



# Marin County Transit District Board of Directors

**Monday, September 9, 2024, 9:30 a.m.**

## **Marin County Civic Center**

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

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

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

+1 669 900 6833

Webinar ID / Access Code: 879 7268 3373

## **Providing Public Comment**

- To provide written public comment prior to the meeting, email [info@marintransit.org](mailto:info@marintransit.org) or use the comment form at [www.marintransit.org/meetings](http://www.marintransit.org/meetings). Submit your comments no later than **5:00 P.M. Sunday, September 8, 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.
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- Nếu bạn cần thông dịch hoặc các hỗ trợ khác, hãy gọi (415) 226-0855 hoặc 711. Để truy cập các hướng dẫn này bằng tiếng Việt, [hãy nhấp vào đây](#).

**9:30 a.m. Convene as the Marin County Transit District Board of Directors**

- 1. Consider approval of Directors request to participate remotely and utilize Just Cause or Emergency Circumstance per AB 2449**
- 2. Open Time for Public Expression**  
(Limited to two minutes per speaker on items not on the District's agenda)
- 3. Board of Directors' Matters**
- 4. General Manager's Report**
  - a. General Manager's Oral Report
  - b. [Monthly Monitoring Report: June 2024](#)
- 5. Consent Calendar**
  - a. [Minutes for August 5, 2024 Board Meeting](#)
  - b. [Federal Legislative Report](#)
  - c. [Marin Transit Quarterly Performance Report for the Fourth Quarter of FY 2023/24](#)
  - d. [Award Contract to Urban Transportation Associates Inc. for an Automated Passenger Counter System](#)
  - e. [Policy Update: Marin Transit's Personnel Policies and Procedures \(HR-02\)](#)
  - f. [Resolution to Amend the Marin County Transit District Governmental 401\(a\) Plan](#)
  - g. [Revised 2024 Marin County Transit District Board Meeting Calendar](#)

**Recommended Action:** Approve.

**6. [Transit Priority in Marin County](#)**

**Recommended Action:** Discussion item.

**7. [Clipper 2.0 and Regional Transfer Pilot Update](#)**

**Recommended Action:** Set a public hearing for Monday, October 7, 2024, at 9:30 am, to receive public comment on the Marin County Transit District's adoption of the Regional Transfer Pilot program and begin public outreach and education about upcoming changes to Clipper.

**8. [Performance Monitoring](#)**

**Recommended Action:** Approve new service typologies and performance targets.

**Adjourn**



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

### Board of Directors

**Brian Colbert**

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Supervisor District 5

**Mary Sackett**

Second Vice President  
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**Katie Rice**

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**Stephanie**

**Moulton-Peters**  
Director  
Supervisor District 3

**Dennis Rodoni**

Director  
Supervisor District 4

**Maribeth Bushey**

Director  
City of San Rafael

**Fred Casissa**

Alternate  
Town of Corte Madera

September 9, 2024

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

**Subject: General Manager Report – Monthly Report: June 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 June 30, 2024. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall, Marin Transit experienced strong systemwide ridership in June 2024. Total ridership was 8% higher than the previous year (June 2023) and 6% lower than pre-COVID (June 2019).

Fixed route ridership continued to be strong this month, with ridership being 7% higher than the previous year (June 2023) and 96% of pre-COVID (June 2019). Note that, when excluding the Muir Woods Shuttle (which has reduced service considerably since pre-COVID), fixed route ridership was 101% of pre-COVID (June 2019).

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, June 2024, continued that trend, with Marin Access ridership increasing by 18% relative to the prior year (June 2023). Staff believe that this trend of increasing ridership is due to the Marin Access service changes implemented last year, in July 2023, 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,

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

Nancy Whelan  
General Manager

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



Month: June 2024		Program							Total
Category	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide		
<b>Commendation</b>	2	0	0	0	9	0	0	11	
<b>Service Delivery Complaint</b>	31	6	5	0	1	2	0	45	
Accessibility	0	0	2	0	0	2	0	4	
Driver Conduct Complaint	10	1	2	0	1	0	0	14	
Driving Complaint	8	1	0	0	0	0	0	9	
Early Trip	0	0	0	0	0	0	0	0	
Equipment Issue	1	0	0	0	0	0	0	1	
Farebox	0	0	0	0	0	0	0	0	
Late Trip	4	1	0	0	0	0	0	5	
Missed Connection	0	0	0	0	0	0	0	0	
Missed Trip	0	1	0	0	0	0	0	1	
No-Show	1	2	0	0	0	0	0	3	
Off-Route	2	0	0	0	0	0	0	2	
Pass-Up Complaint	5	0	1	0	0	0	0	6	
<b>Service Structure Complaint</b>	1	4	0	1	6	0	2	14	
Bus Stop Improvement Request	0	1	0	0	0	0	0	1	
Fares	0	0	0	0	0	0	0	0	
Other Complaint	1	0	0	1	5	0	1	8	
Scheduling Complaint	0	1	0	0	1	0	0	2	
Service Improvement Suggestion	0	2	0	0	0	0	1	3	
<b>Safety Complaint</b>	0	0	0	0	0	0	0	0	
<b>Total Service Hours</b>	11,461	1,897	1,743	77.8	2,331	-	17,577	17,577	
Commendations per 1,000 Hours	0.2	0.0	0.0	-	3.9	-	0.0	0.6	
Complaints per 1,000 Hours	2.8	5.3	2.9	-	3.0	-	0.1	3.4	
<b>Total Passengers</b>	199,198	16,678	17,893	1885	4,433	2,338	247,601	247,601	
Commendations per 1,000 Passenger	0.0	0.0	0.0	-	2.0	0.0	0.0	0.0	
Complaints per 1,000 Passengers	0.2	0.6	0.3	-	1.6	0.9	0.0	0.2	

