 2021, the District acquired a 10,000 square foot building on a 0.71 acre site at 3000 Kerner in San Rafael. The District has renovated the building to serve as the Marin Access (paratransit) Operations facility housing maintenance, dispatch, call center, Travel Navigators, and administrative staff for demand response transit services. In August 2022, the District acquired 3010 & 3020 Kerner Blvd, adjacent to the Marin Access operations facility. The 0.9 acre site is being developed as parking for Marin Access transit vehicles.

Recognizing the need for a zero emission bus facility and storage, in June 2023, the Federal Transit Administration awarded a \$31.5 million grant to Marin Transit for the development of an electric bus maintenance and storage facility. The grant includes funding for acquisition of property, environmental studies, design and engineering of the facility, construction, and workforce development. Under the grant terms, Marin Transit is required to provide \$15.1 million in local matching funds, for a total project budget of \$46.6 million.



The District's Planned Acquisition of the Property

The District is a transit district whose purpose is to develop, finance, organize, and provide local Marin County transit service in a manner consistent with an overall San Francisco Bay Area regional transit system. The District currently operates local fixed route, paratransit, and mobility management services under contracts with service providers. The District typically provides these contractors with the vehicles needed to operate the service and relies on the contractors to provide some of the operations and maintenance facilities, using facilities they own or lease. The existing operations and maintenance facilities are dispersed throughout the county.

The District is interested in purchasing the property at 1075 Francisco Blvd E, San Rafael, California (the "Property") for potential consideration in evaluating alternatives for an electric bus maintenance and parking facility. A site map is shown in Attachment B.

While Marin Transit may in the future develop the Property for an electric vehicle bus charging and maintenance facility or some other use to support Marin Transit's public transit purposes, Marin Transit has not at this time made a final decision regarding any future development of the Property. Staff recommends that the Marin Transit Board find and affirm that it will not make any decision to approve future development of the Property until after the agency has prepared a site plan, performed all appropriate public outreach, evaluated the plan pursuant to the requirements of the California Environmental Quality Act (CEQA), and the Federal Transit Administration (FTA) has made a determination regarding the proposed development pursuant to the requirements of the National Environmental Policy Act (NEPA). Staff recommends that the Board find and affirm that acquisition of the Property will not limit the evaluation of alternatives for any future Marin Transit project that makes use of the Property.

Consistent with the above, FTA has found that Marin Transit's purchase of the Property qualifies for a Categorical Exemption under NEPA.

Key Terms and Conditions of Acquisition

Staff has negotiated with the property owner on a voluntary basis to acquire an unencumbered fee simple interest in the Property. The negotiated form of Purchase and Sale Agreement is attached as Attachment C. Some of the key terms and conditions of the acquisition include:

Price: The purchase price is \$14 million. This price is contingent upon information from an appraisal, review appraisal and approval from the Federal Transit Administration.

Occupancy: The Property is currently not occupied.

As-Is Purchase; Release of Claims: The District would acquire the property in its "as-is" condition and generally release Seller from claims related to the condition of the Property. During the due diligence period, staff intends to, among other things, engage a consultant to perform a "Phase I" environmental assessment and, if warranted, further investigations.

Due Diligence Period: The District would have a 60-day period to conduct and complete a due diligence review, including such matters as title condition; lease status; appraisal; physical, structural, and environmental condition; land use, zoning, and entitlement status; and suitability of the Property for the District's intended purpose. Should the District identify material concerns with the Property, it may



terminate the Agreement and receive a refund of its deposit during this due diligence period. Staff recommends authorizing the General Manager to approve/accept information received during due diligence and proceed with the closing of the purchase of the Property in the event that she determines in her reasonable discretion that such information does not materially affect the District's interests, is consistent with the District's expectations under the Purchase and Sale Agreement, and/or is otherwise commercially reasonable to accept.

Title Matters: The District has received a preliminary title report for the Property indicating a limited number of items/exceptions pertaining to the Property. Staff is not aware that any of the items will materially affect the value or use of the Property, but that assessment is subject to confirmation during the due diligence period. Staff has retained a surveyor to assist in this process.

Deposit: The District would make an initial \$100,000 deposit upon opening escrow, which would be applied toward the purchase price at closing. If the District terminates the agreement during the due diligence period, the full amount of the deposit would be refunded to the District. After the close of the due diligence period, the deposit would only be refunded to the District in limited circumstances (such as breach by the seller).

Schedule: If your Board approves a Purchase and Sale Agreement to acquire the Property, the parties would open escrow, Marin Transit would make the deposit into escrow, and the 60-day due diligence period would begin promptly. The closing would occur up to 30 days after completion of due diligence. Staff expects closing to occur no later than November 2024.

Other Matters for Consideration

San Rafael Report on Conformity with General Plan: California Government Code Section 65402(c) requires that whenever a governmental entity intends to acquire property within the jurisdiction of another city, the local planning agency of that city must have an opportunity to report on whether the location, purpose, and extent of the proposed acquisition conforms with city's adopted general plan. As a part of its due diligence, District staff will request a report from the City of San Rafael regarding the conformity of the District's proposed acquisition of the Property with San Rafael's General Plan.

Title VI Equity Analysis: The District is required to conduct a Title VI equity analysis to ensure the location identified for purchase is selected without regard to race, color, or national origin. While Marin Transit may in the future develop the Property for an electric vehicle bus charging and maintenance facility or some other use to support Marin Transit's public transit purposes, Marin Transit has not at this time made a final decision regarding any future development of the Property. As such, staff has determined that there are no equity impacts associated with acquisition of the Property. Marin Transit will evaluate this site as a part of the FTA required alternatives analysis and a Title VI equity analysis will be conducted for potential development.

Environmental Review

As explained above, the proposed action is limited to acquisition of vacant land. While Marin Transit may in the future develop the Property for an electric vehicle bus charging and maintenance facility or



some other use to support Marin Transit's public transit purposes, Marin Transit has not at this time made a final decision regarding any future development of the Property.

In June 2024, the Federal Transit Administration determined that this Acquisition of Real Property for the Fixed Route Electric Vehicles Charging and Maintenance project qualified for a categorical exclusion under NEPA pursuant to 23 CFR part 771.118(c) (6), "Acquisition, Transfer of real Property Interest". This is based on past experience with similar projects:

- do not induce significant environmental impacts to planned growth or land use for the area;
- do not require the relocation of significant numbers of people;
- does not have a significant impact on natural, cultural, recreational, historical or other resource;
- do not involve significant air, noise, or water quality impacts;
- do not have significant impacts on travel patterns;
- do not result in any use of historic or other resources within the meaning of Section 4(f) of the Department of Transportation Act, 49 USC § 303; and
- do not otherwise, either individually or cumulatively, have any significant environmental impact.

No development on the parcel may proceed prior to environmental review of such development.

Based on a review of the facts and circumstances of the Property and this transaction, staff determined that the acquisition only of the Property is not subject to CEQA pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") section 15004(b)(2)(A). That section explains that "agencies may designate a preferred site for CEQA review and may enter into land acquisition agreements when the agency has conditioned the agency's future use of the site on CEQA compliance." The proposed action today is acquisition of the Property. This action does not constitute a decision by Marin Transit regarding development of the Property. Rather, this action allows Marin Transit to secure land while the agency considers its proposed uses for the Property and performs a CEQA determination for such proposed development. Marin Transit will not undertake development until it has complied with CEQA; Marin Transit retains full discretion with respect to the Property including imposition of mitigation measures and evaluation of alternatives.

Staff has concluded the proposed project is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3) (common sense exemption), because it can be seen with a certainty that there is no possibility that the project may have a significant effect on the environment.

Lastly, staff has concluded that the proposed project is exempt from CEQA pursuant to CEQA Guidelines section 15301 (Class 1) (existing facilities) which applies to "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use."

Fiscal/Staffing Impact

These board actions approve the expenditure of \$14 million for the purchase of the Property. The District will also have associated costs of \$425,000 for expenditures related to the acquisition such as due diligence, closing, and other related costs (e.g., appraisal, land surveying, broker commission, title



insurance premium, escrow, staff time and recording fees). The 2% (\$280,000) brokerage fee will be paid directly to the District’s brokerage firm. Due diligence support will be provided under Marin Transit on call engineering contract with Mark Thomas Engineering for \$117,000. Additional legal fees and staff time will be required for the purchase.

All expenses are within the Facility Project Budget (Table 1), but a budget amendment is required to move the Right of Way (property acquisition) budget from future years to the current fiscal year. Staff recommends that the Board adopt FY2024/25 budget amendment 2025-01 to move \$19.75 million budget for the Right of Way (property acquisition) phase to FY2024/25. With the Categorical Exemption approval from FTA, the property acquisition should be eligible for funding from the District’s FTA Section 5339 grant. The grant will fund 60% of the property acquisition costs and 40% will be funded from District reserves. If grant funding is initially not available, the District has sufficient capital reserves for the purchase, and the acquisition cost can be used as local match for future project phases.

A full environmental clearance process for the facility project will be needed following the Right of Way purchase. The environmental phase is anticipated to exceed the current project budget since staff has needed to evaluate multiple sites. Staff anticipate transferring excess budget from the ROW phase to the Environmental phase following the completion of the ROW acquisition.

Table 1: Fixed Route Maintenance Facility Budget

Project Phase	Federal Share	Budget	Est Prior Expenditures	FY2024/25 Budget	Future Years
Environmental	60%	\$550,000	194,098	\$355,902	
Right of Way	75%	\$19,750,000		\$19,750,000	\$19,750,000
Design/Engineering	60%	\$2,350,000			\$2,350,000
Construction	60%	\$21,813,000			\$21,813,000
Workforce Development	80%	\$2,215,000		\$50,000	\$2,165,000
Total Project	67%	\$46,678,000	\$194,098	\$20,155,902	\$26,3288,000

Respectfully submitted,

Nancy Whelan
General Manager

Attachment A: Initial Evaluation Criteria for Siting a Marin Transit Bus Maintenance and Operations Facility

Attachment B: Site Map

Attachment C: Purchase and Sale Agreement and Addendum

Attachment D: PowerPoint Presentation on Purchase of 1075 Francisco Blvd E

Threshold Criteria

These requirements must be met. If they are not met, the site will be rejected.

A	Minimum size for a single site or combination of two sites shall be at least 3 acres.	✓
B	Land use shall be consistent with the General Plan.	✓
C	Purchase and development of the site shall be financially feasible and cost effective.	✓

Selection Criteria

1	Minimize deadhead or non-revenue service costs	<ul style="list-style-type: none"> <input checked="" type="radio"/> Peak period travel time to San Rafael Transit Center (SRTC) less than 12 minutes and within 4 miles <input type="radio"/> Peak period travel time to SRTC between less than 25 minutes and within 8 miles <input type="radio"/> Peak period travel time to SRTC less than 40 minutes and within 12 miles <input type="radio"/> Peak period travel time to SRTC more than 40 minutes or 12 miles 	<input checked="" type="radio"/>
2	Accessible to US 101	<ul style="list-style-type: none"> <input checked="" type="radio"/> Within 1 minute from a US 101 on ramp <input type="radio"/> Within 5 minutes from a US 101 on ramp <input type="radio"/> Within 10 minutes from a US 101 on ramp <input type="radio"/> 10+ minutes from a US 101 on ramp 	<input checked="" type="radio"/>
3	Compatible land use / good neighbor potential	<ul style="list-style-type: none"> <input checked="" type="radio"/> Current zoning and use is same or similar to proposed bus maintenance and storage facility use <input type="radio"/> Zoning is consistent with a bus maintenance and storage facility, or the site is eligible for a conditional use permit 	<input type="radio"/>
4	Sufficient size and accessibility to maneuver and store buses	<ul style="list-style-type: none"> <input checked="" type="radio"/> Accommodates 75 bus and shuttle vehicles <input type="radio"/> Accommodates 45 - 75 bus and shuttle vehicles <input type="radio"/> Accommodates 30-45 bus and shuttle vehicles <input type="radio"/> Accommodates less than 30 bus and shuttle vehicles 	<input type="radio"/>
5	Primary egress and ingress routes to site are compatible with local circulation plan	<ul style="list-style-type: none"> <input checked="" type="radio"/> Primary access route is adjacent to or on frontage road of highway <input type="radio"/> Primary access route is on arterial <input type="radio"/> Primary access route is on local collector 	<input checked="" type="radio"/>
6	Site Readiness	<ul style="list-style-type: none"> <input checked="" type="radio"/> Developable within three years <input type="radio"/> Developable within five years <input type="radio"/> Developable within ten years +1 * Extra point if site is partially available within 2 years 	<input checked="" type="radio"/>
7	Minimal vulnerability in case of a natural disaster	<ul style="list-style-type: none"> <input checked="" type="radio"/> Multiple bus and shuttle vehicle access opportunities <input type="radio"/> Adequate vehicle access opportunities <input type="radio"/> Single point of vehicle access 	<input checked="" type="radio"/>

1075 Francisco Blvd. East Site Map



**STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
 FOR PURCHASE OF REAL ESTATE**

(Vacant Land)

Dated: August 5, 2024

1. Buyer.

1.1 Marin County Transit District, a transit district formed pursuant to California Public Utilities Code Sections 70000 et seq., ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or 3 days after the waiver or satisfaction of the Buyer's Contingencies, ("Expected Closing Date") to be held by Old Republic Title Company ("Escrow Holder") whose address is 1400 Grant Avenue Novato California 94949, Phone No. 415-987-9632, Facsimile No. _____ upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) unimproved land is located in the County of Marin, is commonly known as (street address, city, state, zip) 1075 E Francisco Blvd San Rafael California 94901 and is legally described as: _____ (APN: 009-191-37 & 009-191-38.)

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Old Republic Title Company ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: _____ (collectively, the "Improvements").