# Attachment A

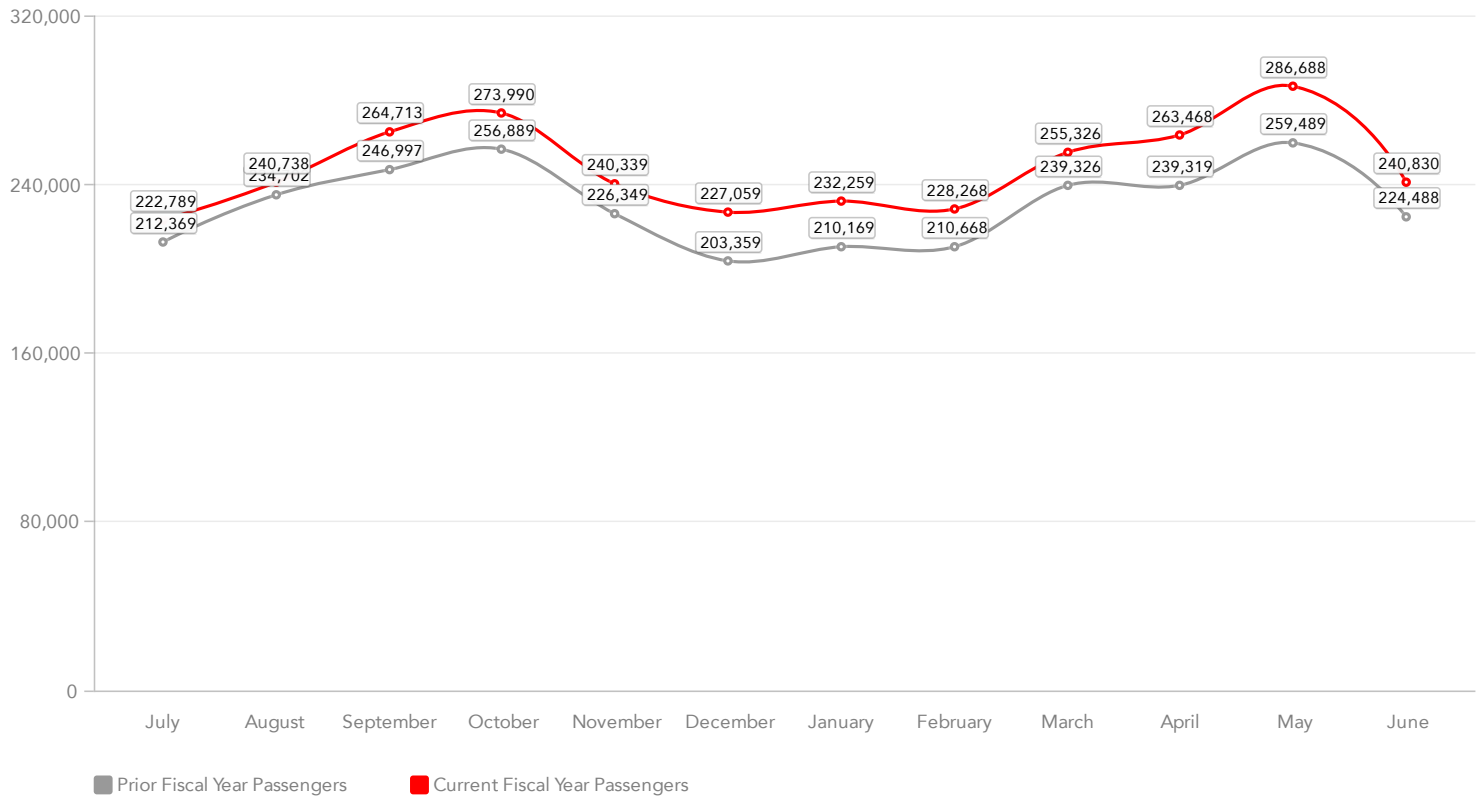
## Monthly Monitoring Report

08/28/2024

FISCAL YEAR: 2024  
MONTH: All

### Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

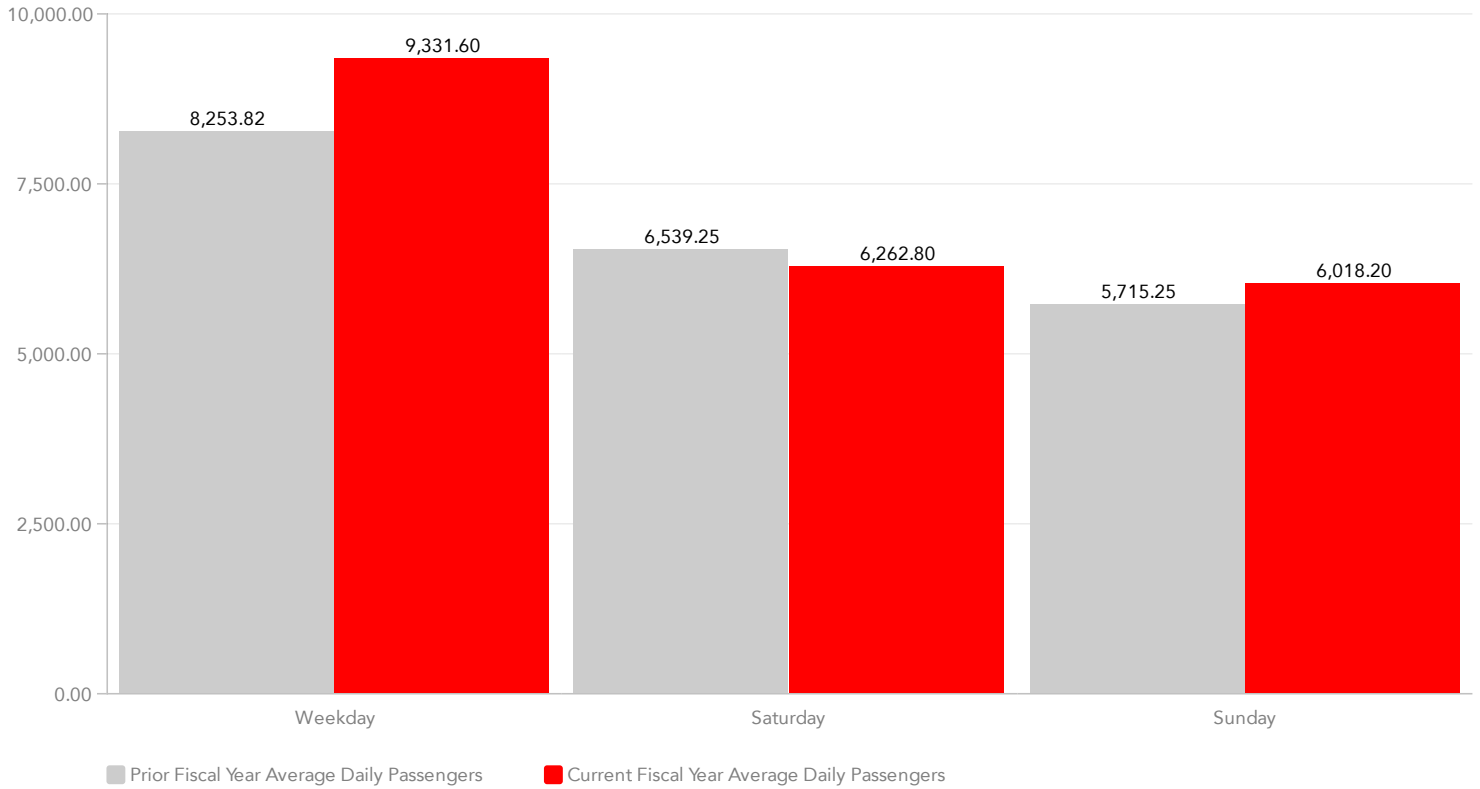


## Monthly Comparison

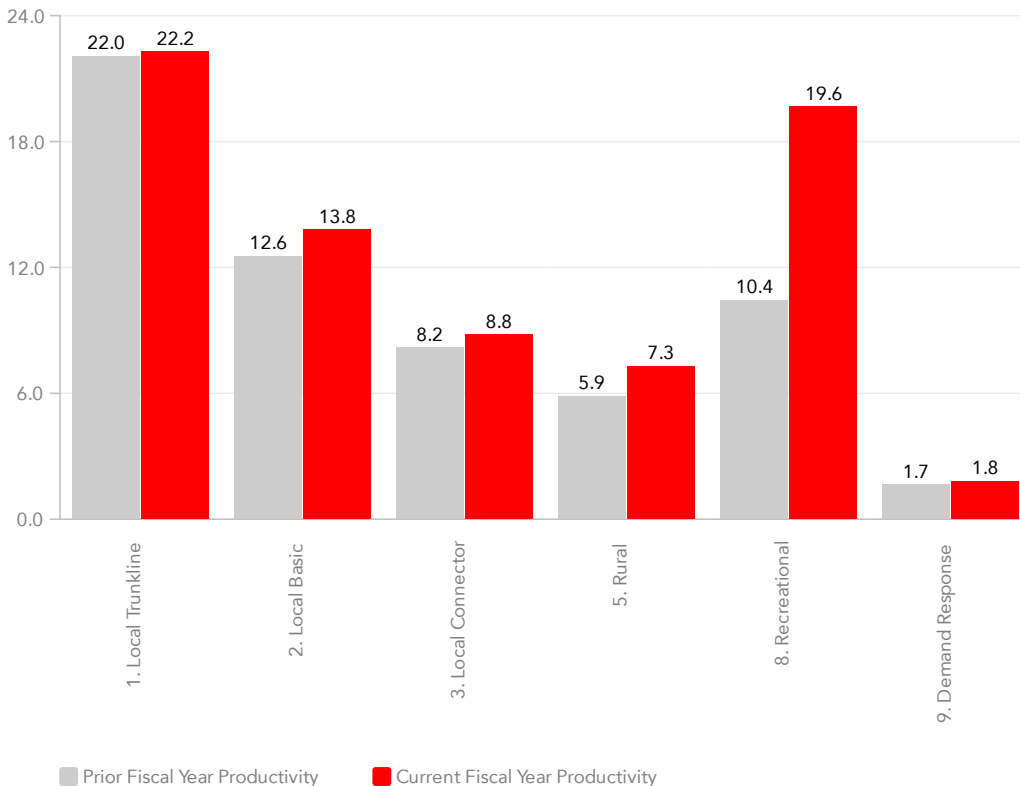
MONTH

Jun

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, August 5, 2024 at 9:30 A.M.**

### **Roll Call**

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

**Absent: Director Rice**

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

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

President Colbert called for public comment regarding the closed session.

Administrative Assistant & Board Secretary Kate Burt reported that the Board received a comment on the closed session from a member of the public via email. The comments were shared with the Board before the Board meeting.

Maika Llorens Gulati encouraged the Board to delay their decision to purchase property at 1075 Francisco Blvd East for vehicle storage. She expressed concerns regarding the Canal community and local traffic conditions.

Dave Bonfilio voiced opposition to the proposed action regarding the purchase of property at 1075 Francisco Blvd East due to concerns regarding traffic and community outreach.

Kate Colin urged staff to collect community input prior to the Board's vote regarding the purchase of property at 1075 Francisco Blvd East. She suggested the District should delay the purchase until they have ensured the community supports the purchase and the construction of the facility.

### **Convene in Closed Session**

The Board went into closed session.

### **Report from Closed Session**

President Colbert reported that instructions were provided to the negotiators.

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

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. Seeing none he called for Board of Director's Matters.

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

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

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

- a. [General Manager's Oral Report](#)
- b. [Monthly Monitoring Report: May 2024](#)
  - i. [Item 4b – Staff Report](#)

General Manager Nancy Whelan introduced two new staff: Specialized Transportation Services Analyst Sandra Romero and Scheduling & Service Development Analyst Abby Smith. Ms. Whelan provided an update on recent Marin-Sonoma Transit Coordination efforts, including outreach and marketing coordination regarding local and regional service changes effective beginning August 11, 2024. Ms. Whelan outlined the District's involvement in the 2024 Marin County Fair. She summarized staff's outreach at the Canal Community Fair on July 13, 2024. Ms. Whelan reported on fixed route and demand response ridership from May 2024.

Second Vice President Sackett requested additional information regarding regional coordination.

Ms. Whelan explained how Golden Gate Transit modified their regional routes to better accommodate Sonoma-Marin Area Rail Transit (SMART) and Marin Transit riders.

Director of Operations & Service Development Robert Betts outlined how regional coordination efforts were focused on transit connections at the San Rafael Transit Center. He noted that service duplication in southern Marin County was removed.

Second Vice President Sackett asked when and how information regarding increased school service would be communicated.

Mr. Betts responded that Ms. Romero sent the Youth Pass welcome packet to Youth Pass coordinators during the prior week. The information is also available on the District's website. Mr. Betts clarified that service will be better timed to school schedules. Staff worked closely with the Miller Creek School District to accommodate their adjusted schedule.

Director Moulton-Peters requested that Mr. Betts speak with her after the meeting regarding the changes to Route 150. Director Moulton-Peters expressed how the conversations around regional coordination have been encouraging, despite challenges that have arisen.

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.**

M/s: Director Moulton Peters – Vice President Lucan

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

Noes: None

Absent: Director Rice

Abstain: None

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.\*\*](#)

[Staff Report](#)

General Manager Nancy Whelan summarized the District's property search efforts to date and explained the goal of these efforts. Ms. Whelan listed the board approved site evaluation criteria as well as the characteristics of the property at 1075 Francisco Boulevard East in San Rafael. She outlined the key terms of the purchase agreement for 1075 Francisco Boulevard East. Ms. Whelan summarized the Federal and State environmental review process for the property. She detailed the components of the project's budget and explained the target programs outlined in the grant application. Ms. Whelan illustrated the economic impacts of the proposed facility. She reviewed the recommended action of the agenda item. She noted that a public comment had been submitted on behalf of the City of San Rafael. She stated that a hard copy of the comment was available at the meeting, and it had been posted and shared with the Board.

Director Casissa asked what outreach had been done so far, and what would be done in the next 60 to 90 days.

Ms. Whelan responded that staff conduct regular discussions with community partners such as the Canal Alliance and Community Action Marin. Staff have made them aware of their grant opportunities regarding workforce development and childcare. As staff have been seeking property for the last ten years, the search has been made apparent at various meetings involving the community. Staff will implement a robust outreach plan once the site and project are determined.

Director Casissa asked if the childcare portion of the grant is limited to the children of transit workers.

Ms. Whelan stated that it is focused on transit workers, however staff hope to partner with community agencies to expand it.

Vice President Lucan highlighted how they had evaluated over 75 sites and submitted multiple letters of intent and offers in the past. He asked if Ms. Whelan could expand upon what the purchase and sale agreement would provide.

Ms. Whelan explained that the purchase and sale agreement is an agreement between the District and the owner of 1075 Francisco Boulevard East which defines the terms of the purchase. Staff previously submitted a letter of intent which identified key terms and facilitated a price negotiation. The price would be finalized in the purchase and sale agreement. Staff confirmed their intent with a payment and asked for 60 days to confirm that the terms and price are right. During the 60-day period, the property owner may not negotiate with another potential buyer.

Vice President Lucan asked if the purchase and sale agreement had been fully agreed to by the seller.

Ms. Whelan confirmed it had been fully agreed to by the seller.

Vice President Lucan asked if any changes could impact whether the seller will consent.

Director Rodoni asked why staff embarked on seeking a maintenance facility. He asked what the benefit would be to riders.

Ms. Whelan explained that in 2014, staff did not consider the property at 1075 Francisco Boulevard East due to its size. Since then, staff have reduced their needed property size. The District is seeking to purchase property so that it is not reliant on leased facilities. The property will also help the District adhere to the California Air Resources Board (CARB)'s Innovative Clean Transit Rule.

Director Bushey asked how the property at 1075 Francisco Boulevard East met the selection criteria regarding compatible land use and good neighbor potential.

Ms. Whelan responded that the surrounding land use is primarily light industrial, which is consistent with the District's intentions for the site.

Director Bushey asked if there are any other governmental or parking facilities near 1075 Francisco Boulevard East.

Ms. Whelan stated that the District owns the property at 3000 Kerner, which is near 1075 Francisco Boulevard East. She listed other nearby government facilities.



Director Bushey asked if there are any government or parking facilities on frontage to the freeway.

Ms. Whelan answered that she did not know of any.

Second Vice President Sackett asked at what point community outreach would occur.

Ms. Whelan responded that community outreach is proposed to happen with the development of the project, as a part of CEQA, likely outside of the 60-day period.

Second Vice President Sackett asked if the community outreach would happen before project is committed to, while staff are looking at alternatives.

Ms. Whelan confirmed it would.

Second Vice President Sackett asked about the timing of the purchase.

Ms. Whelan explained that staff need to purchase a property to meet the terms of CARB's Innovative Clean Transit Rule as well as the \$31.5 million grant awarded to the District in June 2023. The seller of 1075 Francisco Boulevard East approached staff with an interest in selling the property as soon as possible.