2.4 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and _____ all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$14,000,000.00, or (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) _____ per unit. The unit used to determine the Purchase Price shall be: lot acre square foot other _____ prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: _____. The Purchase Price shall be payable as follows:

(Strike any not applicable)

- (a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): \$14,000,000.00
- (b) Amount of "New Loan" as defined in paragraph 5.1, if any: \$0.00
- (c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)":
 - (i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately: \$0.00
 Said First Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).
 - (ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately: \$0.00
 Said Second Note is payable at _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).
- (d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of: \$0.00

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

 INITIALS

 INITIALS

Attachment C

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or within 32 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. Buyer shall deliver to Escrow Holder a check in the sum of \$100,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of \$0.00 to be applied to the Purchase Price at the Closing.

(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of \$0.00 to be applied to the Purchase Price at the Closing.

(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is 38-3835348. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

5. ~~Financing Contingency. (Strike if not applicable)~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____ % of the Purchase Price, on terms acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

6. ~~Seller Financing. (Purchase Money Note). (Strike if not applicable)~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____ % per annum, with principal and interest paid as follows: _____ . The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in

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this transaction with the following real estate broker(s) ("Brokers") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm _____ License No. _____ is the broker of (check one): the Seller; or both the Buyer and Seller (dual agent).

Seller's Agent _____ License No. _____ is (check one): the Seller's Agent (salesperson or broker associate); or both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm Cushman & Wakefield License No. 01393059 is the broker of (check one): the Buyer; or both the Buyer and Seller (dual agent).

Buyer's Agent Brian Foster License No. 01393059 is (check one): the Buyer's Agent (salesperson or broker associate); or both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

~~8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)~~

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in Paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

9. Contingencies to Closing.

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS.** If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or _____ days following the Date of Agreement. Buyer has ~~60~~ days from the receipt of said disclosures **or the date of the agreement, whichever is later** to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has 10 or 60 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever

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is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has 30 or 60 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has 30 or 60 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals.* Buyer has 30 or 60 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

NOTE: Past uses of the Property may no longer be allowed. In the event that the Property must be rezoned, it is Buyer's responsibility to obtain the rezoning from the appropriate government agencies. Seller shall sign all documents Buyer is required to file in connection with rezoning, conditional use permits and/or other development approvals.

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or 60 days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan **or 60 days from the date of the agreement, whichever is later**, to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has 30 or 60 days following the receipt of the Title Commitment and Underlying Documents **or from the date of the agreement, whichever is later**, to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements.* Seller shall within 10 or _____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates **or 60 days from the date of the agreement, whichever is later**, to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association.* Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has ~~60~~ **10** days from the receipt of such documents **or from the date of the agreement, whichever is later**, to satisfy itself with regard to the association.

(j) *Other Agreements.* Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has ~~60~~ **10** days from the receipt of said Other Agreements **or from the date of the agreement, whichever is later**, to satisfy itself with regard to such Agreements.

~~(k) *Financing.* If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

~~(l) *Existing Notes.* If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) *Personal Property.* In the event that any personal property is included in the Purchase Price, Buyer has 10 or _____ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days following the Date of Agreement.

(n) *Destruction, Damage or Loss.* Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior

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to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

~~(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.~~

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

~~(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.~~

~~(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.~~

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

~~(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.~~

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to

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the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance.* **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses.* ~~Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.~~

11.4 *Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

~~11.6 *Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.~~

11.7 *Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

~~11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.~~

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of **13** years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, **which approval will not be unreasonably withheld, which may be granted or withheld in Buyer's sole discretion.**

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, feasibility studies, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but

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Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing ~~subject to the rights of tenants under Existing Leases.~~

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.~~

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of San Rafael on the date of August 8, 2024, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$100,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials

Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH

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ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect.** Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, this Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

~~23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.~~

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions.**

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(c) Agent Representing Both Seller and Buyer. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) Further Disclosures. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 Confidential Information. Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions.

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 27 through 35. (If there are no additional provisions write "NONE".)

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

- 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER

Cushman & Wakefield

Attn: Brian Foster

Title:

Address:

Phone:

Fax:

Email:

Federal ID No.:

Broker DRE License #:

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Date:

BUYER

Marin County Transit District, a transit district formed pursuant to California Public Utilities Code Sections 70000 et seq.

By:

Name Printed:

Title:

Phone:

Fax:

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Agent DRE License #: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: 38-3835348

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

~~27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to _____% of the Purchase Price to be divided between the Brokers as follows: Seller's Broker _____% and Buyer's Broker _____%. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing. Seller agrees to pay any Seller's broker commission. Buyer agrees to pay any Buyer's broker commission outside this agreement.~~

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

Date: _____

BROKER

SELLER

Marin Hospitality Inc.

Attn: _____

By: _____

Title: _____

Name Printed: _____

Address: _____

Title: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

Federal ID No.: _____

By: _____

Broker DRE License #: _____

Name Printed: _____

Agent's DRE License #: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

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**ADDENDUM TO STANDARD OFFER, AGREEMENT AND ESCROW
INSTRUCTIONS FOR PURCHASE OF REAL ESTATE**

By and between Marin County Transit District, a transit district formed pursuant to California Public Utilities Code Section 70000 et seq. (“Buyer”) and Marin Hospitality, Inc., a California corporation (“Seller”)

Property: 1075 E. Francisco Blvd., San Rafael, CA 94901

This Addendum is incorporated into and made a part of that certain Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (“Agreement”) dated for reference purposes August 5, 2024, as described above. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail. All capitalized terms in this Addendum shall have the same meaning as ascribed in the Agreement unless otherwise provided hereinbelow.

27. Voluntary Purchase /Sale Agreement from Private Entity to Public Agency. Buyer is a transit district whose purpose is to develop, finance, organize, and provide local Marin County transit service in a manner consistent with an overall San Francisco Bay Area regional transit system. Buyer currently operates local fixed route, paratransit, and mobility management services under contracts with service providers. Buyer represents to Seller that no specific site or property needs to be acquired; the Property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits; and Buyer will not acquire the Property if negotiations fail to result in an amicable agreement. Buyer has informed Seller in writing of what Buyer believes to be the market value of the Property.

28. Governmental Approvals. Pursuant to Paragraph 9.1(e), Buyer’s Contingencies include, among other things, Buyer’s right to satisfy itself with regard to approvals or permits from governmental agencies or departments which Buyer deems necessary or desirable in connection with its intended use of the Property. For clarification, the scope of such approvals may also include, among other things, appraisal of the Property; the Property’s compliance with all applicable laws, regulations, permits, and approvals; compliance with the National Environmental Policy Act and the California Environmental Quality Act; compliance with the federal Uniform Act and California Government Code Sections 7260, et seq.; and compliance with California Government Code Section 65402.

29. Occupancy. At the Closing, the Property will be unoccupied and no person other than Seller will be in possession of the Property or have claim to possession of the Property. Accordingly, Seller is not assigning any Existing Leases or Other Agreements to Buyer at the Closing, and Paragraph 10.2(c) and 10.3(c) are not applicable; no rents are required to be prorated at the Closing, and reference to rents in Paragraph 11.3 is not applicable; no security deposits held by Seller will be given to Buyer at the Closing, and Paragraph 11.4 is not applicable; and there will be no possessory rights of tenants under Existing Leases at the Closing, and reference to any such rights in Paragraph 13 is not applicable.

30. Closing Costs. Buyer shall pay the following escrow and closing costs: Escrow Holder's charges, the recording fees, and any required documentary transfer taxes. Buyer shall pay the premium for the policy of title insurance, any endorsements obtained by Buyer, and the cost of obtaining a survey, if any. Buyer shall pay the brokerage due to its broker, Cushman & Wakefield. Seller shall pay the cost of reconveyance of all financing (if any), and the brokerage commission due to its broker (if any).

31. Close of Escrow. Close of Escrow shall be three (3) days from Buyer's waiver of contingencies. Seller may elect to postpone the close of escrow for a period of 30 days by providing the other party 5 day advance written notice.

32. Seller's Representations and Warranties. As used in Paragraph 12, "Seller has no knowledge," "Seller's knowledge," and similar phrases shall mean to the current actual knowledge of Amish Patel, Sukhdev Patel, KP Patel, and Sangita Patel ("Seller's Representatives") only, without any duty of independent investigation or inquiry. Actual knowledge shall not be deemed to exist merely by assertion by Buyer of a claim that Seller's Representatives should have known of such facts or circumstances if such persons did not have actual knowledge of such facts and circumstances. Such term shall not include the knowledge of any other person or firm, it being understood by Buyer that (i) Seller's Representatives were not involved in the operation of the Property before Seller's acquisition of the Property, (ii) Seller's Representatives are not charged with knowledge of any of the acts or omissions of predecessors in title to the Property or the management of the Property before Seller's acquisition of the Property, and (iii) Seller's actual knowledge shall not apply to, or be construed to include, information or material which may be in the possession of Seller generally or incidentally, but of which Seller's Representatives do not have actual knowledge.

33. Buyer's Entry. Prior to entering the Property for the purpose of making inspections and tests specified in this Agreement, Buyer will have delivered to Seller a certificate of liability insurance with at least One Million Dollars (\$1,000,000) single limit coverage from all persons or entities hired by Buyer to perform such work on or about the Property. Buyer will indemnify, defend, and hold Seller harmless for, from, and against any and all claims, damages, injuries, costs, liabilities, losses (including mechanics' liens), and expenses (including, without limitation, reasonable attorneys' fees) arising out of any entry onto the Property by Buyer or Buyer's representatives to perform such inspections and tests.

34. Default by Seller. In the event Seller fails to perform its obligations pursuant to this Agreement for any reason (except due to a failure of any condition set forth in this Agreement or any failure by Buyer to perform hereunder), then Buyer shall elect, as its sole remedy, either to: (i) terminate this Agreement by giving Seller and the Escrow Holder timely written notice of such election, in which case Buyer shall be entitled to a reimbursement of (a) the entire Deposit, and (b) its actual, documented out-of-pocket third parties costs incurred in connection with its proposed acquisition of the Property, up to a maximum of One Hundred Thousand Dollars (\$100,000); or (ii) provided that Buyer has previously tendered full performance of all of its obligations under this Agreement, enforce specific performance of this Agreement, in which event there shall be no reduction of the Purchase Price and Buyer shall not be entitled to recover any damages (whether actual, direct, indirect, consequential, punitive or otherwise) notwithstanding such failure or breach by Seller, provided that Buyer shall be entitled to collect

any awarded attorneys' fees and costs. Buyer shall be deemed to have elected to terminate this Agreement pursuant to clause (i) hereinabove if Buyer fails to deliver to Seller written notice of its intent to commence an action to assert a claim for specific performance against Seller on or before ninety (90) days following the Expected Closing Date (as may be extended pursuant to the terms of the Agreement), or having given such notice fails to commence such action asserting said claim on or before ninety (90) days following the Expected Closing Date (as may be extended pursuant to the terms of the Agreement). If Buyer duly elects to terminate this Agreement pursuant to clause (i) hereinabove, then Buyer shall and hereby agrees in such event to waive any and all right to file or record any lis pendens or any other lien or encumbrance against the Property or to seek specific performance or other equitable relief or to seek or recover from Seller any damages (including, without limitation, any actual direct, indirect, consequential, punitive or other damages), except as it may relate to the reimbursement to Buyer set forth in clause (i) hereinabove, the Deposit, and any terms which survive the termination of this Agreement. The foregoing remedies set forth in subsections (i) and (ii) hereinabove are Buyer's sole and exclusive remedies with respect to Seller's default prior to the Closing, and Buyer waives any and all other remedies as may be available at law or in equity in connection with such Seller's default. Any and all covenants and obligations of Seller contained in this Agreement (including, without limitation, any default by Seller of any such obligations and covenants) shall merge into the grant deed upon the Close of Escrow, and shall not survive the Closing except any terms which survive the termination of this Agreement.

Seller: (_____) Buyer: (_____)

35. AS-IS PURCHASE.

35.1 As-Is Condition. Subject to Seller's representations and warranties expressly set forth in this Agreement and acknowledging Buyer's opportunity to inspect the Property, Buyer agrees to purchase the Property "AS IS", "WHERE IS", with all faults and conditions thereon. Except with respect to Seller's representations and warranties expressly set forth in the Agreement, the due diligence materials, and any documents delivered pursuant to the terms hereof by Seller to Buyer at Closing, any written or oral information, reports, statements, documents or records concerning the Property ("Disclosures") provided or made available to Buyer, its agents or constituents by Seller, Seller's agents, employees, or third parties representing or purporting to represent Seller, shall not be deemed representations or warranties unless specifically set forth in Paragraph 12 of the Agreement. In purchasing the Property or taking other action hereunder, and except as specifically set forth in Paragraph 12 of the Agreement, Buyer has not and shall not rely on any such Disclosures, but rather, Buyer shall rely only on Buyer's own inspections of the Property. Buyer acknowledges that the Purchase Price reflects and takes into account that the Property is being sold "AS IS."

35.2. No Additional Representations. Buyer acknowledges and agrees that except as expressly set forth in Paragraph 12 of the Agreement, the due diligence materials, and in any documents delivered pursuant to the terms hereof by Seller to Buyer at Closing, Seller has not made, does not make, and specifically disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind of character whatsoever, whether expressed or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the Property.

35.3 Release. Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property as Buyer deems necessary or desirable to satisfy itself as to any matters relating to the condition of the Property and will be relying solely upon the same and not upon any information provided by or on behalf of Seller, Seller’s agents, employees, or third parties representing or purporting to represent Seller, with respect thereto, except with respect to Seller’s representations and warranties expressly set forth in this Agreement, the due diligence materials, and any documents delivered pursuant to the terms hereof by Seller to Buyer at Closing. Upon Closing, and except with respect to Seller’s representations and warranties expressly set forth in this Agreement, the due diligence materials, and any documents delivered pursuant to the terms hereof by Seller to Buyer at Closing, Buyer shall assume the risk that adverse matters regarding the condition of the Property may not have been revealed by Buyer’s investigations.

In this regard and to the extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer realizes and acknowledges that factual matters related to the condition of the Property now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses that are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the waivers and releases contained herein related to the condition of the Property have been negotiated and agreed upon by Buyer in light of that realization and that Buyer nevertheless hereby intended to release, discharge and acquit Seller and Seller’s affiliates from any such unknown causes or action, claims, demands, debts, controversies, damages, costs, losses and expenses related to the condition of the Property. Buyer expressly waives the benefits of any law that generally provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Seller: (_____) Buyer: (_____)

The provisions of this Paragraph 35.3 shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the Closing documents.

SELLER:

BUYER:

MARIN COUNTY TRANSIT DISTRICT,
a transit district formed pursuant to California
Public Utilities Code Section 70000 et seq.

MARIN HOSPITALITY, INC.,
a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment C

1801083.7

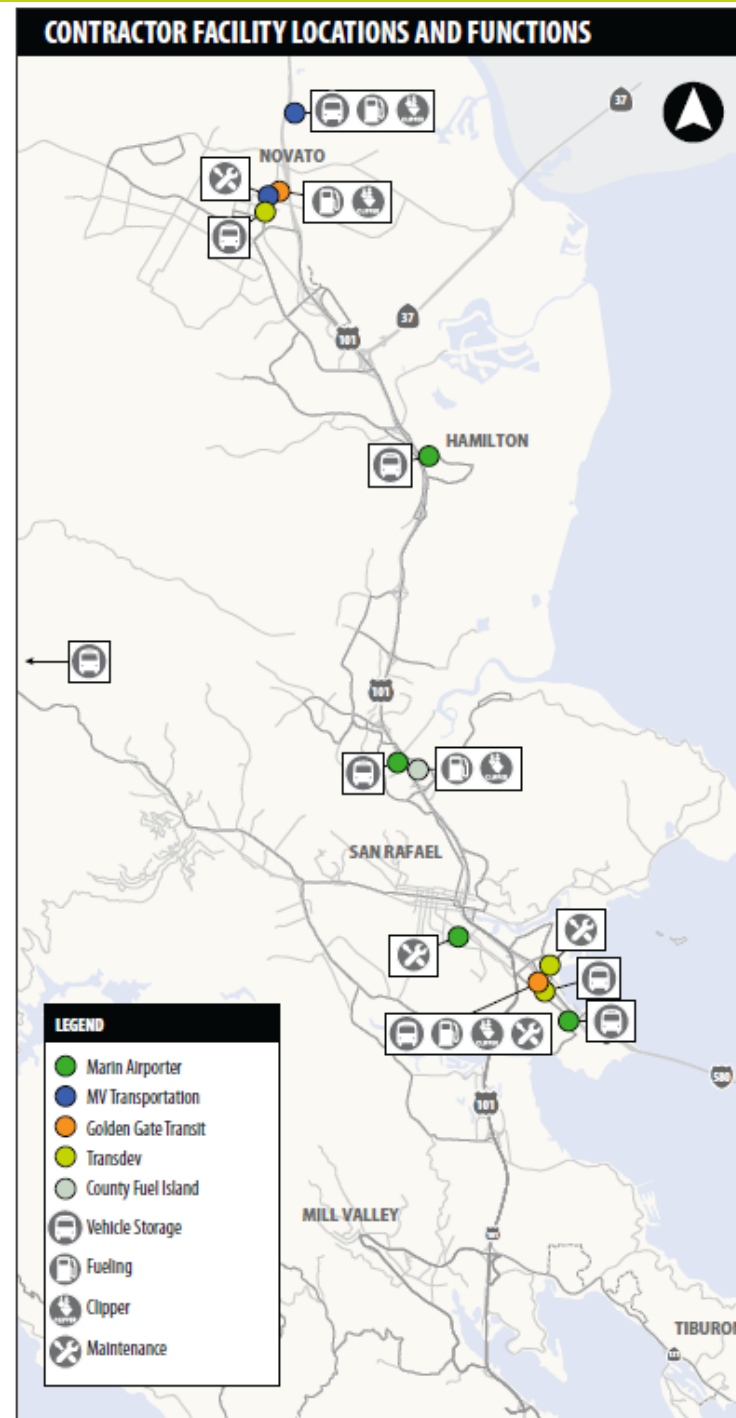


Purchase of 1075 Francisco Blvd. East

AUGUST 5, 2024

Summary of Property Search

- Active pursuit of property for 10+ years, with real estate broker assistance
- 75+ properties considered
- 9 appraisals conducted
- 15 offers made
- 3 small properties secured
- Still need larger site for zero emission bus maintenance/operations facility



Site Evaluation Criteria

- 3+ acres
- Consistent with General Plan
- Within Marin County to minimize deadhead or non-revenue service costs
- Accessible to US 101
- Compatible land use / good neighbor potential
- Sufficient size and accessibility to maneuver and store buses
- Primary egress and ingress routes to site are compatible with local circulation plan
- Site readiness
- Minimal vulnerability in case of a natural disaster
- Title VI Equity Analysis
- Preliminary Analysis of Potential Environmental Impacts on Site Surroundings

1075 Francisco Blvd East, San Rafael

Lot size: 3.5 acres

Owner: Marin Hospitality Inc.

Land use: Commercial

Price: \$14 M

- ✓ Site is vacant, undeveloped
- ✓ Access on E. Francisco and Castro
- ✓ Very close to Marin Access facility
- ✓ Willing seller



Key Terms of Purchase Agreement

Purchase Price	\$14 million
Deposit	\$100,000
Type of Purchase	Voluntary Sale
Due Diligence Period	60 days
Current Leases	None; raw land
Close Escrow	Up to 30 days following completion of due diligence

Environmental Review

NEPA

- FTA provided NEPA Categorical Exclusion ***for property purchase only***
- Marin Transit has not at this time made a final decision regarding any future development of the Property
- No development on the parcel may proceed prior to environmental review of such development

CEQA

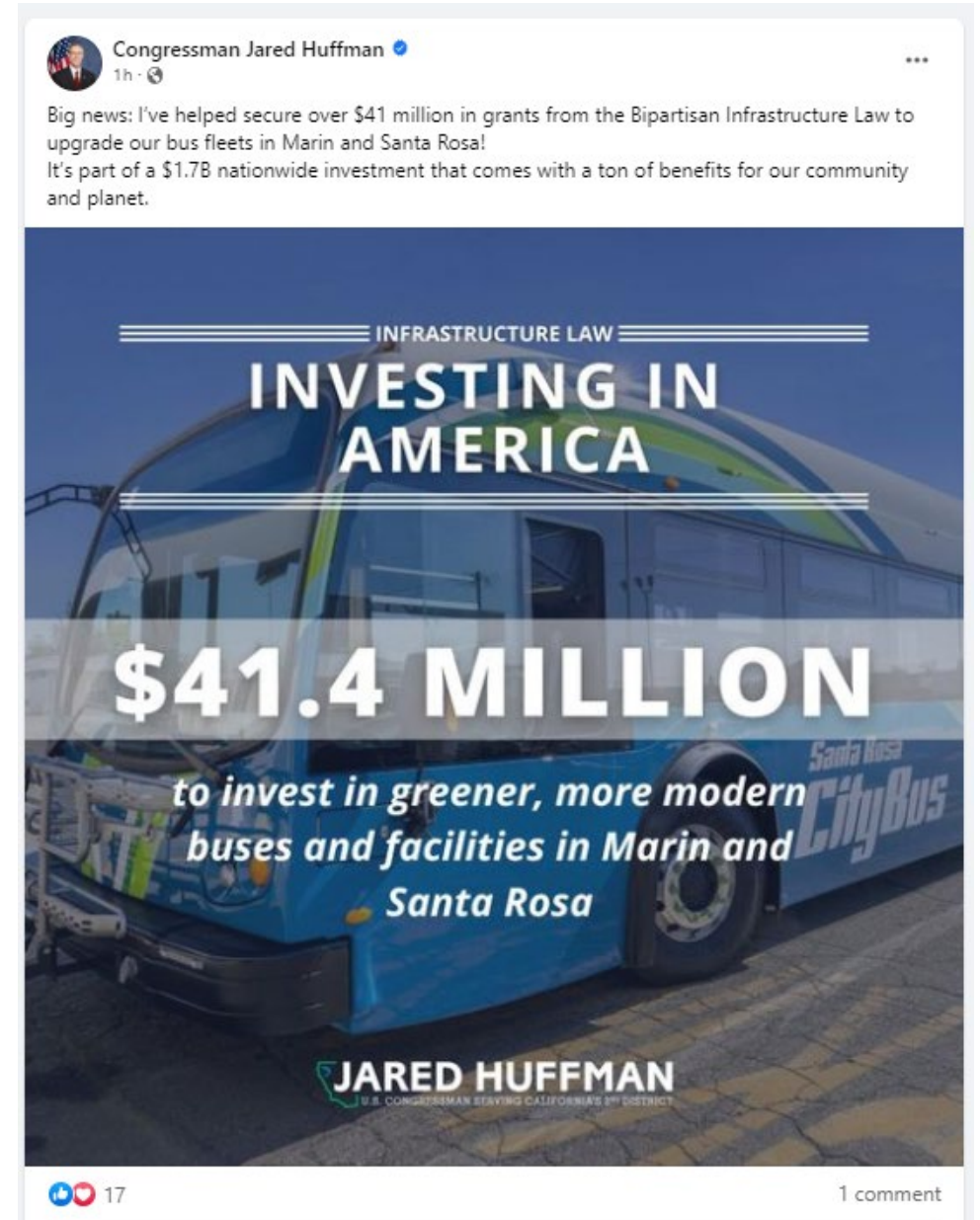
- Acquisition only of the Property is not subject to CEQA pursuant to 14 Cal. Code Regs. (“CEQA Guidelines”) section 15004(b)(2)(A) and 15061(b)(3), and exempt under section 15301
- Marin Transit can secure land while considering its proposed uses for the Property and performs a CEQA determination for such proposed development.
- Marin Transit will not undertake development until it has complied with CEQA

June 2023 Grant Award

FTA Grant	\$31,535,000	(68%)
Local Match	<u>\$15,143,000</u>	(32%)
Total project	\$46,678,000	

Preliminary Project Component Budgets

Site acquisition	\$20 million
Construction of maintenance facility	\$14.338 million
Electric infrastructure for bus charging	\$10.125 million
Workforce development including potential childcare center	\$2.215 million



Grant Funded Workforce Training and Childcare

Target Programs Outlined in Grant Application

Workforce Training	Childcare
Training programs for the existing workforce to support a ZEB fleet and state of the art maintenance facility	Development of a childcare facility on site at the new electric bus storage and maintenance facility, if feasible.
Training and apprenticeship programs aimed at recruiting a new workforce to operate and maintain transit services and facilities.	Subsidized childcare for transit workers

- Partnerships with College of Marin, Santa Rosa Junior College, community organizations to develop programs

Economic Impacts of Facility - Jobs

Construction

For building \$24.5 million facility

- 134 construction jobs
- 20 indirect jobs
 - Manufacturing
 - Wholesale
 - Financial
 - Business
- 33 Induced Jobs

Contract Operations

For \$10.6 M in annual contract operations

- 100 contractor employees
 - Drivers
 - Mechanics
 - Transit Managers
 - Dispatchers
- 110 indirect jobs
- 21 induced jobs

Recommended Board Action

- Approve the purchase of property at 1075 Francisco Blvd East, San Rafael for \$14 million
- Authorize spending \$425,000 for due diligence, closing, and related costs
- Determine that the proposed acquisition only of the site is not subject to the California Environmental Quality Act (CEQA) under section 15004(b)(2)(A) (Land Acquisition Contingent on Future CEQA Compliance) and 15061(b)(3) (Common Sense Exemption), and is exempt from CEQA pursuant to CEQA Guidelines section 15301 (Class 1) (Existing Facilities) based on findings described in the staff report
- Adopt budget amendment #2024-01 to move project phase to FY2024/25 budget

Thank you

CONTACT

Nancy Whelan

General Manager

nwhelan@marintransit.org





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marintransit.org

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Director
City of San Rafael

Fred Casissa

Alternate
Town of Corte Madera

August 5, 2024

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

Subject: Adoption of Marin Transit’s Updated Vehicle Replacement Plan

Dear Board Members:

Recommendation

Approve Updated Vehicle Replacement Plan (Attachment A).

Summary

An interim fleet plan update is needed to accommodate plan updates resulting from (1) service changes related to the COVID-19 pandemic and (2) to request regionally programmed federal funds for the next two to five years of vehicle replacements.

Marin Transit’s fleet plan details the District’s vehicle replacement plan to maintain a state of good repair and ensure the appropriate number and type of buses are available to deliver the fixed route service plan and meet ADA paratransit demand. The plan also outlines the schedule to transition the fleet to zero emission vehicles. The fleet plan is formally adopted as part of both the District’s Short Range Transit Plan (SRTP) Capital Plan and the Zero Emission Fleet Transition Plan.

Since the last adoption in May 2023, the District made significant changes to the fixed route service plan and has more information on how paratransit demand was affected by the COVID-19 pandemic. This letter includes a revised replacement plan with updates to reflect the changes in operational needs while continuing to prioritize reducing emission and using alternative fuels. We are requesting adoption of the baseline replacement plan now to align with the Metropolitan Transportation Commission’s (MTC) request for vehicle replacement needs for the regional Transit Capital Priorities (TCP) funding process. MTC is working on a two-year funding plan, that funds 80% of transit agencies vehicle replacement costs with Federal Transit Administration (FTA) Section 5307 funding.