Director Moulton-Peters asked Director Rodoni if he could share more information regarding Golden Gate Transit's property in Novato, which was referenced in the public comment submitted of behalf of the City of San Rafael.

Director Rodoni shared that he believes Golden Gate Transit would currently like to keep their properties, although there is an opportunity for continued partnerships outside of the current grant cycle.

President Colbert called for public comment.

Dave Bonfilio expressed concerns regarding community education and engagement efforts related to the purchase of 1075 Francisco Boulevard East.

Kate Colin suggested the District should collocate on Golden Gate Transit's current property. She urged the District to enter a Memorandum of Understanding (MOU) with the City of San Rafael if staff continue to pursue the property at 1075 Francisco Boulevard East. Ms. Colin explained her concerns regarding the potential effects of the purchase on the local community and infrastructure.

Maika Llorens Gulati expressed concerns regarding community engagement and the potential impact on nearby community members that the purchase of 1075 Francisco Boulevard East would have.

President Colbert reviewed the recommended action of the agenda item.

Each Board member provided comments on the proposed motion.

**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.**

M/s: Vice President Lucan – Director Rodoni

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

Noes: Director Bushey

Absent: Director Rice

Abstain: None

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

[Staff Report](#)

Director of Finance & Capital Programs Lauren Gradia explained the purpose of the interim fleet plan update. Ms. Gradia reported on the makeup of the District's current fleet as well as vehicle lifecycles. She outlined the District's vehicle replacement plan for the following two years. She provided an overview of CARB's Innovative Clean Transit Rule. Ms. Gradia

listed the District's zero emission bus rollout plan assumptions and presented a timeline for the plan. She explained the infrastructure plan for the zero emission buses. Ms. Gradia listed fleet and electrification challenges that staff have faced.

Director Bushey asked if staff would continue to monitor and update the Board regarding hydrogen-powered vehicles.

Ms. Gradia confirmed they would.

Director Bushey asked about the basis of staff's assumption that the range of in-depot charged vehicles would increase by 2027.

Ms. Gradia stated that staff would revisit that assumption in the District's Short Range Transit Plan (SRTTP). Currently, the District's battery electric vehicles are assigned to short runs. They will need to acquire vehicles with increased range in order to maintain the fleet size in the zero emission bus rollout plan.

Director Bushey asked if the assumption was based on staff's needs, or anticipated technology.

Ms. Gradia confirmed the assumption was based on the District's needs.

Director Bushey asked what the implications would be if staff were unable to acquire vehicles with longer range.

Ms. Gradia responded that staff would adjust the fleet, routes, or technology.

Director Bushey asked if there had been industry-wide discussion regarding the probability of achieving the standards of CARB's Innovative Clean Transit Rule.

General Manager Nancy Whelan explained that she had heard CARB intends to keep their mandates in place.

Director Bushey asked if CARB had announced an enforcement policy.

Ms. Whelan said they had not.

Director Rodoni asked about the District's history of electric, hybrid, and diesel vehicle purchases.

Ms. Gradia stated that once the District has the proper infrastructure for additional electric vehicles, they will be able to purchase electric vehicles more frequently.

Director Rodoni asked if staff intend to purchase vehicles early to avoid delays.

Ms. Gradia confirmed they do.

Director Moulton-Peters commented that Golden Gate Transit had discussed the limited use of electric vehicles.

Director Casissa asked what in-route charging meant. He asked when that would be feasible and what the infrastructure plan would be.

Ms. Gradia explained that in-route charging is infrastructure-intensive and requires partnerships with local jurisdictions.

Director Casissa asked how long in-route charging would take vehicles out of service for.

Ms. Gradia clarified that in-route charging would typically occur during a layover, and vehicles would only need to charge enough to finish the route.

Director Casissa asked if the prices specified in purchase commitments could change.

Ms. Gradia stated that once a purchase contract is brought to the Board, the price cannot change. The vehicle is not paid for until it is delivered.

Vice President Lucan asked if transit operators plan to lobby for a public transit charging rate.

Ms. Gradia confirmed there had been lobbying efforts, and there will be more in the future.

Vice President Lucan expressed support for the lobbying efforts.

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

M/s: Vice President Lucan – Director Bushey

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

Noes: None

Absent: Director Rice

Abstain: None

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

[Staff Report](#)

General Manager Nancy Whelan provided context for the report and introduced Vivalon's Chief Transportation, Facilities, and Safety Officer, Eric Villalobos.

Senior Transit Planner Asher Butnik reported on the suite of programs offered by Marin Access. Mr. Butnik compared Marin Access' paratransit ridership recovery with the Bay Area's paratransit ridership recovery since January 2020. He compared the top paratransit trip generators in Fiscal Year 2020 and Fiscal Year 2024 and explained what changes the top trip generators had undergone. Mr. Butnik reported on the results of staff's outreach to top trip generators. He compared ridership data from Fiscal Year 2020 and Fiscal Year 2024. He presented the feedback received from the outreach. Mr. Butnik explained that some riders are switching from paratransit to other Marin Access programs and Vivalon programs. He outlined the estimate of where paratransit ridership has gone since the beginning of the COVID-19 pandemic. He listed key takeaways and next steps.

Second Vice President Sackett asked what outreach initiatives remain.

Ms. Whelan explained how staff communicate with partner agencies that work with communities that may be eligible for Marin Access. She noted that staff have created materials for outreach, and some materials were available at the meeting. Staff are open to feedback regarding community engagement strategies.

President Colbert called for public comment.

Terry Scussel highlighted the importance of Marin Access' Catch-A-Ride program. He noted that his program, Marin Ventures, had lost participants recently, and that had affected paratransit needs.

Mr. Villalobos commented on Vivalon's recent increase in service and added that Vivalon had to reject over 15,000 local trips in the last fiscal year. He explained the gaps in service that he had observed.

**Recommended Action: Discussion item.**

**Adjourn** President Colbert adjourned the meeting at 12:19 P.M.

SINE DIE

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PRESIDENT

ATTEST:

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CLERK



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**Board of Directors**

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Alternate  
Town of Corte Madera

September 9, 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 a monthly Federal Update as a part of their services. The attached monthly report for July 2024 provides an overview of federal transportation activity including federal appropriations, congressional hearings, grant opportunities, and regulatory announcements.

Respectfully Submitted,

Nancy Whelan  
General Manager

**Attachment A:** Federal Update July 2024

# Marin Transit Federal Update

August 1, 2024

## FY25 Appropriations Update & Outlook

In July, the House continued consideration of Fiscal Year (FY) 2025 appropriations bills. The House Appropriations Committee passed all twelve annual bills by July 10th, and Chairman Tom Cole (R-OK) began efforts to pass the bills on the House Floor before adjourning for the August recess. Almost immediately, his plans went awry as the House failed to pass the Legislative Branch funding bill on July 11th. Disagreements on policy provisions in several additional appropriations bills and the slim Republican majority in the House prevented Chairman Cole from achieving his goal of passing all twelve annual spending bills before August 1st.

On the Senate side, the Senate Appropriations Committee passed eleven of the twelve annual bills with bipartisan support. The twelfth bill, the Homeland Security bill, was pulled from consideration before the markup due to concerns regarding funding for the Secret Service.

Both the Senate and the House will return to Washington on September 9th. It is increasingly likely that leaders in both chambers will pivot to a continuing resolution (CR) to fund the government past September 30th, when FY24 funding expires. A CR will likely allow appropriators to push final FY25 funding decisions until after the election. The results of the election will likely dictate whether Congress is able to complete the work within the final months of the 118th Congress or roll it into a new Congress starting in January 2025.

Specifically for transportation funding, on July 10 the House Appropriations Committee approved its FY25 THUD bill ([HR 9028](#)) on a party line vote. The bill maintains the \$1.8B cut in DOT programs that was approved by the House THUD Subcommittee on June 27. Most of the cuts were to specific discretionary grant programs such as RAISE that received significant advance appropriations under the BIL. Additionally, the House Appropriations Committee printed the Committee report for its THUD bill, [H.Rept. 118—584](#). The House had planned to take up the THUD bill during the week of July 29 but when it became clear that there weren't enough votes to approve it and the other remaining six appropriations bills, the House abruptly left for its August recess on July 25 and won't return until September 9.

Meanwhile, the [Senate Appropriations Committee](#) approved its THUD bill ([S.4796](#)) on July 24 by a vote of 28-1. The bill includes a 13% increase over the House version and boosts funding for several popular discretionary grants programs like RAISE which received deep cuts in the House bill. The committee also printed its report [S.Rept. 118-199](#).



The chart below provides an at-a-glance status of the FY25 appropriations bills.

FY25 Appropriations Bills	House Subcommittee Allocation (in billions)	Senate Subcommittee Allocations (in billions)	Passed House Committee	Passed Senate Committee	Passed House
Agriculture-Rural Development	\$25.873	\$27.049	7/10 by a vote of 29-26	7/11 by a vote of 27-0	
Commerce-Justice-Science	\$78.288	\$69.235	7/9 by a vote of 31-26	7/24 by a vote of 26-3	
Defense	\$833.053	\$830.865	6/13 by a vote of 34-25	Markup on 8/1	6/28 by a vote of 217-198
Energy-Water Development	\$59.19	\$61.467	7/9 by a vote of 30-26	Markup on 8/1	
Financial Services	\$23.608	\$21.175	6/13 by a vote of 33-24	Markup on 8/1	
Homeland Security	\$64.805	\$60.516	6/12 by a vote of 33-26		6/28 by a vote of 212-203
Interior-Environment	\$37.739	\$37.65	7/9 by a vote of 29-25	7/24 by a vote of 28-1	7/24 by a vote of 210-205
Labor-HHS	\$186.586	\$198.655	7/10 by a vote of 31-25	Markup on 8/1	
Legislative Branch	\$7.125	\$7.0	6/13 by a vote of 33-24	7/11 by a vote of 27-0	Failed on 7/11 by a vote of 205-213
MilCon-VA	\$147.520	\$148.876	5/23 by a vote of 34-25	7/11 by a vote of 27-0	6/5 by a vote of 209-197
State-Foreign Ops	\$51.713	\$55.705	6/12 by a vote of 31-26	7/24 by a vote of 24-5	6/5 by a vote of 212-200
Transportation-Housing and Urban Development	\$90.4	\$87.707	7/10 by a vote of 31-26	7/24 by a vote of 28-1	

## Congressional Transportation Hearings

- On July 23 the Senate Commerce Committee held a field hearing in Lansing, MI titled 'Examining the Impact of the Bipartisan Infrastructure Law on Transportation Infrastructure'. The full hearing can be viewed [HERE](#).

- On July 23 the House Railroads Subcommittee held a hearing on ‘Examining the State of Rail Safety in the Aftermath of the Derailment in East Palestine, Ohio’. The full hearing can be viewed [HERE](#).
- On July 24 the House Subcommittee on Highways and Transit held a hearing titled ‘Examining the Department of Transportation’s Regulatory and Administrative Agenda.’ The full hearing can be viewed [HERE](#).
- On July 31 the Senate Banking Committee held a hearing titled ‘Long Term Economic Benefits and Impacts from Federal Infrastructure and Public Transportation Investment’. The full hearing can be viewed [HERE](#)
- On July 31 the Senate Budget Committee held a hearing titled ‘Charging Ahead: the Future of Electric Vehicles’. The full hearing can be viewed [HERE](#).