The proposed changes reflected in this update are:

- One (1) shuttle and two (2) diesel cutaway vehicles will be replaced with two (2) 30ft standard-sized low-floor hybrid vehicles in FY2025



- Eight (8) narrow-bodied vehicles will be replaced with eight (8) standard-sized low-floor hybrid vehicles in FY2025 (2 -30ft and 6-40ft).
- 12 paratransit replacements have been delayed and will be replaced in FY2025.
- 15 paratransit replacements will be delayed one year and replaced in FY2026.

Staff will bring a full Capital Plan to the board as part of the SRTP process this fall. Staff will also update the Zero Emission Fleet Transition Plan following the SRTP adoption to reflect the final fleet replacement plan.

California Air Resource Board’s Innovative Clean Transit Rule

CARB adopted the Innovative Clean Transit Rule (ICT) in December 2018. The rule outlines a transition of California transit agencies to zero emission bus technology by 2040. Under this rule, Marin Transit is categorized as a small transit agency and will have zero emission purchase requirements beginning in 2026. Table 1 shows the purchase requirements for both large and small transit agencies. Any zero-emission buses (ZEBs) purchased before the purchase requirements are eligible for additional funding through CARB’s Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP). They can also be used as credits toward future required zero emission bus purchases.

Table 1: Percentage of purchases required to be zero emission under ICT

Year	Large Transit Agency	Small Transit Agency
2023	25%	-
2026	50%	25%
2029	100%	100%

CARB has allowed for exceptions to the requirements if no zero-emission vehicles have been federally certified for a particular vehicle type. Federal safety testing is required before vehicles are available for purchase with federal money. Marin Transit’s fleet plan assumes that appropriate zero-emission vehicles will be available for purchase to meet the ICT requirements in the future. At this time, no federally-approved zero-emission alternatives are available for Marin Transit’s narrow-bodied 30ft and 35ft vehicles that are used on narrow rural roads. Marin Transit’s paratransit vehicles are light duty vehicles and are not covered by the ICT regulations. Marin Transit does plan to convert these vehicles to ZEBs and is evaluating technologies and making facilities investments to support this in the future.

Zero Emission Bus Technologies

There are two main types of zero emission bus technologies: hydrogen fuel cell electric buses (FCEBs) and battery electric buses (BEBs). Both are electric, but the former uses a hydrogen fuel cell to create electricity and the latter uses a battery that is charged through the electrical grid. Marin Transit has six (6) BEBs and the current plan continues to invest in BEBs.

Zero-emissions technology continues to develop and change. However, neither BEB nor FCEB technologies currently meet all requirements for transit operations cost effectively. The risks and advantages of each technology are outlined below. Currently, battery electric technology is the most cost-effective approach to convert the majority of Marin Transit’s fleet. Marin Transit staff will revisit this assumption for the FY2029 procurement of nine (9) battery-electric buses. Major factors that could change the District’s selected technology track include:



- Whether Golden Gate Bridge Highway and Transportation District determines hydrogen-electric technology is the best way to serve their long-distance routes and a plan for potential sharing of a fueling facility with Marin Transit.
- The costs of hydrogen-electric technology and fuel significantly decrease and become a more cost-effective solution for public transit operations.
- Battery Electric technology does not improve enough to meet the range demands of rural routes.

Hydrogen Fuel Cell Electric Buses (FCEBs)

FCEBs can work well in daily transit operations. They are capable of replacing traditional diesel buses on an almost one for one basis due to the number of miles (range) they can travel in a day. Instead of gasoline or diesel, these buses use hydrogen fuel. They are significantly more expensive at over a \$1 million per bus or almost three times the cost of a diesel bus. The cost of hydrogen can be three times as expensive as diesel.

FCEBs require agencies either install special hydrogen fueling stations or rely on hydrogen that is trucked to the fueling site. Additionally, hydrogen is highly combustible and transit agencies often must upgrade their maintenance and storage facilities. To minimize leaks, these buses store hydrogen fuel on the roof. As a result, maintenance facilities often need to be retrofitted with higher ceilings to provide for safe clearance. As Marin Transit develops a new fixed route maintenance facility, staff plan to ensure clearance is sufficient for hydrogen vehicles. Alameda-Contra Costa Transit District (AC Transit) has been a leader in this technology in the bay area and was recently awarded a federal grant to purchase 25 new hydrogen vehicles. Significant investment in this technology and in the hydrogen delivery network is happening in California. Staff is following and interested in how these developments could make this technology a viable option for Marin Transit.

Battery Electric Buses (BEB)

Marin Transit, has purchased six (6) battery electric buses (BEBs) and is using them in service. BEBs have batteries that are charged via the electric grid either while parked in the yard (depot charging) or while on-route (opportunity charging). Currently Marin Transit only uses depot charging (two at GGBHTD yard and four at the District's Rush Landing facility). Opportunity charging can be very expensive using large amounts of energy at one time, which incurs higher electricity fees than a bus charging over a longer period of time either between service blocks or overnight. Having chargers in multiple places adds resiliency to the system. This maximizes the ability to charge and operate buses during an emergency when power might be out in some areas.

The greatest limitations of battery electric buses is range (the number of miles they can travel between charges) and the amount of time it takes to recharge each bus. Marin Transit's battery electric buses are capable of operating for around 150 miles on a single charge, but are typically assigned to routes and blocks that do not exceed 130 miles. Range is impacted by HVAC systems, hills, and driver behavior. Marin Transit expects that battery range and technology will continue to improve.

Over the life of the bus, the battery is estimated to degrade by about 80 percent. At retirement, the buses are estimated to be able to travel 100 miles on relatively flat terrain. At this range, an electric bus could serve about 27 percent of Marin Transit fixed route work blocks. Marin Transit's current longest transit work block is almost 300 miles.



Staff expects that electric bus ranges will improve over the coming years as technology improves and there is wider adoption of BEBs. Marin Transit benefits from the experience of larger transit agencies that are required to invest in zero emission bus technology earlier. Challenges these agencies have encountered are related to scaling their battery electric bus fleets, and include:

- Developing the necessary infrastructure;
- Implementing technology solutions for charging;
- Scheduling vehicles for service with limited range; and
- Maintaining new vehicle types and related charging infrastructure.

2024 Replacement Plan

Marin Transit has a fleet of 68 fixed route buses and manages a fleet of 46 paratransit vehicles. Of the 46 paratransit vehicles, 17 are owned by Golden Gate Bridge Highway and Transportation District (GGBHTD) in proportion to their share of local and regional paratransit service. Marin Transit is currently putting seven (7) new hybrid buses into service operated by GGBHTD and recently replaced paratransit vehicles with 10 new paratransit vans. Attachment A shows the District’s fleet with those additions. This current fleet is also summarized in Table 2.

Transit buses have a useful life of 12 years, fixed route shuttles have a useful life of 7 years and paratransit cutaways and vans have a useful life of 5 years. Delivery time for 30/40ft vehicles has increased to 1-2 years. Shuttles and paratransit vehicles can be delivered in 3-9 months.

Transit agencies have historically maintained approximately a 20% spare ratio. The spare ratio is the number of vehicles over the maximum service requirement divided by the maximum service requirement. This allows operators to perform scheduled maintenance and make vehicle repairs. Marin Transit’s contractors are experiencing new challenges maintaining the vehicle fleet and there has been a need for a higher spare ratio to prevent missed service. This is due to delays in the vehicle parts supply chain resulting in longer repair times and out of service periods for vehicles. Due to these pressures and the timeline to purchase new buses, the District is also looking to lease three (3) 40ft buses from GGBHTD until the FY2024/25 purchases are delivered.

Table 2: Marin Transit Fleet

Service (Current Contractor)	35ft EV	40ft EV	40ft	35ft	30ft	Cutaway Shuttles	Vans	Total Vehicles
Fixed Route (Marin Airporter)	-	4	13	-	4	13	-	34
Rural XHFs (Marin Airporter)			-	4	7	-	-	11
Fixed-Route (GGBHTD)	2	-	17	4	-	-	-	23
Fixed-Route Total	2	4	30	8	11	13	0	68
Catch A Ride (North Bay Taxi)	-	-	-	-	-		1	1
Local Paratransit (Transdev)	-	-	-	-	-	15	13	28
Paratransit Vehicles Owned by GGBHTD (Transdev)	-	-	-	-	-	17	-	17
Demand Response Total	0	0	0	0	0	32	14	46
Total								114



The goals for Marin Transit’s update to its Fleet Replacement Plan include:

- Transition the Marin Transit fleet to zero emission;
- Meet or exceed the requirements set in place by the California Air Resources Board;
- Support current service levels and adjust vehicle type to match service changes;
- Retain flexibility to adjust to rapidly changing technology; and
- Standardize the fleet and consolidate purchases.

For purposes of the draft Fleet Replacement Plan, staff assumed the following:

- An FTA-approved BEB cutaway bus will be available in 2030;
- The range of in-depot charged buses will increase from about 125 miles to 300 miles by 2027; and
- Over the next five years, the District will not have the resources (financial, staffing and facilities) to invest in Hydrogen.

To plan for technological uncertainty, Marin Transit staff has developed the following recommendations:

- 1) Develop a base plan that assumes the zero-emission technology is available to meet the minimum ICT requirements, without significant changes to routing or requiring in-route charging infrastructure;
- 2) Identify decision points that allow time for developing route changes or infrastructure projects, if they are required; and
- 3) Identify decision points that allow the purchase of additional zero-emission vehicles, if technology exceeds expectations and/or there is significant additional capital to pursue in-route charging or other mitigations for deploying zero-emission buses.

Table 3 below shows the current fleet replacement plan for adoption for the TCP request. In addition to the draft replacement plan in Table 3 below, Attachment A is a more detailed chart of the plan. Your Board will consider a vehicle replacement plan in late 2025 as part of adopting the 2024-2033 S RTP update.



Table 3: Marin Transit 2024 10 year Fixed Route Vehicle Replacement Plan

Fiscal Year (year of order)	Fixed Route ZEB Fleet Percentage (after delivery)	Replacement Vehicle Purchases		
		Standard Size Buses	Cutaways	Paratransit Vehicles
FY 2025	8%	4 - 30ft Hybrid Buses 6 - 40ft Hybrid Buses 20-Hybrid midlife refresh		2 - EV Cutaways
FY 2026	14%	1 - 30ft Hybrid Buses 7 - 40ft Hybrid Buses 4 - 30ft Electric Buses		15 – Cutaways 7 – Vans
FY 2027	14%		5 – Shuttles	
FY 2028	14%	2- 30ft Hybrid Buses		5 - Vans
FY 2029	27%	9 - 40ft Electric Buses 7 - Hybrid midlife refresh		10 -vans
FY 2030	27%			
FY 2031	46%	4 - 35ft Electric Buses 11 - 40ft Electric Buses 10-hybrid midlife refresh		15 – EV Cutaways 7 – EV Vans
FY 2032	54%	4 - 30ft Electric Buses 2- 35ft Electric Buses 8 – Hybrid midlife refresh		
FY 2033	54%	4 -40ft Electric Buses		
FY 2034	61%	2 – Hybrid midlife refresh	5 - Electric Cutaways	15 – EV Vans

FISCAL IMPACT:

Adoption of this update to the fleet replacement plan will allow the District to receive funding in the current regional Transit Capital Priorities (TCP) Call for Projects. MTC is anticipating programming funds for FY2024/25 and FY2025/26 based on estimated revenues using the Bipartisan Infrastructure Law (BIL) authorization levels. Each year, the project will be revised to match the final FTA apportionments for that year. Based on past allocations and the TCP policy this typically provides 80% of vehicle replacement costs from FTA Section 5307 funds.

Once the regional funding plan is developed, staff will bring a board resolution for adoption that includes the specific projects and the local match commitments required. This would include the following projects:



	Project	Total	Federal	Local
FY2025	4- 30ft Hybrid Buses	\$4,046,400	\$3,237,120	\$809,280
FY2025	6-40ft Hybrid Buses	\$6,203,585	\$4,962,868	\$1,240,717
FY2025	15- Paratransit Cutaways	\$2,010,000	\$1,608,000	\$402,000
FY2025	7 Paratransit Vans	\$938,000	\$750,400	\$187,600
FY2025	21 Hybrid Refresh	\$1,300,000	\$1,040,000	\$260,000
FY2026	4- 30ft EV Buses	\$4,780,000	\$3,824,000	\$956,000
FY2026	1-30ft Hybrid Bus	\$1,039,000	\$831,200	\$207,800
FY2026	7-40ft Hybrid Buses	\$7,875,000	\$6,300,000	\$1,575,000
Two Year Totals		\$28,191,985	\$22,553,588	\$5,638,397

Staff also submitted a Regional Measure 3 (RM3) application to help fund the local match for these purchases. Other available sources of local match funds include the State Low Carbon Transit Program (LCTOP) (zero emission vehicles only), State SB1 State of Good Repair formula funds, and local Measure AA capital funds.

Respectfully submitted,

Lauren Gradia
Director of Finance and Capital Programs

Attachment A: Updated Vehicle Replacement Plan

Attachment B: Current Fleet Summary

Attachment C: Fleet Composition Timeline

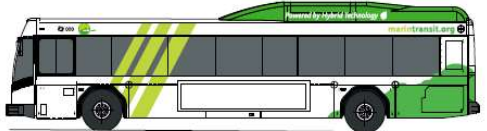
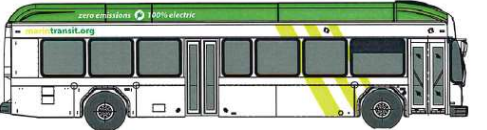

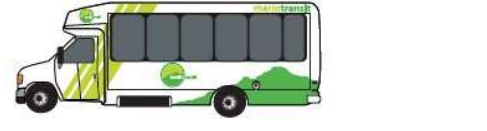



Attachment D: Presentation

Attachment A
Updated Vehicle Replacement Plan 2024

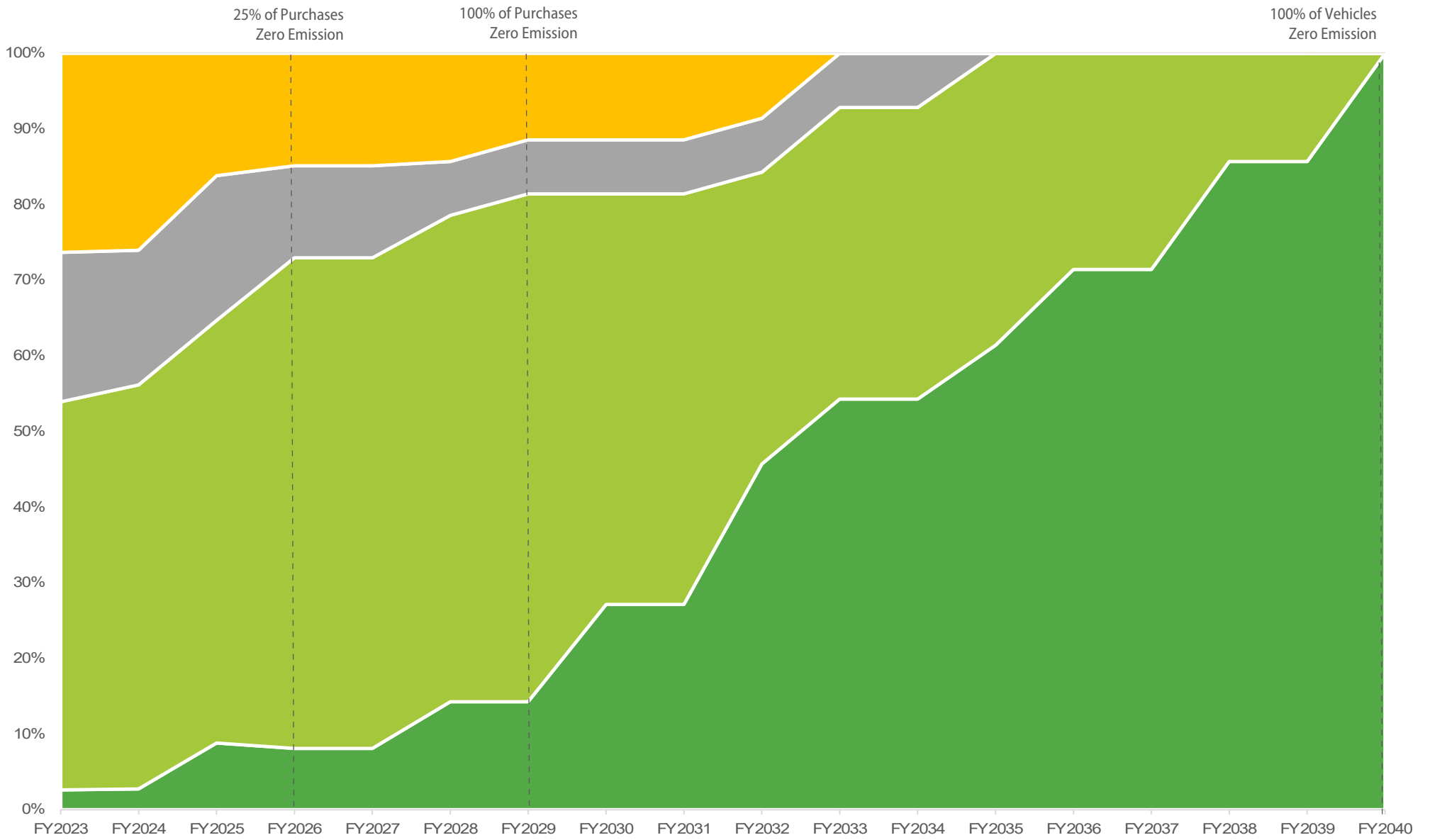
Contractor	Vehicle Type	Life Cycle (yrs)	Current Vehicles	Final Vehicles	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY2035	FY2036	FY2037	FY2038	FY2039	FY2040		
Golden Gate Transit	40ft Hybrid	12	17	0																			
	40ft Electric	12		17																			
	35ft Hybrid	12	4	0																			
	35ft Electric	12	2	6																			
Contractor (Currently Marin Airpporter)	40ft Hybrid	12	13	0																			
	40ft Electric	12	4	27																			
	35ft Electric			4																			
	30ft Hybrid	12	4	0																			
	30ft Electric			11																			
	35ft Narrow	12	4	0																			
	30ft Narrow	12	7	0																			
	Shuttle	7	13	0																			
	EV Shuttle	7		5																			
Total Fixed Route Vehicles			68	70	0	0	0	0	-4	10	0	0	-21	17	0	0	-9	9	0	0	-15	15	
ZEB Percentage			9%	100%					8%	8%	14%	14%	27%	27%	46%	54%	54%	61%	71%	71%	86%	86%	100%

Attachment B
2024 Fleet Summary

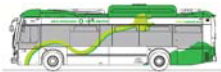
114 Vehicles Total; 68 fixed route, 46 Demand Response

No. of Vehicles	Vehicle Type	Vehicle	Fuel Type	Contractor	Service	Vehicle Length	Seating Capacity
30 4 4	40ft Hybrid Vehicle 35ft Hybrid Vehicle 30ft Hybrid Vehicle		Diesel	Marin Airporter, Golden Gate Transit	Fixed Route Local	40ft 35.5ft 30ft	34 - 38 29 - 31 26
4 2	40ft Battery Electric 35ft Battery Electric		Electricity	Marin Airporter, Golden Gate Transit	Fixed Route Local	40ft 35ft	38 32
4 7	35ft XHF 29ft XHF		Diesel	Marin Airporter	West Marin Stagecoach	35ft 29ft	41 29
13	Shuttle Cutaway		Gasoline	Marin Airporter	Local Shuttle	24ft	20
15	Paratransit Cutaway		Gasoline	Transdev	Paratransit	22ft 24ft	8 12
14	Ford Transit Vans		Gasoline	Transdev	Paratransit	22ft	6
17	Paratransit Cutaway Owned by GGBHTD		Gasoline	Transdev	Paratransit	22ft	8

Marin Transit Fixed Route Fleet Composition Over Time



■ Percentage Zero Emission



■ Percentage Hybrid



■ Percentage Gasoline



■ Percentage Diesel





Fleet Update

ITEM 7



August 5, 2024

[marintransit.org](https://www.marintransit.org)

Fleet Plan Update

Interim Update

Needed to allow District to request FTA funding in MTC programming cycle

- will be incorporated into Short Range Transit Plan
- will be basis for next ZEB plan update
- does not do a full evaluation of ZEB transition decision points

Reflects service changes during COVID

- Change in service delivery of Muir Woods Shuttle
- Shift to fewer shuttle routes
- Delays orders for paratransit replacements to reflect lower vehicle need

Current Fleet

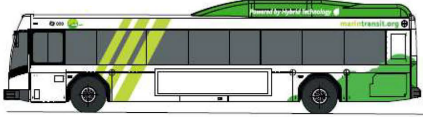
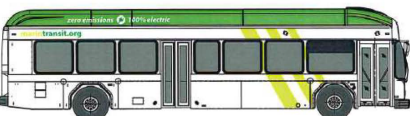





114 Vehicles

68 Fixed Route

- 6 Electric
- 38 Hybrid
- 13 Gasoline
- 11 Diesel

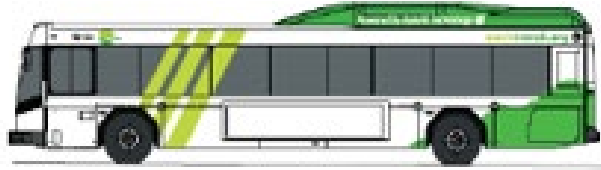
46 Demand Response

- 17 Owned by GGBHTD
- 14 Vans

No. of Vehicles	Vehicle Type	Vehicle	Fuel Type	Contractor	Service	Vehicle Length	Seating Capacity
30 4 4	40ft Hybrid Vehicle 35ft Hybrid Vehicle 30ft Hybrid Vehicle		Diesel	Marin Airporter, Golden Gate Transit	Fixed Route Local	40ft 35.5ft 30ft	34 - 38 29 - 31 26
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17	Paratransit Cutaway Owned by GGBHTD		Gasoline	Transdev	Paratransit	22ft	8

Vehicle Lifecycles

Heavy Duty Vehicles



12 year lifecycle

Medium Duty Vehicles



7 year lifecycle

Light Duty Vehicles



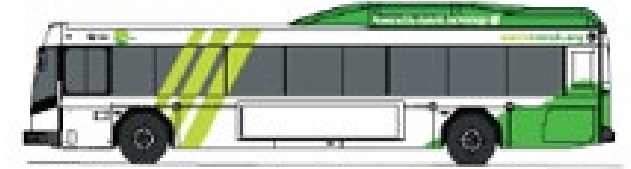
5 year lifecycle

Replacements in Next 2 Years

\$28.2 in project costs

- Requesting FTA Section 5307 funds for 80% of costs
- Need a local matching funds of \$5.6 million
- Requested RM3 funds to help with local match
- Delivery of transit buses can take an additional 1-2 years

18 Hybrids



4 ZEBs



7 Paratransit Vans

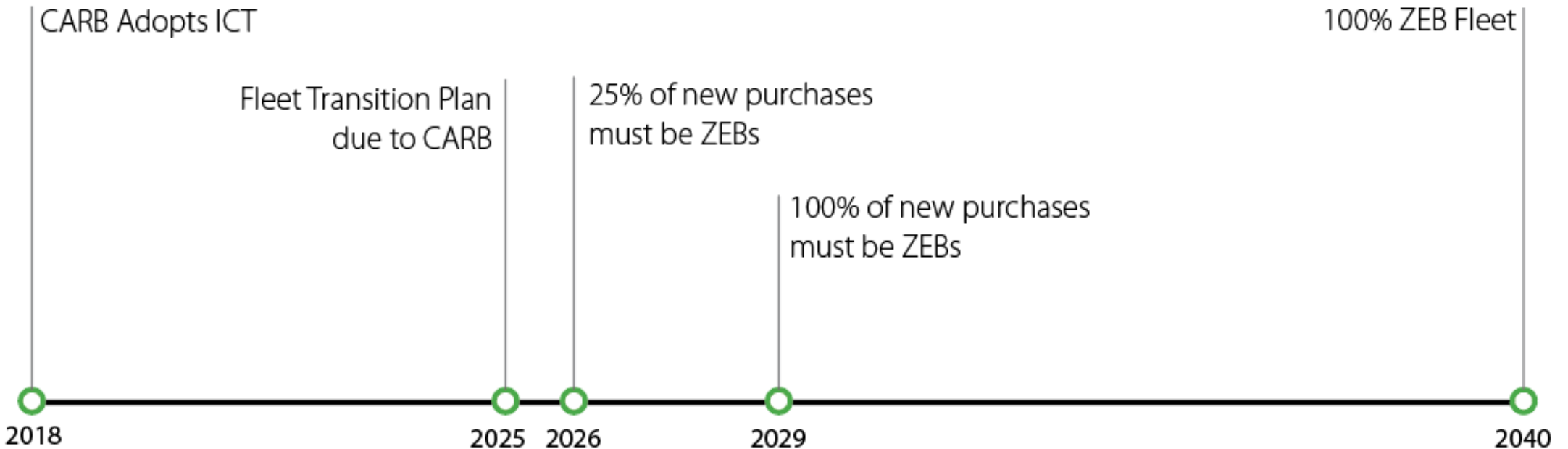


21 Hybrid Battery Refresh kits



CARB's Innovative Clean Transit Rule

- 100% Zero Emission Bus fleets by 2040
- Applies to vehicles over 14,000 GVWR
- Mandates purchasing percentages for agencies
- ZEB Rollout Plan Approved May 1, 2023