### **FEMA Announces Nearly \$1 Billion in BRIC Funding**

The Federal Emergency Management Agency (FEMA) [announced](#) \$998.8 million in funding for 656 projects through the Building Resilient Infrastructure and Communities (BRIC) program. BRIC provides state, tribal, local, and territorial governments with funding for projects that address current and future natural disaster-related risks, including extreme heat, wildfires, drought, hurricanes, earthquakes, and flooding. The top three project categories funded include \$395 million for 28 flood control projects, \$237 million for 30 utility and infrastructure protection projects, and \$55 million for 129 building code adoption and enforcement projects.

### **OMB Releases 2024 Spring Regulatory Unified Agenda**

The Office of Management and Budget (OMB) released the [2024 Spring Regulatory Unified Agenda](#). The agenda details the rules and regulations each federal agency is expected to work on or release both short and long-term.

## **Federal Funding Opportunities & Announcements**

**DOE Announces \$65 Million Connected Communities 2.0 NOFO.** DOE announced a \$65 million [notice of funding opportunity](#) (NOFO) through the Connected Communities 2.0 program. The program supports innovative projects that manage growing electrical loads from buildings, transportation, and industry. The focus areas include \$15 million in Vehicle Technologies Office funding for field validation of smart charge management and \$50 million in DOE funding for field validation of grid-edge technologies that can be deployed at scale. Concept papers are due by August 20<sup>th</sup> and full applications are due by October 10<sup>th</sup>.

**DOT Publishes Reconnecting Communities Pilot NOFO.** The Department of Transportation (DOT) published a [NOFO](#) for the availability of \$607 million through the Reconnecting Communities Pilot grant program. The funds will help support planning and capital construction activities that aim to restore community connectivity through removing, retrofitting, mitigating, or replacing highways, roadways, or other infrastructure facilities that create barriers to mobility, access, or economic development. The program aims to advance and support the reconnection

of communities divided by transportation infrastructure, prioritizing helping disadvantaged communities improve access to daily needs including jobs, schools, healthcare, grocery stores, and recreation opportunities. Applications are due by September 30<sup>th</sup>.

**DOT Announces PNT Awards.** DOT [announced](#) \$7 million in funding for nine Complementary Positioning, Navigation, and Timing (PNT) technology vendors. The primary and most recognizable PNT service supporting critical infrastructure is the Global Positioning System (GPS), utilized for all modes of transportation, including aviation, maritime, and rail. These awards provide funding for instrumentation, testing, and evaluation of Complementary PNT technologies at field test ranges in conjunction with critical infrastructure owners and operators. The goal is to facilitate the adoption of Complementary PNT technologies to improve PNT resiliency.

**DOT Publishes SMART Grants Stage 2 NOFO.** DOT published a [NOFO](#) for the availability of \$50 million through Stage 2 of the Strengthening Mobility and Revolutionizing Transportation (SMART) grants program. Funds for the FY24 SMART Grants Program will be awarded competitively to prior 2022 Stage One recipients to implement the plans and prototypes previously developed in Stage One to advance smart city or community technologies and systems to improve transportation efficiency and safety. Only recipients of SMART Stage One Planning and Prototyping Grants or eligible entities designated by Stage One SMART recipients, awarded under the FY22 SMART Stage One NOFO, may apply for this Stage Two Implementation Grant. Applications are due by August 14<sup>th</sup>.

**EPA Announces \$4.3 Billion in Climate Pollution Reduction Grants.** The Environmental Protection Agency (EPA) [announced](#) \$4.3 billion in Climate Pollution Reduction Grants to 25 applicants. Projects selected target reducing greenhouse gas emissions in the transportation, electric power, commercial and residential, industrial, agricultural/natural lands, and waste/materials management sectors. Funding supports deploying technologies and programs focused on sector-specific greenhouse gas (GHG) emissions reductions and will help businesses capitalize on new clean energy opportunities.

**FRA Publishes Railroad Crossing Elimination Program NOFO.** The Federal Railroad Administration (FRA) published a [NOFO](#) for the availability of \$1.14 billion through the Railroad Crossing Elimination Program. The program helps to fund highway-rail or pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people and goods. Applications are due by September 23<sup>rd</sup>.

**FRA Publishes R&E Grant NOFO.** FRA published a [NOFO](#) for the availability of \$153 million through the Restoration and Enhancement (R&E) grant program. The program helps fund projects to establish service on new routes, restore service on routes that formerly had intercity passenger operations, and enhance service on existing routes. Applications are due by September 30<sup>th</sup>.

**FHWA Announces Large Bridge Project Grant Awards.** The Federal Highway Administration (FHWA) [announced](#) more than \$5 billion in Large Bridge Project grant awards to fund the reconstruction, repair, and restoration of 13 nationally significant bridges in 16 states

that connect communities to jobs and resources, support the economy, and serve as critical corridors for freight travel.

**FHWA Publishes Nationally Significant Federal Lands and Tribal Projects Program NOFO.** FHWA published a [NOFO](#) for the availability of \$55 million through the Nationally Significant Federal Lands and Tribal Projects Program. The program will help fund the construction, reconstruction, and rehabilitation of nationally significant projects within, adjacent to, or accessing Federal and Tribal lands. Applications are due by October 16<sup>th</sup>.

**FTA Publishes CCAM NOFO.** The Federal Transit Administration (FTA) published a [NOFO](#) for the availability of \$2.5 million to establish a Coordinating Council on Access and Mobility (CCAM) National Technical Assistance Center that supports CCAM members, federal agencies, their grantees, partners, and stakeholders in improving transportation access for people with disabilities, older adults, and individuals of low income. The overarching mission of this new center is to promote and facilitate human services transportation, public transit, and non-emergency medical transportation coordination that advances people's access to everyday destinations. Applications are due by August 30<sup>th</sup>.

**FTA Publishes Enhancing Mobility Innovation NOFO.** FTA published a [NOFO](#) for the availability of \$1.9 million in competitive cooperative agreement awards for projects that enhance mobility innovations for transit. Funds will be awarded for projects that advance emerging technologies, strategies, and innovations in traveler-centered mobility in two distinct areas. Of the total available funds, \$968,000 is available for projects to accelerate innovations that improve mobility and enhance the rider experience, focusing on innovative service delivery models, creative financing, novel partnerships, and integrated payment solutions. The remaining \$968,000 is available for projects to develop software solutions that facilitate the provision of integrated demand-response public transportation service that dispatches public transportation fleet vehicles through riders' mobile devices or other means. Applications are due by August 30<sup>th</sup>.

**NOAA Announces \$220 Million for Coastal Resilience Projects.** The National Oceanic and Atmospheric Administration (NOAA) [recommended funding](#) 32 habitat and coastal resilience projects nationwide for \$220 million in second-round funding through the Transformational Habitat Restoration and Coastal Resilience program. Funding supports projects that implement novel restoration techniques or efforts that restore habitats in urban ecosystems to benefit underserved communities.

**NOAA Announces \$575 Million for Climate Resilience Regional Challenge.** NOAA [announced](#) it recommends \$575 million in funding for 19 climate resilience projects nationwide. A total of 11 Planning and Capacity Building awards will support communities and regions initiating or advancing collaborative coastal climate resilience efforts. The remaining eight projects are Implementation awards to acquire vulnerable land, build infrastructure, strengthen existing infrastructure, and update state and local building codes.

## Federal Agency Personnel & Regulatory Announcements

**DOE Publishes Report on Harnessing the Flexibility of EV Charging.** DOE published a report titled "[The Future of Vehicle Grid Integration: Harnessing the Flexibility of EV Charging](#)." The report was developed with stakeholder input to outline a shared vision for vehicle-grid integration, where electric vehicles (EVs) are safely and securely connected to, reliably served by, and harmonized with the electric grid. The report also serves as a guidepost for the transition, offering direction for stakeholders as they develop products, identify opportunities for standardization, and design new policies, rates, and services, among other activities.

**DOT Publishes Equity Action Plan Update RFI.** DOT published a [request for information](#) (RFI) on meaningful activities to advance equity that should be considered as part of the agency's 2024 update to its Equity Action Plan. The responses to this RFI will help DOT understand the impact of its equity activities to date and inform the agency of what equity-related activities and performance metrics are prioritized through the Plan. Comments are due by August 14<sup>th</sup>.

**DOT Publishes Report on Decarbonizing Transportation.** DOT has published a report to Congress, "[Decarbonizing U.S. Transportation](#)." The report responds to Congressional direction to outline DOT's strategy and actions to reduce greenhouse gas emissions in line with our international commitments. The report identifies opportunities for driving further reductions in U.S. transportation GHG emissions.

**EPA Releases Updated EJSCREEN Tool.** EPA released [EJSCREEN 2.3](#), an updated version of the online screening and mapping tool that incorporates the newest demographic and environmental datasets. EPA holds regular [EJSCREEN Office Hours](#) to review and demonstrate the tool, and the next meeting will be held on August 21st at 12 pm ET.

**FTA celebrated its 60th anniversary this month.** On July 9, 1964 President Lyndon Johnson signed the Urban Mass Transportation Act into law which created FTA's predecessor - the Urban Mass Transportation Administration.

**OSHA Releases Proposed Heat Injury and Illness Prevention NPRM.** The Occupational Safety and Health Administration (OSHA) released a [notice of proposed rulemaking](#) (NPRM) on preventing heat injury and illness in outdoor and indoor work settings. The standard would require employers to create a plan to evaluate and control heat hazards in their workplace and clarify employer obligations and the steps necessary to effectively protect employees from hazardous heat. Comments will be due 60 days following publication in the *Federal Register*.

## ## ##



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September 9, 2024

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

**Subject: Marin Transit Quarterly Performance Report for the Fourth Quarter of FY 2023/24**

Dear Board Members:

### **Recommendation**

Information only.

### **Summary**

As part of the District's service monitoring process, staff prepare a quarterly performance report. Attached is the report for the fourth quarter of FY 2023/24.

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

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

### **Fiscal/Staffing Impact**

None.

Respectfully Submitted,

Asher Butnik  
Senior Transit Planner

**Attachment A:** Quarterly Performance Report for FY 2023/24 Q4

**Attachment B:** FY 2024 Q4 (April – June) Marin Transit Outreach and Travel Training



## Quarterly Performance Report for FY 2023/24 Q4

This report summarizes the operational performance of Marin Transit services for the fourth quarter of FY 2023/24 from April 1, 2024 through June 30, 2024. The Quarterly Performance Report provides detailed route-level statistics, analyzes trends, and evaluates performance measures established under Measure A and Measure AA.

### Report Format

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

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

### Performance Goals

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

**Table 1: Productivity and Subsidy Goals by Service Typology**

Service Typology	Routes	Unlinked Passenger Trips per Hour (at or above)	Subsidy per Passenger Trip (at or below)
Local Trunkline	35, 36, 71	20	\$5.00
Regular Local	17, 22, 23, 29, 49, 57	18	\$7.25
Local Connector	219, 228, 233, 245	8	\$10.00
Supplemental	613, 619, 625, 654	20 per trip	\$3.25
Rural	61, 68	6	\$13.25
Recreational	Muir Woods Shuttle	25	\$3.25
Demand Response	Local Paratransit, Marin Access Shuttles	2	\$38.50





## Performance Summary

In the fourth quarter of FY 2023/24, Marin Transit carried a total of 811,399 passengers systemwide. This represents a ridership increase of 10% compared to the fourth quarter of the previous fiscal year and is 4% lower than pre-pandemic ridership (Q4 FY2018/19).