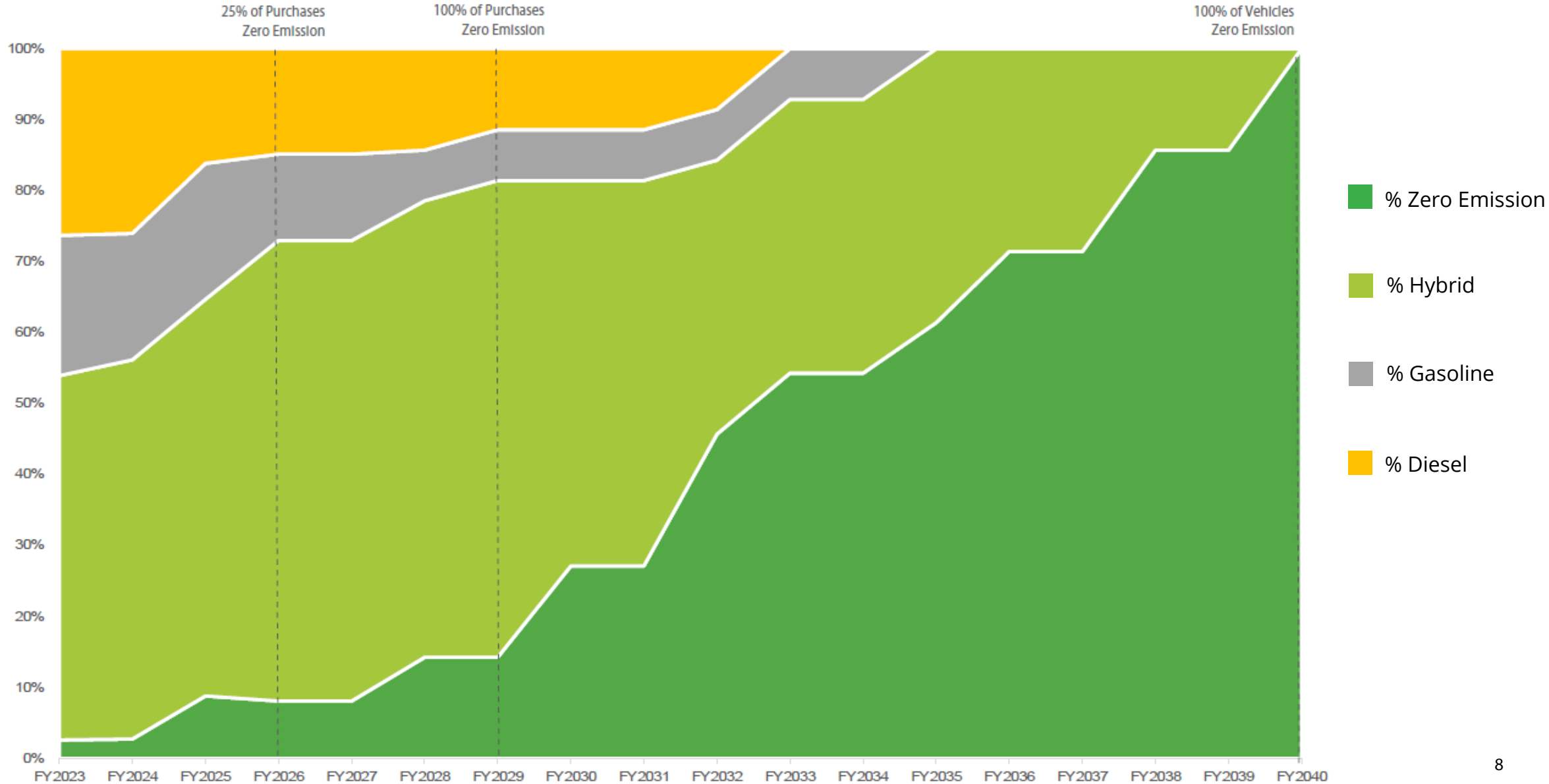


ZEB Rollout Plan

Assumptions

- Marin Transit will be able to purchase additional land by the year 2025
- Range of in-depot charged buses will increase to 300 miles by 2027
- ~~Narrow body bus or alternative smaller bus eligible for FTA Funding will be available in 2030~~
- There will not be significant infusion of capital funding for Marin Transit to construct in-route vehicle charging or hydrogen fueling stations

Fixed Route Fleet Composition over Time



Infrastructure Plan

Rush Landing

- Overnight charging for 20 fixed-route vehicles

3010/3020 Kerner

- Overnight charging for demand response vehicles



Infrastructure Plan

Marin Transit still requires land for charging 50 fixed-route vehicles

- Need to acquire a facility by 2025 to charge the 10 electric buses that will be purchased in 2029.
- Active Facility Project funded with FTA Section 5339 Grant



Infrastructure Plan

Utility Partnerships

- Pacific Gas & Electric's Electric Vehicle Fleet Program
 - Infrastructure support
 - Ensures grid capacity
 - 3010/3020 Project currently delayed waiting for PG&E permits
- MCE
 - Not involved in infrastructure
 - May be able to help with future rates and green energy



Fleet and Electrification Challenges

- Shrinking pool of bus manufacturers
- Price of a 40 ft battery electric bus: ***\$1.4 million***
- Longer lead time for vehicle deliveries
- Parts for all vehicles impacted by supply chain issues and significant price increases
- Lack of District-owned facility limits ability to meet electrification goals



Questions?

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Alternate
Town of Corte Madera

August 5, 2024

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

Subject: Marin Access Paratransit Ridership Analysis

Dear Board Members:

Recommendation

Discussion item.

Summary

Marin Access local paratransit ridership has not kept pace with paratransit ridership recovery across the Bay Area and has diverged significantly from fixed route ridership recovery trends. Paratransit ridership has hovered at roughly 40-50% of pre-pandemic levels since spring 2022. This raises potential concerns about whether vulnerable populations still have access to the mobility options they need to live healthy independent lives. Thus, staff have been exploring root causes of this stagnation, and what it means for transit dependent riders in the County; the exploration has included analysis on ridership data, a survey for current and former riders to collect feedback via email, direct outreach by phone to former riders, and informational meetings with representatives from high activity centers and other transportation providers in the County. Staff have concluded the lower paratransit ridership does not indicate a major loss of mobility of older adults and people with disabilities – rather, some riders have found other program options that are targeted to older adults and people with disabilities in the County and behavior and preferences have shifted among this population. That said, staff continues robust outreach efforts to ensure the populations that can benefit from our Marin Access programs are aware of them and can access them.

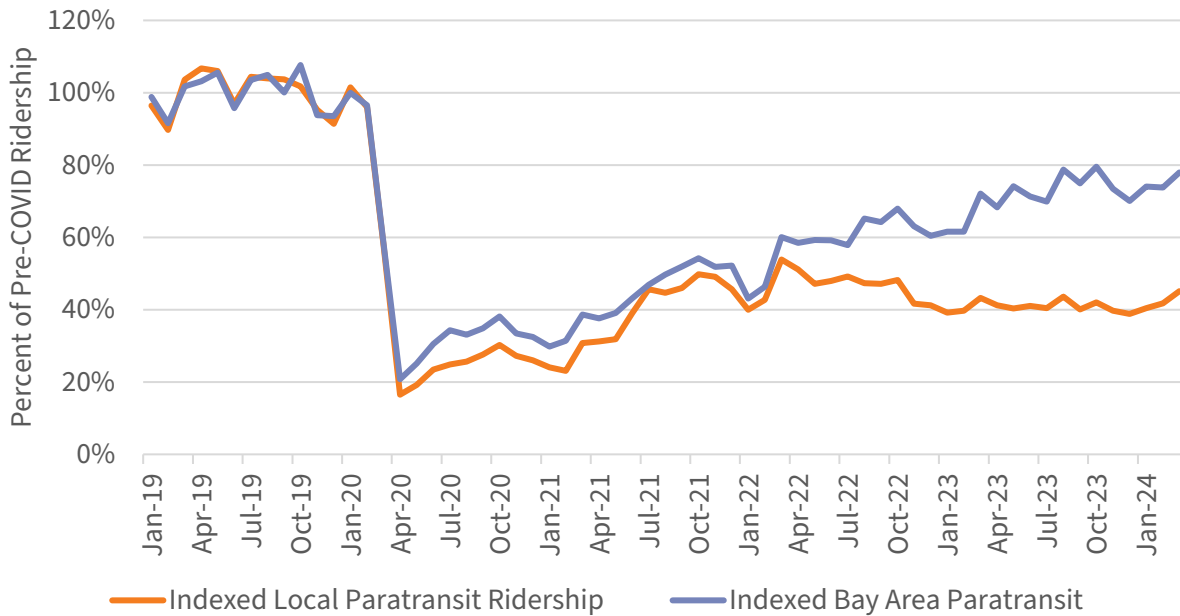
Background

Marin Access provides a suite of programs including ADA paratransit service, a subsidized taxi and TNC program (Catch-A-Ride), volunteer driver, and travel training programs. The onset of the COVID-19 pandemic in March 2020 resulted in steep declines to ridership across the Marin Access suite of programs. The declines in ridership were felt across all programs offered. Until 2022, ridership on these programs recovered at roughly the same rate as demand response programs across the Bay Area. However, starting in 2022, ridership on Marin Access programs, most notably paratransit (which accounts for roughly 70% of



Marin Access ridership), began declining slightly, ultimately plateauing at roughly 40-45% of pre-COVID ridership while demand response ridership in the Bay Area continued to grow, averaging 75% of pre-COVID in FY 2024. Figure 1 shows the growth in local paratransit offered through the Marin Access Paratransit program compared to paratransit ridership recovery throughout the region.

Figure 1: Paratransit Ridership Recovery Comparison, January 2019 – March 2024



Several notable events occurred between January 2020 and March 2024. March 2020 saw the onset of the COVID-19 pandemic. In July 2020 the fare for Marin Access Local Paratransit was increased to \$3 per one-way trip; the first of two planned fare increases. Fare increases were designed to be offset by the introduction of the consolidated fare assistance program to ensure riders with income barriers were not overburdened by the increase. In February 2022, the District transitioned to a new provider for Marin Access programs, Transdev. Finally, in July 2023, the second planned fare increase for Marin Access Local Paratransit occurred, bringing the fare to \$4 per one-way trip.

At that time (July 2023), the District also introduced additional changes to the Marin Access suite of programs. These changes were developed to stabilize the mandated ADA Paratransit service and reduce operational challenges that emerged during the pandemic, most notably an ongoing driver shortage that temporarily resulted in poor reliability and on-time performance for the service. The other major change was the start of a 12-month pilot program to revamp and enhance the Catch-A-Ride program.¹ Most recently, in May 2024, your board approved an extension of this pilot program and the addition of Lyft as a provider.

For about a year, staff have been investigating potential reasons for the diverging ridership trends in ADA paratransit, analyzing data and talking to partners and riders. In June 2024, staff began a more targeted outreach campaign to collect feedback from riders and top trip generators to understand

¹ This changed Catch-A-Ride to a voucher-based program offering two types of vouchers for use with external providers: 1) paper vouchers for use on North Bay Taxi or 2) digital vouchers for rides via the Uber app. Riders may use the vouchers for same day trips and the scheduling process was simplified and shifted to direct coordination with the provider by phone call or smartphone app.



changes in demand for the program and changes in the landscape of program offerings and transportation options to and from high activity centers. Current and former riders had the opportunity to complete an addendum to the Marin Access annual Rider Survey to provide feedback on their use of paratransit both pre and post pandemic. Participation from former riders in the survey was anticipated to be low, so many former riders were contacted by the Travel Navigator team to complete this addendum by phone. District staff completed phone interviews with top trip generators. Results from staff research, discussions, analysis, and this outreach campaign are discussed below.

Discussion

Staff utilized ridership and eligibility data across the Marin Access suite of programs, anecdotal feedback from riders and community partners, formal survey feedback, and data from other local transportation providers to determine potential underlying causes for the plateaued ridership on local paratransit in Marin County.

Paratransit Destinations

Two of the largest paratransit destinations in the county pre-COVID have closed down: Lifelong Medical and DaVita Dialysis on Las Gallinas. Collectively, these locations accounted for 4-5% of all local paratransit trips pre-COVID. Furthermore, other activity centers have been slow to bring back in-person programming due to the ongoing health concerns associated with COVID-19. Some adult day programs were slow to return to full in person programming and others have permanently switched to hybrid or virtual options.

Outreach to top trip generators was completed by phone with five locations including Cedars Day Programs, Enterprise Resource Center, GEM (Integrated Community Services), Satellite Dialysis, and Vivalon. These locations offer a range of options to riders including day programs and activities targeted to meet the needs of older adults and people with disabilities, mental health programs and services, healthcare, and job-training programs that provide paid work experience for people with disabilities. Feedback from these locations aligns with data collected, indicating that changes at these locations and the needs of their clients have led to reduced travel or riders using alternative methods of transportation to access the location(s). For example, one location indicated that the paratransit pick-up and drop-off windows meant that riders would arrive too early to their programs or stay too long after, so they worked with a private transportation provider to create a shuttle that times its drop-offs and pick-ups for exactly when their programming starts and ends. Staff also found that there has been staff turnover at most locations leading to loss of institutional knowledge about all programs available across the County; staff will continue to follow-up with these activity centers and others to ensure current staff and clients are familiar with options provided by Marin Transit and Marin Access.

Paratransit Riders

The average number of rides *per active paratransit rider* has not significantly changed from pre-COVID to post-COVID, staying roughly the same at 12-13 rides per month for the average rider and 20-23 rides per month for the average subscription rider. What has changed significantly is the total number of unique active riders, which has decreased from an average of 782 unique riders per month pre-COVID to an average of 355 per month currently.



Rider Feedback

Overall rider feedback on local Paratransit is positive. 81% of riders report experiencing excellent or good on time performance, 89% report excellent or good driver courtesy, and 78% report an excellent or good overall experience riding the service.

Travel Navigators contacted more than 70 former riders by phone – these are riders that used to use Marin Access Paratransit but no longer use the program. Nearly 45% of those contacted are now inactive due to a variety of reasons including ongoing health concerns or constraints, relocation, and/or death. For those who the Travel Navigator team successfully spoke with, riders expressed health concerns or constraints that prevent them from using shared ride services such as Marin Access Paratransit or having found alternative programs that better suit their needs. Generally, in these phone calls and other forums, riders express a preference for a direct, non-shared ride service rather than Paratransit, which is a pre-scheduled, shared-ride service.

The Travel Navigator team will continue to follow up with any riders who expressed interest in receiving updated information about Marin Access programs and services.

Alternative Programs

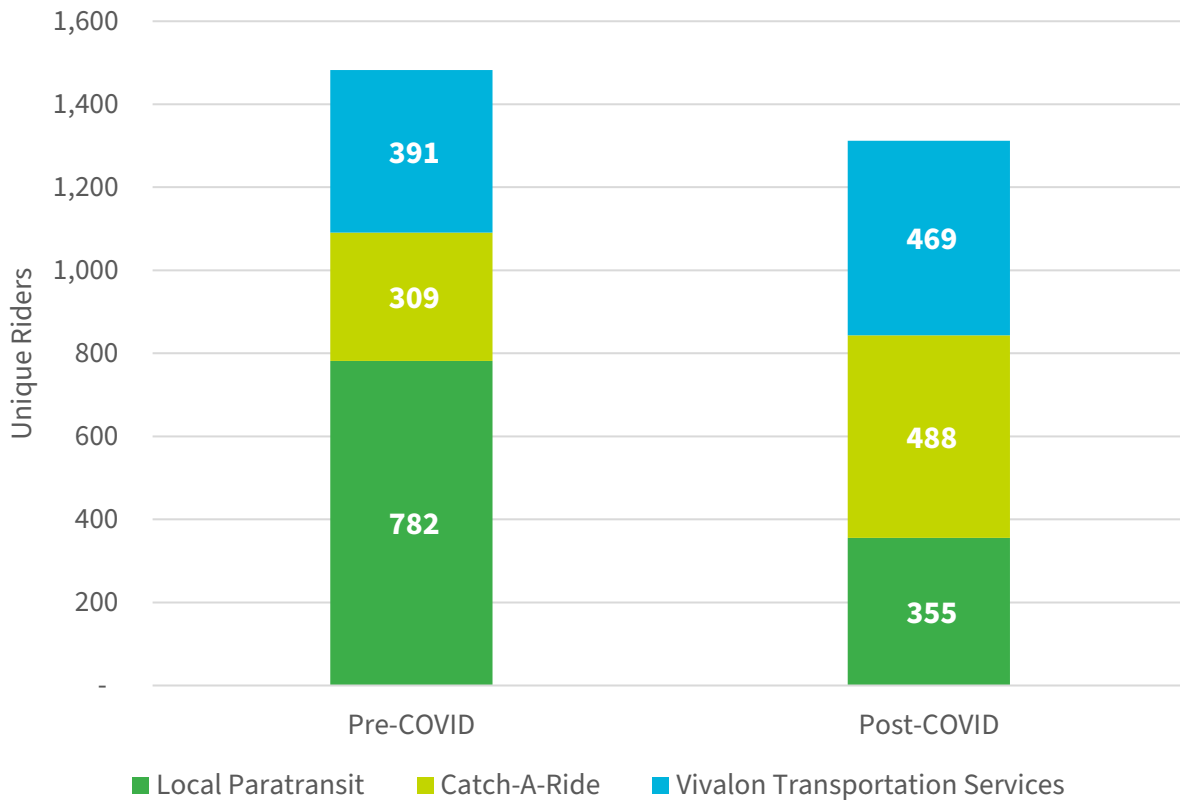
Some paratransit riders have switched to other Marin Access programs: 98 current local paratransit riders also use Catch-A-Ride, representing roughly a quarter of total local paratransit riders, and 24 local paratransit riders from pre-COVID now exclusively use Catch-A-Ride, which would add another 5-10% to the current local paratransit ridership if they were using paratransit instead. There are now more unique riders using Catch-A-Ride than paratransit.

Outreach to top trip generators indicates that some riders have shifted to alternative transportation programs including shuttles offered by an individual program, or to services offered via referral from a healthcare provider, Partnership Health. For day programs in particular, the operational characteristics of paratransit make this program a challenge to use for programs that have fixed start and end times, especially those that have riders that need supervision or assistance prior to or after the start of the program when staff support and availability is limited.

The biggest alternative program that local paratransit riders have switched to is services offered by Vivalon. Vivalon, formerly Whistlestop, have re-branded, accessed new funding sources, and expanded their program offerings significantly since COVID. Some of these changes coincided with the changes in the Marin Access paratransit provider, creating a circumstance where riders were able to stay with programs offered by Vivalon instead of moving with Marin Access to Transdev. Vivalon now operates several transportation programs for seniors and people with disabilities in the County, including the Regional Center Service, the CarePool Program, and a Non-Emergency Medical Transportation through Medi-Cal via direct referral from Partnership Health. Figure 2 shows the total number of unique riders across both Marin Access and Vivalon programs pre- and post-COVID. As shown in the chart, local paratransit riders are not disappearing; they are moving to other programs.



Figure 2: Unique Riders Across Marin Access and Vivalon Programs



Key Takeaways

Based on all the research, analysis and outreach to date, District staff have concluded that riders’ mobility needs are still being met, just by a different balance of programs than pre-pandemic.

The key trends/factors that have resulted in lower Marin Access Paratransit ridership are:

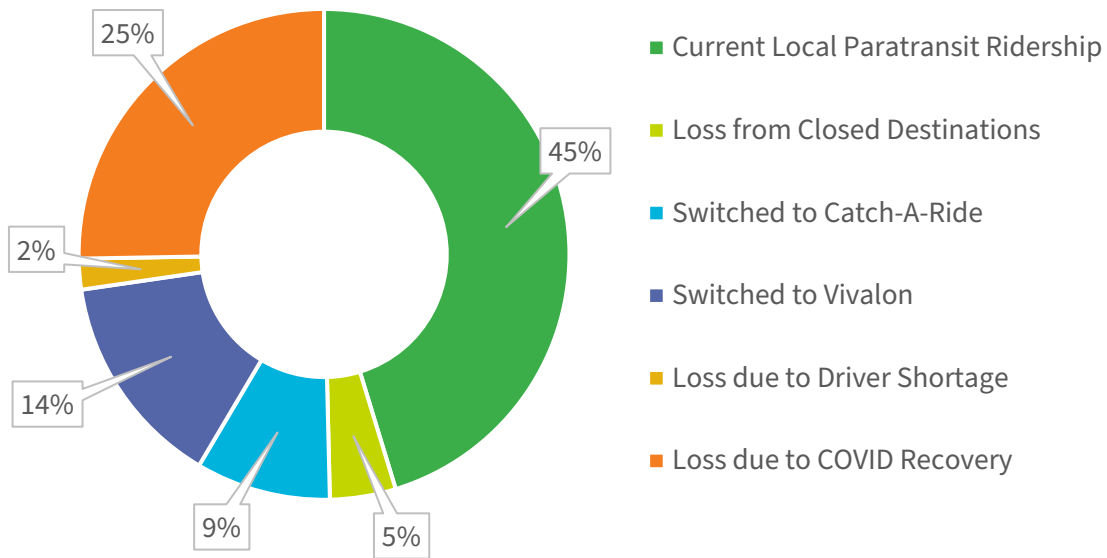
- Several major local trip generators have closed and/or been replaced with regional destinations outside of Marin County.
- Other common destinations have begun to offer programs and services through virtual or hybrid models or have begun to directly coordinate with other transportation services.
- Fewer unique riders are taking trips, but trips per rider have remained constant, demonstrating that the program is still providing service to those most in need of specialized service.
- Riders continue to have health concerns about traveling, using shared ride services, and being out in the community post-pandemic.
- Many riders have found alternate mobility programs that better suit their needs, either within the Marin Access suite of services or through other providers,.
- Riders prefer a direct, non-shared ride service when possible and are choosing non-paratransit alternatives for their travel needs.



Staff do estimate a small share of ridership loss is due to the driver shortage issues paratransit experienced in FY23. However, most of these riders have returned in FY24, and recent increases in paratransit ridership suggest that soon, these riders will have fully returned.

Figure 3 below summarizes these factors and estimates a percentage of ridership loss attributable to each factor based on our exploration. 25% ridership loss attributable to COVID recovery is in line with other providers throughout the Bay Area.

Figure 3: Estimated Breakdown of Where Local Paratransit Ridership Has Gone (% pre-COVID)



In closing, staff have closely monitored Marin Access Paratransit ridership throughout the pandemic and maintained communication with riders, community partners, top trip generators, and other transportation providers in the County to ensure riders continue to have effective mobility options to maintain their independence and access critical services. Staff are confident that riders who are not returning to local paratransit are still having their transportation needs met. Staff will continue to monitor service, collect feedback from stakeholders, and perform outreach and education so that community members that need access to mobility options are aware of offerings available through Marin Transit and Marin Access.

Fiscal/Staffing Impact

None.



Respectfully Submitted,

A handwritten signature in black ink that reads "Asher Butnik".

Asher Butnik
Senior Transit Planner

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

Joanna Huitt
Senior Mobility Planner

Attachment A: Marin Access Paratransit Ridership Analysis Presentation



Paratransit Ridership Analysis

WHY IS PARATRANSIT RIDERSHIP RECOVERY LAGGING?

Agenda

- 01** Program Overview
- 02** Paratransit Destinations
- 03** Paratransit Riders
- 04** Alternative Programs
- 05** Key Takeaways & Next Steps

Program Overview



Expanding mobility and maintaining independence for community members



Paratransit

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



Catch-A-Ride Pilot

Discounted taxi or TNC rides for seniors & people with disabilities



Volunteer Driver

Mileage reimbursement for seniors & people with disabilities



Travel Navigators

One-stop resource for program information & eligibility



Fare Assistance

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



Travel Training

Group presentations on public transit & other mobility options



Marin Access Shuttles

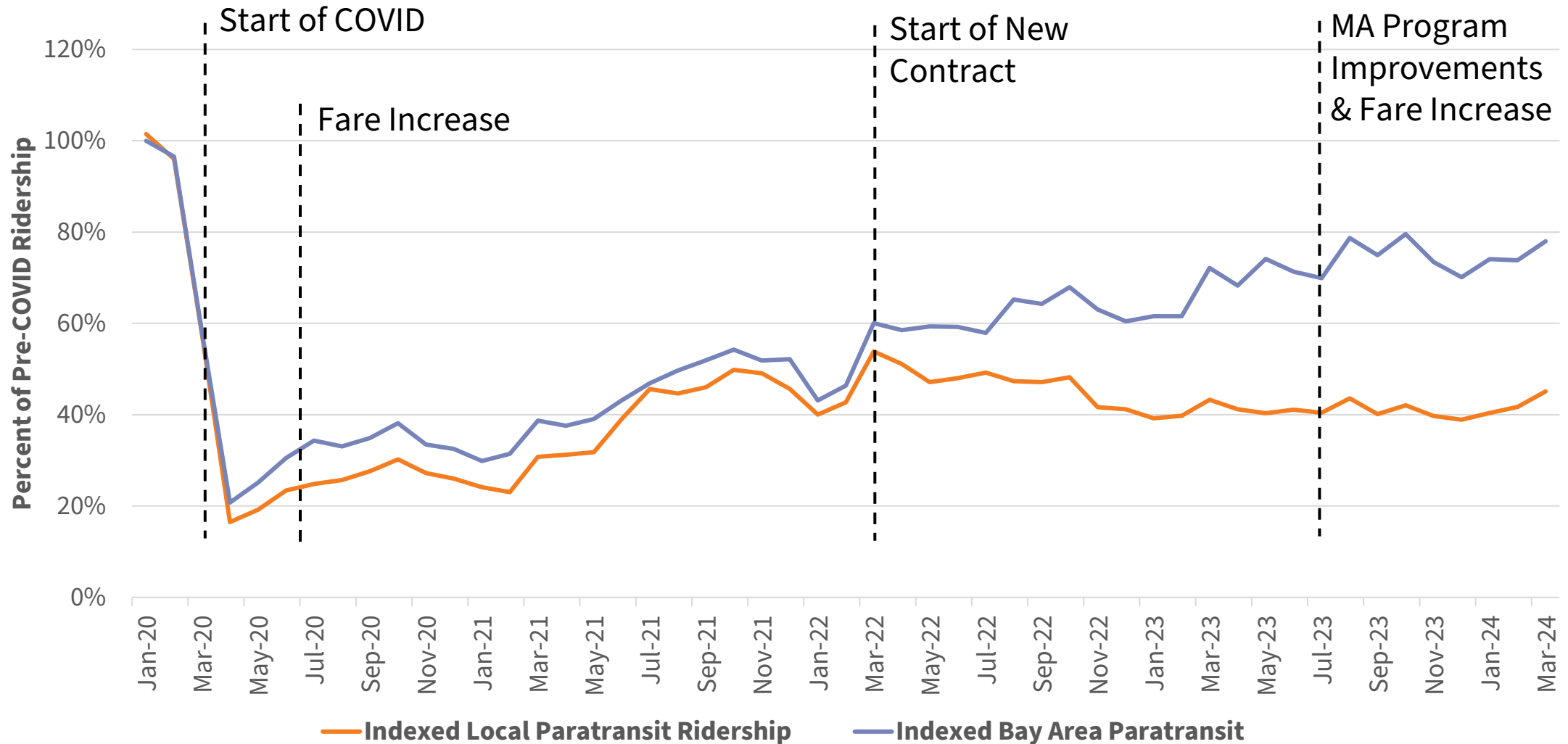
Pre-scheduled, general public shuttle service



What is Paratransit?

- Transportation service for persons with disabilities who cannot independently use regular Marin Transit bus service some or all of the time.
- Door to door, shared ride service
 - Includes assistance getting from door to vehicle if necessary
- Requires advanced scheduling
- Pickup times are scheduled via a 30-minute pickup window
- “Subscription” riders may schedule recurring rides that occur weekly (or multiple times per week)

Marin Access Paratransit Ridership Recovery Comparison



Paratransit Destinations

Several top trip generators have closed

FY 2020 Top Locations	# Trips (Jul-Mar)	FY 2024 Top Locations	# Trips (Jul-Mar)
Lifelong Medical	2,330	YMCA	728
Cedars - Victory Center	1,652	Satellite Dialysis	728
YMCA	1,527	Cedars - Victory Center	728
DaVita Dialysis - Las Gallinas	1,376	Cedars - Textiles	521
Whistlestop	1,254	DaVita Dialysis - 3rd St	388
Cedars - Textiles	1,194	Venetia Oaks	385
Alchemia	1,137	Alchemia	357
Enterprise Resource Center	991	Cedar - Ross	352
Marin Housing For The Handicapped	787	Northgate Mall	337
Cedars - San Anselmo	766	JCC	310

Several locations have reduced or changed programming

- Lifelong Medical was slow to increase their in-person programming until they permanently closed their Marin location in spring 2023
- Other activity centers were slow to increase in person programming due to ongoing health concerns, and some have gone permanently hybrid
- Riders adjusted to new service delivery models including virtual or hybrid options leading to new or changed travel patterns

Outreach to Top Trip Generators

Staff contacted top trip generators to get feedback on clients & programming pre and post pandemic.