On fixed route transit services, Marin Transit carried 763,381 riders. This is an increase of 9% compared to the fourth quarter of FY 2022/23. The Yellow Bus program carried 27,605 passengers. This represents an increase of 6% compared to the fourth quarter of the previous fiscal year. Marin Access services carried 20,413 trips on demand response and mobility management programs. This reflects an increase of 18% compared to the fourth quarter of the last fiscal year. The tables at the end of this report provide a breakdown of all route-level statistics.

### Local Trunkline (Routes 35, 36, and 71)

In the fourth quarter of FY 2023/24, Local Trunkline services carried 344,456 passengers. This represents an increase of 7% compared to the fourth quarter of the prior fiscal year.

Route 35 had an average of 31 passengers per revenue hour and an average subsidy per passenger of \$4.91, meeting the productivity target of 20 passengers per revenue hour and the subsidy target of at or below \$5.00 per passenger. No other Local Trunkline route met the productivity or subsidy target. Local Trunkline service accounted for 32% of fixed route service in revenue hours and 45% of fixed route ridership in the fourth quarter of FY 2023/24.

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

Local Basic services carried a total of 308,694 passengers during the fourth quarter of this fiscal year. This represents an increase of 29% compared to the fourth quarter of the prior fiscal year. Note that Local Basic Route 57 did not operate for the majority of the fourth quarter of the prior fiscal year. Excluding Route 57, Local Basic services increased in ridership by 14% compared to the prior fiscal year.

Route 23 had an average of 20 passengers per revenue hour, meeting the productivity target of 18 passengers per revenue hour. No other Local Basic route met the performance target, and none met the subsidy target of \$7.25 per passenger. Local Basic routes represented 44% of fixed route revenue hours and 40% of fixed route ridership in the fourth quarter of FY 2023/24.

### Local Connector (Routes 219, 228, 233, and 245)

During the fourth quarter of the fiscal year, Local Connector services carried 55,251 total passengers. This represents a decrease of 29% from the fourth quarter of the prior fiscal year. Note that two Local Connector routes, Routes 251 and 257, ran in the fourth quarter of the prior year that did not run this year. Excluding those routes, Local Connector ridership increased by 23% compared to the prior year.

All Local Connector services met the productivity target of 8 passengers per revenue hour, but none met the subsidy target of \$10.00 per passenger. Local Connector routes accounted for 12% of fixed route service in revenue hours and provided 7% of fixed route ridership in the fourth quarter of FY 2023/24.

### Supplemental School (Routes 613, 619, 625, and 654)

Supplemental School routes carried 11,074 passengers in the fourth quarter of FY 2023/24. This represents a 23% decrease from the fourth quarter of the prior fiscal year. The significant decrease in





Supplemental School ridership relative to the prior year is largely because, as part of the June 11<sup>th</sup> service change, much of the service that historically took place on Supplemental School routes was transferred to local service, including the cancellation of Routes 645 and 651. Even on routes that have continued into the current fiscal year, service levels are lower than prior years due to increased school connectivity on local service. Note that there were 9% more school days in the fourth quarter of FY 2023/24 than in the prior year.

Routes 625 and 654 had an average of 23 and 29 passengers per trip, respectively, meeting the productivity target of 20 passengers per trip. No other Supplemental School routes met the productivity target, and none met the subsidy target of \$3.25 per passenger. Supplemental School routes accounted for 1% of fixed route service in revenue hours and provided 1% of fixed route ridership in the fourth quarter of FY 2023/24.

### **Rural (West Marin Stagecoach Routes 61 and 68)**

In the fourth quarter of the fiscal year, the two Stagecoach routes carried 29,227 passengers. This represents a 24% increase from the fourth quarter of the prior fiscal year.

Both routes met the productivity target of 6 passengers per revenue hour, but neither met the subsidy target of \$13.25 per passenger. Stagecoach routes accounted for 9% of fixed route service in revenue hours, and ridership represented 4% of fixed route ridership in the fourth quarter of FY2023/24.

### **Yellow Bus**

In the fourth quarter of FY 2023/24, the Ross Valley School District yellow bus service carried 27,605 passengers. This represents an increase of 6% compared to the fourth quarter of the prior year. Note that there were 9% more school days this quarter than the prior year, and that yellow bus service levels were lower this year. This program has no established service targets.

### **Recreational (Muir Woods Shuttle)**

In the fourth quarter of FY 2023/24, the Muir Woods Shuttle carried 14,679 passengers. This represents a decrease of 24% from the fourth quarter of FY 2022/23. Service levels this quarter, compared to the fourth quarter of the prior fiscal year, were 33% lower, so the ridership reduction of 24% represents a productivity increase of 13%.

The Shuttle did not meet its productivity goal of 25 passengers per revenue hour nor its subsidy goal of \$3.25 per passenger. The Muir Woods Shuttle accounted for 2% of fixed route service in revenue hours, and ridership represented 2% of fixed route ridership in the fourth quarter of FY2023/24.

### **Marin Access**

In the fourth quarter of FY 2023/24, Marin Access offered ADA-paratransit service, the Marin Access Shuttles program (which includes the former Rural Dial-A-Ride program for Dillon Beach/Tomales and Point Reyes Station), the Volunteer Driver program, and the new Catch-A-Ride 2.0 pilot program. Note that, beginning this quarter, the Marin Access Shuttles program also includes the new West Marin Connector Pilot Shuttle.

In the fourth quarter of FY 2023/24, local paratransit carried 13,331 passengers. The service productivity average of 1.8 passengers per hour did not meet the 2.0 standard. The number of passengers represents a 9% increase in ridership compared to the prior fiscal year. The service did not meet the subsidy target of \$38.50 per passenger.



Marin Access Shuttles carried 186 passengers this quarter. The service productivity average of 1.4 passengers per hour did not meet the 2.0 standard. The service did not meet the subsidy target of \$38.50 per passenger.

The Volunteer Driver Program completed 2,368 trips this quarter. This represents a 6% decrease compared to the previous fiscal year.

The Catch-A-Ride 2.0 pilot program provided 4,528 one-way trips this quarter. This represents an increase of 290% compared to the prior year. The strong increase in Catch-A-Ride ridership suggests Marin Access riders who formerly used the Connect and Novato Dial-A-Ride programs are likely finding the new Catch-A-Ride 2.0 pilot meets their needs instead.

## **Community Engagement**

Staff perform various activities on an ongoing basis to engage the community and share information about Marin Transit and Marin Access programs and services. In the fourth quarter of FY 2023/24, the focus of these efforts was on continuing to establish and grow our relationships with community partners to improve our ability to connect with riders and the general public. There was also a significant focus on collecting feedback on Marin Transit and Marin Access Programs and Services from current riders as well as other interested community partners through focus groups and presentations to inform an update to the District's Short Range Transit Plan (SRTP). Events were held in various formats, locations, and days to meet the needs of the community. The attached report outlines the community engagement initiatives for target audiences, including community members, fixed route riders, and Marin Access riders.

In the fourth quarter of FY 2023/24, staff successfully completed thirteen events. Events included three compensated focus groups dedicated to collecting feedback from riders at the District's administrative office, two Navigating Transit presentations detailing the District's programs and services, eight community events, two business partner events, and a panel presentation on transportation options. Ten of these events were attended by staff to support Spanish translation as needed. In total, staff reached 499 community members across all events. This increase compared to Q3 is directly attributed to the development of relationships with community partners who then invited us to host information tables at their events.

In Q4, staff performed expanded outreach in two new areas – rider surveys and social media. Staff initiated and collected responses to two surveys; the first was designed to understand more about the needs of riders traveling to, from, and within West Marin, and the second was to collect feedback from users of the Catch-A-Ride 2.0 pilot program to inform the forthcoming program evaluation. The surveys were distributed via email, the Marin Transit website, through community partners, and at bus stops or on vehicles. Staff also began to utilize social media platforms more consistently to engage the community and share information.

## **Ridership Trends**

The District continues to experience strong ridership; total ridership stayed at 96% of pre-pandemic levels in Q4. However, ridership recovery has not been spread evenly across Marin Transit programs. Fixed route ridership recovery was swift and has remained strong; fixed route services remained at 99% of pre-COVID ridership in the fourth quarter of FY 2023/24. Marin Access services by contrast were at 48% of pre-COVID ridership levels this quarter. For about a year and a half, Marin Access ridership had



plateaued at around half of pre-pandemic levels. The current quarter represents the second consecutive quarter where year over year ridership on Marin Access services has increased. Marin Transit staff believe that the restructuring of Marin Access programs, which took effect on July 1, 2023, has had a positive effect on Marin Access ridership and mobility of seniors and people with disabilities in the long term.

This quarter, Marin Transit experienced strong ridership growth compared to the national average. According to the National Transit Database, in the fourth quarter of FY 2023/24, nationwide bus ridership was 6% higher than the prior year, compared to Marin Transit's 9% increase over the prior year for fixed route services.

Marin Transit continues to have one of the strongest ridership recoveries in the Bay Area at 99% for fixed route services, and one of the strongest in the country when comparing to pre-COVID levels (the national average this quarter was 78%). Compared to other North Bay transit agencies, Marin Transit fixed route services continue to perform well. In the fourth quarter of FY 2023/24, Golden Gate Transit carried 371,507 passengers on its fixed route bus service, representing less than half of Marin Transit's fixed route ridership (763,381), while SMART carried 246,222 passengers. Golden Gate Transit experienced a 7% increase in fixed route bus ridership in this quarter compared to the fourth quarter of FY2022/23, bringing overall recovery to 47% of pre-COVID ridership. SMART experienced a 29% increase in ridership compared to the fourth quarter of last year, bringing overall recovery to 137% of pre-COVID ridership.

Other Bay Area transit agencies that provide local transit service experienced a wide variety of ridership growth trends in the fourth quarter of FY 2023/24. Comparing to other Countywide peer agencies, Napa Valley Transportation Authority (VINE), SamTrans, and Solano County Transit (SolTrans) experienced a 17%, 11%, and 3% increase in ridership, respectively, relative to the second quarter of FY 2022/23, bringing their ridership relative to pre-COVID to 49%, 94%, and 70%, respectively.

Demand for Marin Access mobility management and demand response programs was 18% higher during the fourth quarter of FY 2023/24 compared to the fourth quarter of the prior year. This is the second consecutive quarter where ridership on demand response services was higher than the same quarter of the prior year. However, ridership on Marin Access services remains low relative to pre-COVID (48%). Staff conducted a robust assessment of Marin Access programs and ridership to explore reasons for these trends. The assessment concluded that a significant portion of former ridership has switched to alternative programs that better meet their needs. One of these programs is the new Catch-A-Ride 2.0 pilot, which is experiencing very strong growth (290% compared to the prior year). It remains to be seen where Marin Access ridership will land when the current growth spurt subsides.

Marin Transit implemented a suite of changes to Marin Access programs that started on July 1, 2023. These changes were designed to improve reliability of the services, stabilize ridership, and increase interest in and use of the programs. The growth in Marin Access ridership the past two quarters indicates that these changes have been successful.