Interviews indicate the following:

1. Programming now offered virtually or as a hybrid model
2. Paratransit not a good fit for day programs with defined start/end times
3. Multiple locations operate or plan to operate their own shuttles
4. Clients have reduced participation and travel due to health concerns
5. Additional providers have expanded services

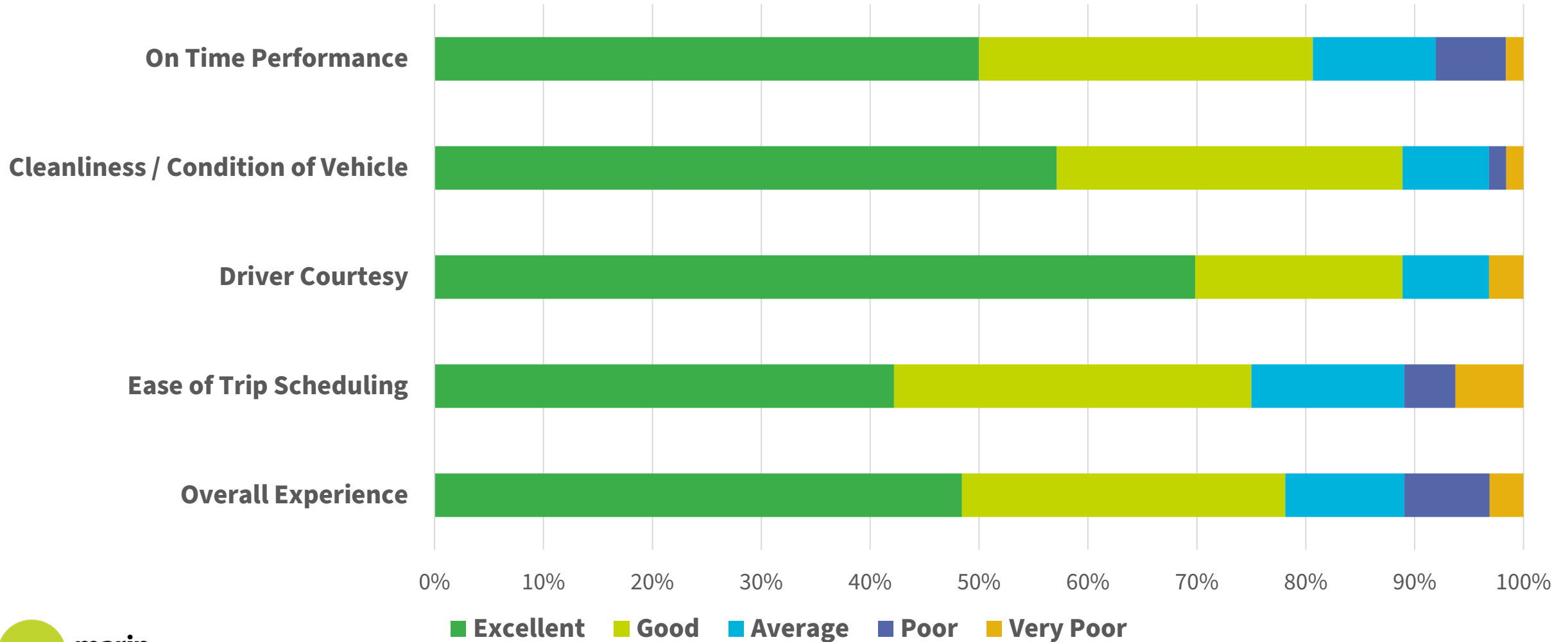
Paratransit Riders

Data | Rider Survey | Direct Rider Outreach

Data: Trips per rider have remained constant, but fewer unique riders are using paratransit

FY 2020 (Jul-Mar)	FY 2024 (Jul-Mar)
Avg 13 rides per rider per month	Avg 12 rides per rider per month
Avg 20 rides per subscription rider per month	Avg 23 rides per subscription rider per month
Avg 782 active riders per month	Avg 355 active riders per month
Avg 69 subscription riders per month	Avg 24 subscription riders per month
Avg 56 riders enrolled or renewed eligibility per month	Avg 31 riders enrolled or renewed eligibility per month

Survey: Paratransit riders generally have positive experiences with the service



Survey: Riders are making different choices than pre-COVID

- Compared to pre-COVID:
 - Marin Access survey respondents are taking public transit less (Golden Gate Bus, Ferry, and local Marin Transit fixed route bus)
 - Most Catch-A-Ride riders are new since COVID
 - There has been a lot of turnover in paratransit riders
- Excluding Catch-A-Ride, many respondents also indicated high usage of Uber/Lyft, local taxi, and Vivalon programs


Direct Rider Outreach

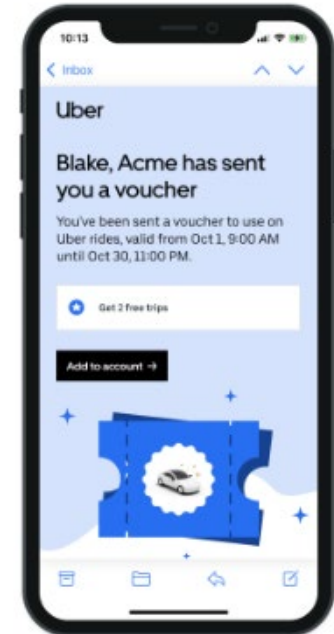
- Staff contacted former riders to understand why they may no longer be using the service.
- Interviews indicate the following:
 - Riders have found alternative transportation options
 - Certain travel needs no longer exist
 - Riders may be inactive due to a variety of reasons (e.g. health, relocation, death, etc.)
 - People prefer a direct, non-shared ride

Alternative Programs

Some riders are switching from paratransit to other Marin Access programs

- **98** active local paratransit riders also use Catch-A-Ride
- **24** local paratransit riders from FY20 now exclusively use Catch-A-Ride in FY24
- There are now more unique riders using Catch-A-Ride than paratransit

marin access		CATCH-A-RIDE TRIP VOUCHER	
		General - WAV	
Valid For Use July 1, 2023 - September 30, 2023			
<small>Vouchers are not transferrable and have no cash value; riders will not be given change if the voucher amount exceeds the meter rate.</small>			
Marin Access ID:			
Rider Name:			
Ride Date: ____ / ____ / ____			
Ride Time: ____ : ____ AM/PM			
From:			
To:			
FOR DRIVER USE ONLY			
Meter:	\$	Mileage:	
Rider Base Fare:	\$5	Payment Type:	<input type="checkbox"/> CASH <input type="checkbox"/> U.P. <input type="checkbox"/> CREDIT CARD
Max Voucher Value:	\$20	Driver Name:	
<small>Total Cost to Rider = (Rider Base Fare) + (Meter above \$25)</small>		Driver / Cab #:	
Total Cost to Rider:	\$	Voucher #:	
		To schedule a ride, call (415) 454-0902	



Some riders switching to Vivalon programs

1996

- Introduction of **Regional Center Service** for riders traveling to/from Golden Gate Regional Center

2015

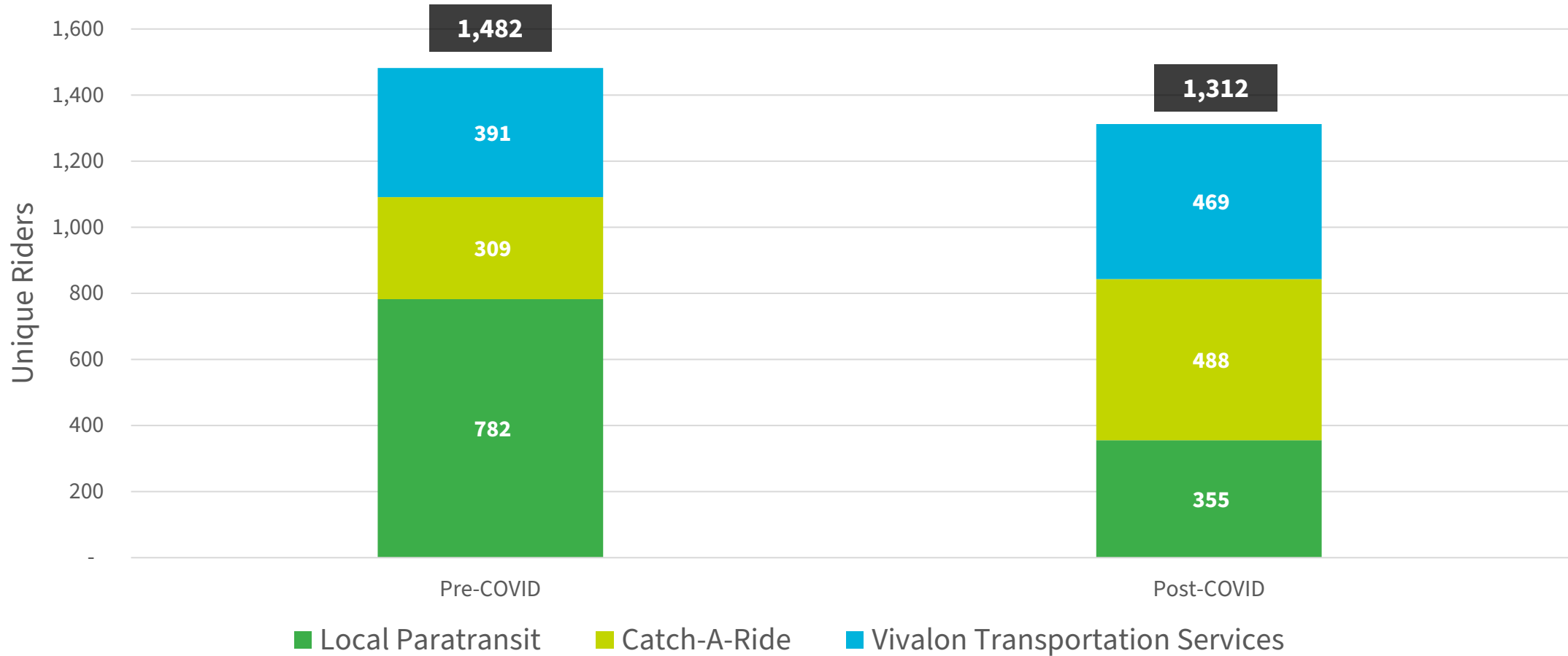
- Introduction of **CarePool Program** - Traditional Volunteer Driver Program

2020

- Introduction of **Non-Emergency Medical Transportation** (NEMT) - Service to and from Medi-Cal (Medicaid) covered appointments within Marin County

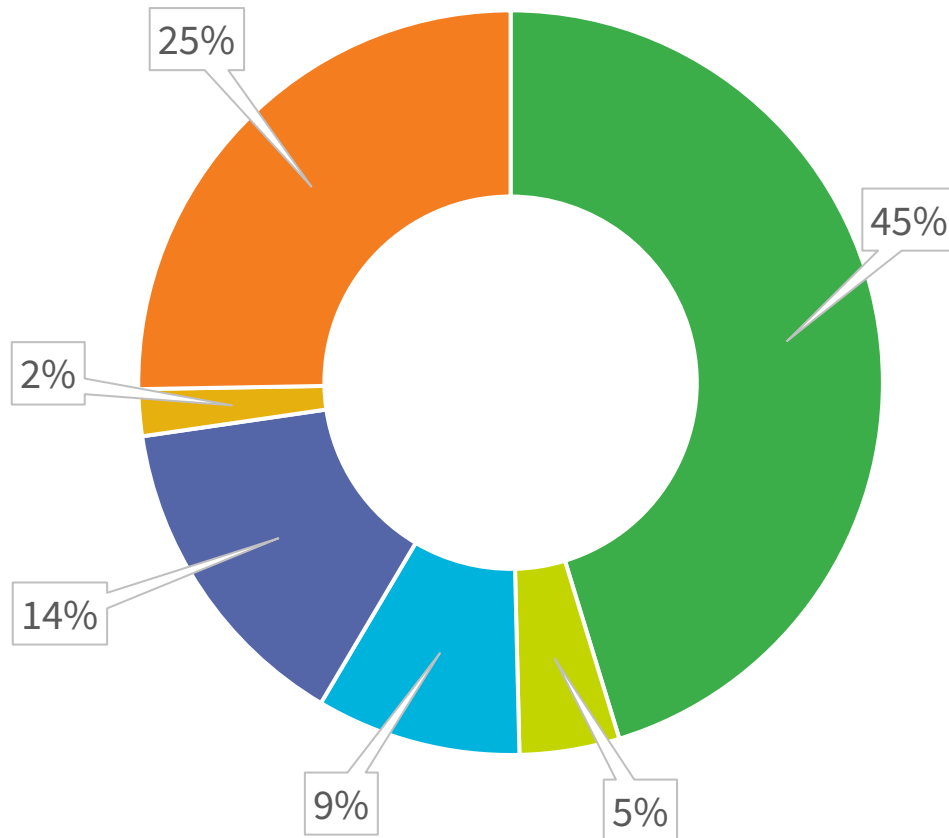


Increased Enrollment in Catch-A-Ride and Vivalon programs captured most lost Paratransit riders



Key Takeaways & Next Steps

Relative to pre-COVID, where has Paratransit ridership gone?



Staff Estimates

- Current Local Paratransit Ridership
- Loss from Closed Destinations
- Switched to Catch-A-Ride
- Switched to Vivalon
- Loss due to Driver Shortage
- Loss due to COVID Recovery

Key Takeaways & Next Steps

- Purpose of Marin Access is to help older adults and people with disabilities **maintain independence** and meet their needs
- Program offerings and health concerns for older adults and people with disabilities are changing in Marin County, which is creating **new ridership patterns**
- Riders are **not being left behind**; they are finding programs that **better suit their needs**
- Staff will **continue to perform outreach** to riders and community partners to ensure people are aware of their options and that riders continue to have access to **high-quality, well-functioning transportation programs**

Thank you

CONTACT

Asher Butnik

Senior Transit Planner

abutnik@marintransit.org