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

**Table 2: Factors Impacting Ridership Comparison**

Factor		FY 2022/23 Q4	FY 2023/24 Q4	Impact
Days Operated	Weekdays	64	64	--
	School Days	44	48	▲
	Weekends & Holidays	27	27	--
	Muir Woods Shuttle	37	37	▼▼ See note
Service Disruptions (cancelled/missed service)		1185	135	▲▲▲▲
Rainfall (inches)		0.3	1.7	▼
Average Gas Prices		\$4.77	\$5.05	▲

Note: Although the Muir Woods Shuttle operated for the same number of days this quarter as the prior year, the service levels were significantly lower. Total revenue hours on the service were 33% lower than the prior year.

Due to the national labor shortage, Marin Transit's contractor operators have had difficulty hiring new drivers, which led to a significant amount of missed service in the prior fiscal year. The service change implemented on June 11<sup>th</sup>, 2023, was designed to reduce the number of driver shifts necessary to operate service, in an attempt to reduce the amount of missed service. The significant reduction in missed service for this quarter compared to the prior year demonstrates that the June 11<sup>th</sup> service changes were successful in that goal.

Attachment A

Quarterly Report - Summary

08/29/2024

QUARTER

Q4 FY24

Systemwide Performance Statistics

Typology	Route	Passengers	%Δ Passengers*	Revenue Hours	Operating Cost	Passengers per Revenue Hou	Subsidy per Passenger	Farebox Recovery
<b>1. Local</b>	<b>35</b>	154,012	▼2.9%	4,910	\$918,857	31.4	\$4.91	17.7%
<b>Trunkline</b>	<b>36</b>	73,640	▲2.2%	3,863	\$738,648	19.1	\$8.87	11.5%
	<b>71</b>	116,804	▲27.4%	6,027	\$1,184,527	19.4	\$8.89	12.3%
	<b>Rollup</b>	<b>344,456</b>	<b>▲6.8%</b>	<b>14,800</b>	<b>\$2,842,033</b>	<b>23.3</b>	<b>\$7.11</b>	<b>13.9%</b>
<b>2. Local Basic</b>	<b>17</b>	56,941	▲8.0%	3,743	\$598,514	15.2	\$9.43	10.3%
	<b>22</b>	43,061	▼2.1%	3,443	\$541,325	12.5	\$11.38	9.5%
	<b>23</b>	70,920	▲36.2%	3,612	\$679,939	19.6	\$8.52	11.1%
	<b>29</b>	3,516	▼61.7%	590	\$113,296	6.0	\$31.13	3.4%
	<b>49</b>	91,584	▲43.4%	5,150	\$836,007	17.8	\$8.19	10.2%
	<b>57</b>	42,672	▲631.8%	3,924	\$627,865	10.9	\$13.89	5.6%
	<b>Rollup</b>	<b>308,694</b>	<b>▲28.7%</b>	<b>20,462</b>	<b>\$3,396,947</b>	<b>15.1</b>	<b>\$9.99</b>	<b>9.2%</b>
<b>3. Local Connector</b>	<b>219</b>	10,105	▲21.0%	1,266	\$202,051	8.0	\$18.83	5.8%
	<b>228</b>	21,327	▲32.9%	2,357	\$370,627	9.0	\$16.26	6.4%
	<b>233</b>	11,591	▲16.9%	1,072	\$169,492	10.8	\$13.58	7.1%
	<b>245</b>	12,228	▲15.0%	1,085	\$174,675	11.3	\$13.36	6.5%
	<b>Rollup</b>	<b>55,251</b>	<b>▼28.8%</b>	<b>5,781</b>	<b>\$916,846</b>	<b>9.6</b>	<b>\$15.53</b>	<b>6.4%</b>
<b>4. Supplemental</b>	<b>613</b>	2,927	▼18.0%	116	\$36,683	25.1	\$12.21	2.6%
	<b>619</b>	4,528	▲57.8%	165	\$54,926	27.5	\$11.92	1.7%
	<b>625</b>	2,220	▲145.0%	76	\$23,750	29.2	\$10.42	2.6%
	<b>654</b>	1,399	▲58.6%	49	\$14,370	28.3	\$9.96	3.1%
	<b>Rollup</b>	<b>11,074</b>	<b>▼23.2%</b>	<b>407</b>	<b>\$129,730</b>	<b>27.2</b>	<b>\$11.45</b>	<b>2.3%</b>
<b>5. Rural</b>	<b>61</b>	10,361	▲54.4%	1,579	\$261,161	6.6	\$24.13	4.3%
	<b>68</b>	18,866	▲12.3%	2,436	\$396,678	7.7	\$20.16	4.1%
	<b>Rollup</b>	<b>29,227</b>	<b>▲24.3%</b>	<b>4,014</b>	<b>\$657,839</b>	<b>7.3</b>	<b>\$21.57</b>	<b>4.2%</b>
<b>7. Yellow Bus</b>	<b>Hdn Valley</b>	4,148	▲22.1%	51	\$48,079	81.3	\$6.06	47.7%
	<b>White Hill</b>	23,457	▲3.5%	294	\$277,615	79.7	\$6.31	46.7%
	<b>Rollup</b>	<b>27,605</b>	<b>▲5.9%</b>	<b>345</b>	<b>\$325,695</b>	<b>79.9</b>	<b>\$6.27</b>	<b>46.9%</b>
<b>8. Recreational</b>	<b>66</b>	14,679	▼24.5%	938	\$380,195	15.6	\$25.87	0.1%
	<b>Rollup</b>	<b>14,679</b>	<b>▼24.5%</b>	<b>938</b>	<b>\$380,195</b>	<b>15.6</b>	<b>\$25.87</b>	<b>0.1%</b>
<b>9. Demand Response</b>	<b>Local Para</b>	13,331	▲9.3%	7,375	\$1,435,448	1.8	\$101.17	6.0%
	<b>MA Shuttle</b>	186		129	\$20,886	1.4	\$110.24	1.8%
	<b>Rollup</b>	<b>13,517</b>	<b>▲4.1%</b>	<b>7,504</b>	<b>\$1,456,335</b>	<b>1.8</b>	<b>\$101.30</b>	<b>6.0%</b>
<b>Catch-A-Ride</b>	<b>CAR_Taxi</b>	3,061		0	\$92,079		\$30.08	0.0%
	<b>CAR_TNC</b>	1,467		0	\$25,432		\$17.34	0.0%
	<b>Rollup</b>	<b>4,528</b>	<b>▲290.0%</b>	<b>0</b>	<b>\$117,511</b>		<b>\$25.95</b>	<b>0.0%</b>
<b>Volunteer Driver</b>	<b>VolDrvr</b>	1,928	▼7.1%	2,516	\$14,018	0.8	\$7.21	0.8%
	<b>VolDvrWM</b>	440	▼1.3%	719	\$6,700	0.6	\$15.15	0.5%
	<b>Rollup</b>	<b>2,368</b>	<b>▼6.1%</b>	<b>3,235</b>	<b>\$20,718</b>	<b>0.7</b>	<b>\$8.69</b>	<b>0.7%</b>
<b>Rollup</b>		<b>811,399</b>	<b>▲9.7%</b>	<b>57,486</b>	<b>\$10,243,848</b>	<b>14.1</b>	<b>\$11.35</b>	<b>10.1%</b>

\* Change in passengers compared to same quarter of prior year

## FY 2024 Q4 (April - June) Marin Transit Community Engagement

### Reporting Month: April 2024

Date(s)	Event	Description	Contacts
<b>4/12/2024</b>	Marin Access Community Event at the 2024 Spring Senior Resource Fair	Staff hosted an information booth at the event which was targeted toward seniors living at The Redwoods: A Community of Seniors.	47
<b>4/13/2024</b>	Marin Access Community Event at the Senior Info Fair at the Fairfax Library	Staff hosted an information booth at the Fairfax Library targeted towards seniors in the Fairfax area.	35
<b>4/17/2024</b>	Marin Access Navigating Transit Presentation to 1251 S. Eliseo Dr.	Navigating Transit Presentation to residents of S. Eliseo Dr in coordination with Episcopal Community Services.	12
<b>4/23/2024</b>	Marin Transit Community Event at the Canal Alliance Food Pantry	Staff hosted an information booth at the Canal Alliance Food Pantry. Information on transportation options, including Marin Access and Clipper was offered to attendees. This was a Bilingual event with most interaction in Spanish.	65
<b>4/25/2024</b>	Marin Access Navigating Transit Presentation to the Marin Villages	Navigating Transit Presentation to residents of the Marin Villages in coordination with representatives of Marin Villages.	15
<b>4/26/2024</b>	Marin Access Community Event at the Belvedere-Tiburon Library Senior Expo	Staff hosted an information booth at the Belvedere-Tiburon Library. Specifically designed to engage and inform the senior community during the Senior Expo Event.	88

## FY 2024 Q4 (April - June) Marin Transit Community Engagement

### Reporting Month: May 2024

Date(s)	Event	Description	Contacts
5/7/2024	Focus Group	Staff hosted a focus group at the Marin Transit Administrative Office to get feedback from riders to inform our Short Range Transit Plan.	12
5/7/2024	Focus Group	Staff hosted a focus group at the Marin Transit Administrative Office to get feedback from riders to inform our Short Range Transit Plan. This was a dual language Focus Group with live translation into Spanish.	10
5/9/2024	Focus Group	Staff hosted a focus group at the Marin Transit Administrative Office to get feedback from riders to inform our Short Range Transit Plan.	10
5/14/2024	Marin Transit Community Event at the Canal Alliance Food Pantry	Staff hosted an information booth at the Canal Alliance Food Pantry. Information on transportation options, including Marin Access and Clipper was offered to attendees. This was a Bilingual event with most interaction in Spanish.	60

### Reporting Month: June 2024

## FY 2024 Q4 (April - June) Marin Transit Community Engagement

Date(s)	Event	Description	Contacts
<b>6/10/2024</b>	Marin Access / Marin Transit Transit Presentation to Marin County Commission on Aging	Staff participated in a panel presentation with other transit agency staff on transportation options in Marin County for attendees of the Commission on Aging monthly meeting. Staff present to this group annually on behalf of the MCCoA Housing & Transportation Committee.	40
<b>6/13/2024</b>	Marin Transit Community Event at CUCP DBE/ACDBE Certification Workshop	Staff hosted an information table for business networking with potential vendors for future procurements for the District.	30
<b>6/13/2024</b>	Marin Transit Community Event at Owner's Night.	Staff hosted an information table representing Marin Transit for business networking with potential vendors for future procurements with the District.	75





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Town of Corte Madera

September 9, 2024

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

**Subject: Award Contract to Urban Transportation Associates Inc. for an Automated Passenger Counter System**

Dear Board Members:

### **Recommendation**

Authorize the General Manager to negotiate and execute a five year agreement with Urban Transportation Associates Inc. (UTA) (#1276), in an amount not to exceed \$511,500.

### **Summary**

The District desires to automate the passenger counting on all buses in the fleet, moving away from ridership counting coming directly from the fare collection system. The automation is done through sophisticated camera systems located at the entry/exit points of all vehicles that count passenger movement in and out of the vehicle. Automated passenger counters (APC) have become the standard in the transit industry for ridership reporting, and technology advancement have demonstrated extremely high accuracy rates.

Following a competitive procurement, UTA was determined to be the most qualified firm to deliver the APC solution. The team has over three decades of experience in APC solutions and has completed implementation in more than 150 transit agencies in North America, including many of our peer agencies here in the Bay Area. Their firm will be responsible for the installation, testing, and certification of the system and they will provide the District ongoing warranty support for the system and reporting analytics for the data.

### **Background**

In February of this year, your Board heard and approved the final recommendations of the Fare Collection Study.<sup>1</sup> This effort provided guidance on the future hardware needs of the fare collection systems, recognizing the advancement of the digital Clipper fare collection and the phasing out of the current validating fare collection system (GFI Genfare). The recommendation from this study was to replace the current validating fare collection devices with

<sup>1</sup> <https://marintransit.org/meetings-events/2024/february-2024-board-directors-meeting>



a simple drop fare box system and pursue an advanced APC solution for ridership counting.

Following your Board’s February approval, the District began the development of a Request for Proposal (RFP) to solicit bids to procure the desired solution. The RFP was released on June 17, 2024 and dozens of firms expressed interest by downloading and reviewing the solicitation. Ultimately, the District received five qualified proposals, and all were reviewed, interviewed, and scored by the Evaluation Committee. As shown in the table below, UTA was the top scoring firm overall, as well as the top scoring firm for each member of the committee. Based on this scoring and a review of their references, we are requesting that you authorize the General Manager to negotiate a final contract and execute a final award.

**Table 1: Proposal Scoring Results**

Firm	Score (100 pts possible)
UTA Inc.	95.0 pts
Swiftly, Inc.	81.3 pts
Dilax Sytems US Inc.	78.3 pts
Passio Technologies	72.7 pts
Smart Sensor Solutions	67.0 pts

### Discussion

The District has a legacy APC system on a portion of the fleet, but most of the hardware has outlived its useful life. This system was originally installed in 2010 on a very small portion of the fleet (11 vehicles) and has been organically expanded since. Currently, over half of the fleet has some generation of APC technology. The initial task in this project will be assess the current state of these sensors to determine if any of them are compatible and reliable to use in the future system. The action requested in this letter assumes that all devices will be replaced, which is reflected in the timeline and total not to exceed contract authority.

The final deployment will include APCs on 100% of all District fixed route vehicles (69) to ensure comprehensive daily ridership counting; every APC, whether old or new, will be fully tested for functionality and accuracy. The system will allow the District to see boardings and alighting activity by route, by trip, and by stop. This level of detail will be far superior to the current trip level ridership reporting offered by the fare collection system.

An important task in this scope is the certification process required by the National Transit Database (NTD) that allows transit agencies to use these systems for official NTD ridership reporting purposes. This process places surveyors onboard select trips to take manual ridership counts and compares those to the APC system generated counts to ensure they are accurate and reliable.

The project is expected to take 16 weeks to implement following a notice to proceed. The District plans to use this solution for ridership reporting as soon as the NTD certification is complete. The adoption of this solution for ridership counting will allow the next phase of the fare collection recommendations to advance, including implementation of the Clipper 2.0 system and the replacement of the validation farebox system with a simplified drop farebox system. Staff are targeting these follow-up efforts to be implemented by the end of the 2025 calendar year.



**Fiscal/Staffing Impact**

The RPF requested comprehensive pricing for a full turnkey APC solution for a five-year period and assumed that all existing hardware would need to be replaced with new devices. The District may not need this full amount if some of the existing APCs are deemed functional and accurate. The not to exceed amount for the contract over a five year period will be \$502,875, as shown in the table below. The capital expenditures for the system purchase and installation is part of the On Board Technology (#OD) capital project in the FY2024/25 adopted budget. The project is 80% funded with a Federal Transit Administration (FTA) Section 5307 grant. The remaining 20% will be funded with local Measure AA sales tax funding. Warranty, support and software maintenance fees will be charged to the District’s local operations budget and funded with a combination of state and local revenue.

Component	Description	Total Price
<b>Capital</b>		
Hardware	Sensors	\$347,496
Hardware	Installation	\$43,605
Project Management	Implementation Services, NTD Certification, Training	\$47,199
Software	Reporting & Analytics	\$48,500
<b>Total Capital</b>		<b>\$486,600</b>
<b>Operations</b>		
Software	Maintenance Fees	\$12,250
Hardware	Warranty & Support	\$12,450
<b>Total Operations</b>		<b>\$24,700</b>
<b>Total Expenditures</b>		<b>\$511,500</b>

Respectfully Submitted,

Robert Betts  
 Director of Operations & Service Development

**Attachment A:** DRAFT Contract

**MARIN COUNTY TRANSIT DISTRICT  
PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT** is made and entered into this 9<sup>th</sup> day of September, 2024, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and Urban Transportation Associates (UTA), hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, District desires to retain a person or firm to provide the following service: Automated Passenger Counter Services; and

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

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

**1. SCOPE OF SERVICES:**

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

**2. FURNISHED SERVICES:**

The District agrees to:

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

**3. FEES AND PAYMENT SCHEDULE:**

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

**4. MAXIMUM COST TO DISTRICT:**

In no event will the cost to District for the services to be provided herein exceed the maximum sum of **\$ 511,500** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

**5. TIME OF CONTRACT:**

This Contract shall commence on September 9, 2024, and shall terminate on June 30, 2030. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

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

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

**8. SUBCONTRACTING:**

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

**9. ASSIGNMENT:**

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

**10. LICENSING AND PERMITS:**

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

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

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

## Attachment A

shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

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

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

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

### **13. TERMINATION:**

See Exhibit D: FTA GRANT CONTRACT PROVISIONS PROFESSIONAL SERVICES, Item 5.

### **14. APPROPRIATIONS:**

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

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

### **15. RELATIONSHIP BETWEEN THE PARTIES:**

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

### **16. AMENDMENT:**

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

### **17. ASSIGNMENT OF PERSONNEL:**

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

### **18. JURISDICTION AND VENUE:**

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

### **19. INDEMNIFICATION:**

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

### **20. COMPLIANCE WITH APPLICABLE LAWS:**

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

- 1. Pursuant to California Franchise Tax Board regulations, District will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**

Attachment A

- 3. For Contracts involving any Federal Transit Administration grant funds, Exhibit D must be attached. Exhibit D provides all Federal Transit Administration Contract Provisions relevant to this Contract.
- 4. For Contracts involving any State or Federal grant funds, Exhibit E must be attached. Exhibit E shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).

**Exhibit E - Debarment Certification**

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

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

**21. NOTICES:**

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

Contract Manager: \_\_\_\_\_

Dept./Location: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Notices shall be given to Contractor at the following address:

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**22. ACKNOWLEDGEMENT OF EXHIBITS**

***Check applicable Exhibits***

**CONTRACTOR'S  
INITIALS**

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

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

**CONTRACTOR**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

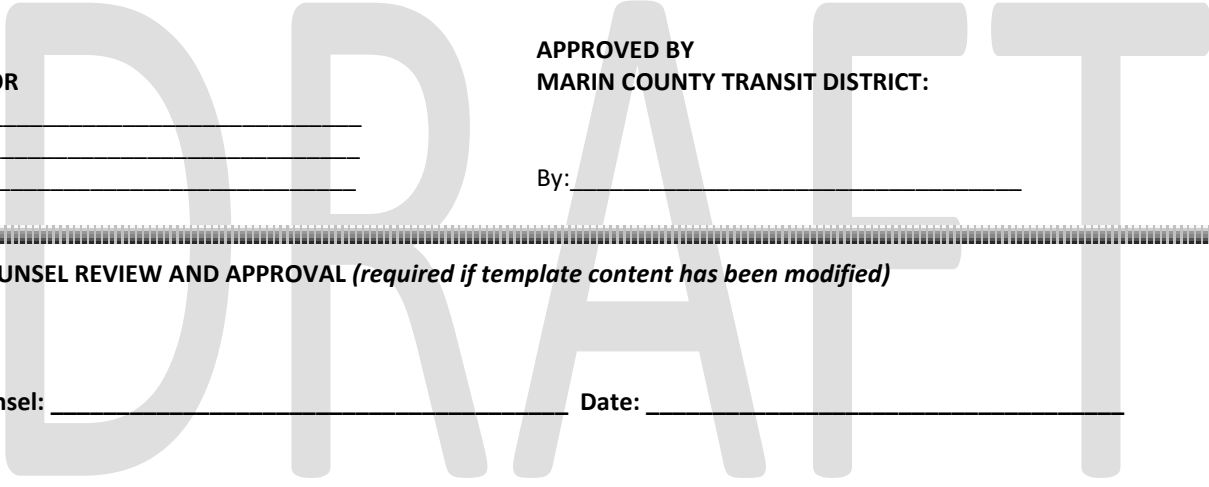
**APPROVED BY  
MARIN COUNTY TRANSIT DISTRICT:**

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

---

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

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





## EXHIBIT "A"

## SCOPE OF SERVICES (required)

**Project Understanding and Approach**

The following six (6) essential elements are included in the APC system to achieve long-term high-quality performance.

**APC Hardware**

1. **Accurate:** APC on-bus equipment (passenger counting sensors, GPS receiver, CPU) will provide accurate information. Evaluation of each of these on-bus sensors will take place at the initial implementation. UTA's APC sensor accuracy is well within +/- 5% of Manual observations. For FTA's NTD/APC certification, APC Accuracy evaluations must be executed. UTA's sub-contractor, Dikita Engineering, will execute the Manual Ridechecks in support of the NTD/APC proposal to FTA.
2. **Reliable:** On-bus APC equipment will operate reliably over the life of the vehicle. UTA's APC system routinely operates beyond the service life of a given bus.

**APC Software**

3. **Analytic:** The APC system will provide local transit staff with a comprehensive set of analytic reports, plots and APC file exports. UTA's APC analytic software utilizes local GTFS schedules and geo-coding. The APC analytics is easily auditable and provide substantiated transparency. All APC data and analytics will be easily accessible throughout the organization. Software tools should be adaptable for ad-hoc analytic requests which include all possible spatial and temporal levels of resolution. The design of the APC data architecture will allow for flexibility in responding to non-routine analytic tasks.
4. **Administrative Control:** The APC system will contain self-monitoring capability that provides the users with an accurate assessment of the performance of the APC system including specific conditions which require repair/resolution. The Administrative Control software will include the quality check of APC reference files such as schedules and geo-coding. An APC Diagnostics module will provide daily actionable information on any APC-related malfunctions that impact APC data quality/quantity.

**APC Support**

5. **Prompt:** Any APC-related condition identified from the APC Administrative Control process will be promptly addressed in order to minimize the impact on APC data
6. **Effective:** The corrective actions for APC-related conditions identified from the APC Administrative Control such as: equipment malfunctions, reference file errors, data processing interruptions, etc. will be successfully corrected. Detailed APC training and documentation addressing APC problem resolution will be present.

**UTA APC On-Bus Hardware**

A list of the current 67 vehicles is shown in the attached Table 1. In UTA's hardware configuration, each MT vehicle will be equipped with UTA's Model 31 APC CPU that can simultaneously operate in both an Integrated and StandAlone configuration. UTA's M31 APC CPU can provide real-time data to MT's current and future AVL systems.

Above each vehicle doorway, UTA will install APC sensors that utilize state-of-the-art three (3) dimensional video augmented by AI algorithms to produce passenger counting accuracies that have been proven to be in the 98-99% range in both bus and rail applications. UTA's M31 APC CPU also contains a 55 channel GPS receiver that provides extremely accurate time and location for every APC record. An input from each MT vehicle door and wheelchair lift (bicycle rack deployment and driver seat monitoring will be included in a smaller number of vehicles) will be connected to UTA's M31 APC CPU to correctly assign passenger boardings and alightings (along with WC Lift and Bike Rack Usage) to specific MT bus stops.

APC Data Records are generated upon state change of any connected digital input (door, wheelchair, bicycle rack, driver's seat, etc.) as well as timestamps every thirty (30) seconds. Each APC Data record includes updated passenger counts, record type, GPS data (time, location, heading, velocity) and a unique record number identifier.

## Attachment A

### UTA APC CPU - Model 31

UTA's Model 31 APC CPU is an industrial quality multifunction vehicle tracking/telemetry CPU manufactured by CalAmp Corp. running on an embedded 32-bit microprocessor. Based on CalAmp's LMU (Location Messaging Unit) architecture, the device provides the data storage, GPS, and wireless communication foundation of UTA's APC system. The small size (4.3" x 3.2" x 1.3") of the CPU allows for multiple mounting options with the most common being the on-board electronics cabinet. The UTA APC CPU is a highly reliable data acquisition and logging device used in many Automatic Vehicle Location (AVL) and mobile data acquisition applications (Police/Fire, Public Transit, School Bus fleets, Heavy-duty trucking fleets, etc.).

In UTA's APC Hardware Configuration for MT, the UTA APC CPU is responsible for the creation of the basic APC raw data record, APC data storage, and transmission to the UTA APC cloud-server. The on-bus APC CPU continually (every one second) queries each APC Sensor for passenger boardings and alightings, monitors digital inputs for vehicle door state (open/close), and receives/parses incoming GPS time/location data from the onboard GPS receiver. These data (counts, location, time, door events) are recorded and stored in onboard memory in UTA's unique record format.

Raw APC data provides the basis for all real-time and statistical reporting functions such as NTD and a wide range of service-analysis reports.

Raw APC data is stored onboard the APC CPU until connectivity to the APC Server is available. As specified by MT, MT's Cradlepoint mobile router will be utilized to transmit the raw APC data to UTA's cloud server.

With continuous network connectivity to UTA's APC cloud server, the capability exists for the APC system to support real-time applications of APC data. Examples of this capability may include vehicle location (including speed and heading) for display on internal MT displays (dispatcher) or passenger-facing applications provided by MT's AVL supplier.

#### Data Transfer via Marin Transit Cradlepoint Router

The UTA APC Model 31 CPU is equipped with onboard Ethernet capability and 802.11 a/b/g/n/ac Wi-Fi. Through either Ethernet or Wi-Fi, at MT preference, the UTA APC CPU Module will be connected to the MT Cradlepoint (900/1900) on-board router to permit raw APC data to be transferred automatically from each bus to UTA's APC cloud server. APC data present on UTA's cloud server is archived and stored for a minimum of five (5) years. The real-time APC data transfer via MT's on-bus Cradlepoint router allows for MT real-time bus location, passenger load, and bicycle rack occupancy displays.

#### UTA APC Sensor Technology

The UTA APC sensor is a 3-D vision-based sensing system manufactured by Xovis/Hella Aglaia GmbH. It is capable of being mounted nearly anywhere overhead at nearly any angle (does not need to be vertical), any rotation (does not need to be parallel to the door), and several feet inboard of the door threshold with zero impact to counting performance. This offers considerable flexibility to mount the sensor where wiring access is simplified, and aesthetics are improved. The Hella APC sensor is not only able to detect and count passengers with unparalleled accuracy, but it can also distinguish categories, or classes of passengers moving through its field of view. The UTA APC sensor can detect, and separately report Adults, Children, and non-Human objects (e.g. Bicycles).

The UTA APC sensor, by using wide-angle video cameras, is able to monitor a much wider doorway for a given mounting height than infrared technologies. Stereoscopic, color, video cameras continually acquire images from within a user-definable area. Onboard software evaluates video images, and objects (passengers) within the detection area are identified and tracked by comparing their position against subsequent video frames. A calculated 3D image based on the distances for all pixels to the device is calculated for each frame of video. The color indicates the distance to the device (blue = far, red = near). From this 3D image, passengers and objects are detected and tracked.

UTA's APC sensor achieves accurate (99%-100%) passenger counts through the following capabilities:

#### Differentiation of Persons

UTA's APC sensor is not affected by variations in ambient light levels, passenger size, passenger volume (bidirectional movements, parallel movements, crowding), or passenger movement speed. Additionally, the APC sensor is capable of separately reporting passenger classes: Adult, Child, non-human objects (e.g. bicycles).

#### Identification of Objects

## Attachment A

UTA's APC sensor technology is capable of distinguishing non-human objects from human passengers and either omitting non-human objects from passenger counts and/or reporting those counts separately.

### Doorway/Sensor Blocking

UTA's APC sensor technology has sufficient field of view and image processing capability to be unaffected by crowding conditions or stationary objects/passengers/crew within the counting area.

### Simultaneous Boarding/Alighting

UTA's APC sensors are capable of continuous identification and tracking of passenger densities up to five (5) persons per square meter. Continuous tracking allows for accurate counts in cases of bidirectional movement, double-backs and re-crossings.

#### 1.1.4 Utilization of MT's Existing Iris APC Sensors

UTA's M31 APC CPU is capable of utilizing the Iris/IRMA APC sensors currently present on MT buses (Qty=7). During the execution of the Current Solution Assessment, UTA will provide a technical report on the performance of the IRMA sensors on MT buses. The Current Solution Assessment will also include an evaluation of APC data quality from the Dilax APC sensors.

### UTA APC Software Package

The UTA hosted APC Analytic Reporting Tool is a password protected website with an easy-to-access intuitive interface. MT staff will be able to generate a user-defined, highly detailed set of more than sixty (60) analytic and administrative control reports by standard queries into the APC database. Users are capable of drilling down from macro-analytics (initial summary reports) to micro-analytics (detailed direct individual observations).

#### Main Menu – UTA Web Based Reporting

Listed below are standard UTA APC Analytic and Administrative Control Reports:

Standard Analytical Reports	
1	System Ridership Report – Passenger Miles, Revenue Hours, Revenue Miles, Trip Length
2	Route Ridership Report – Passenger Miles, Revenue Hours, Revenue Miles, Trip Length
3	System Report – Deadhead Miles, Deadhead Hours, Total Miles, Total Hours
4	RideCheck Report
5	Bus Stop: Individual Stop Observations
6	Bus Stop: Daily Ridership Summary by Unique Stop – all routes serving bus stop
7	Bus Stop: Daily Ridership Summary by Unique Stop – by route
8	Bus Stop: Passenger Load Plot by Stop by Trip
9	Bus Stop: Dwell Time Analysis by Bus Stop
10	Bus Stop: Passenger Load (Overcrowding by Stop)
11	Timepoint Segment Report: Individual Segment Observations
12	Timepoint Segment Summary Report: Ridership
13	Timepoint Segment Summary Report: Running Time
14	Timepoint Segment Summary Report: Max Load

Attachment A

15	Timepoint Segment Summary Report: Velocity
16	Timepoint Segment Actual Vs. Scheduled Running Time Plots
17	Trip Report: Individual Observations
18	Trip Report: Trip Averages
19	Trip Report: Ridership/Max Load Plot
20	Trip Report: Route Hourly Ridership by Direction Plot
21	Trip Report: Route Hourly Ridership Plot by
22	Schedule Adherence: System Totals by Day of Week
23	Schedule Adherence: Time Period (Trip Level) Summary
24	Schedule Adherence: Time Point Summary
25	Schedule Adherence: Individual Observations
26	Schedule Adherence: Day to Day Summary
27	Deadhead Running Time: Individual Observations
28	Deadhead Running Time: Summary by Origin-Destination
29	NTD/WE20 Reports/Substantiation: System Summaries
30	NTD/WE20 Reports/Substantiation: Route Summaries
31	NTD/WE20 Reports/Substantiation: Trip Summary
32	NTD/WE20 Reports/Substantiation: Individual Trip Observations
33	NTD/WE20 Reports/Substantiation: Selection of Random Trip Samples
34	Schedule Adherence Consistency Summary
35	OTP Exception Report – Consistent Times/Locations Early, On-Time, Late
36	Peak/30 Min Off-Peak OTP Summaries
37	Bus Stop Ridership Ranking Report
38	Trip Productivity Analysis – Trip Percentiles
39	Exception Report – Low Productivity Trips
40	Exception Report – Overcrowded Trips
41	Route Productivity Ranking
42	Ridership, Passengers/Mile, Passengers/Hour, Passenger Miles
43	Bi-Directional Timepoint Segment Productivity



## Attachment A


In addition to the aforementioned reports UTA has numerous unique ad-hoc reports requested by UTA users over the years.

### APC Ridecheck Report

The most traditional/basic type of transit analytic is the Ridecheck, which presents observations at each Bus Stop per Trip. UTA's APC Ridecheck Report automates the information historically provided by a Manual Ridecheck, making detailed and precise bus stop observations available to all users. The Ridecheck Report is often utilized when completing the NTD APC Certification procedure and validating APC system performance.

### Bus Stop Summaries

A common APC-generated analytic report is the Bus Stop Summary in which Average Daily Bus Stop Ridership is generated for each Route and the overall transit system. A unique feature of UTA's Bus Stop Summary Report is the CUMULATIVE LOAD column. The CUMULATIVE LOAD variable presents the Number of Passengers being carried past each Bus Stop. Analytic questions such as Passengers being brought into the CBD during the AM Peak, and Passengers being carried over a bridge which will be shut down for maintenance can be addressed with CUMULATIVE LOAD.

Included in UTA's Bus Stop Summary Reporting module is the generation of plots which present the Passenger Load at each Bus Stop on a given Trip

### Trip Reports

A basic unit of transit analysis is Trip-level summarization of raw APC data. UTA's APC Software automatically generates a Trip Ridership record which can serve as the foundation for a number of Ridership-related analytics, including NTD. UTA's APC Software does not need to identify each of the Bus Stops on a Trip in order to generate Trip-level records.

### FTA National Transit Database (NTD) Reporting

Critical to UTA's NTD Reporting are the highly developed APC Administrative Control software modules that assure high quality APC data being available for NTD Reporting. UTA's APC Diagnostics, Data Quality Codes, Filter/Edit Algorithms, Sampling Status, Deployment Plans, Reference File Quality Control are but a few of UTA APC Administrative Control elements that result in high quality APC data for both NTD and non-NTD reporting.

NTD Reporting is a natural by-product of a UTA APC system. The UTA APC Reporting Software has ensured the 100% FTA approval rating by recognizing and filtering out any potential bias of Unlinked Passenger Trips (UPT) and Passenger Miles Travelled (PMT) due to non-revenue door activity from operators/passengers and APC hardware malfunctions.

Critical to successful NTD Reporting is the calculation of Passenger Miles. UTA's APC Software automatically calculates Passenger Miles for each bus stop by multiplying the Passenger Load by the Inter-Stop Distance. With highly refined EOL Load Balancing algorithms assuring an accurate Passenger Load at each Bus Stop and algorithms that convert Lat/Long change into Inter-Stop Distance, UTA's APC Passenger Mile variable is highly accurate and auditable down to the bus stop level. Along with accurate UTA APC generated Ridership, Passenger Trip Length (PTL) is a standard output of UTA's Route Ridership Report.

### WE-20 Reporting Compliance

Published in the March 2023 Federal Register were *National Transit Database: Reporting Changes and Clarifications* which included a new Weekly Reporting cycle referenced as WE-20. FTA's objective for WE-20 is to provide a timely snapshot of service and ridership data to assess trends at the national level.

## Attachment A

UTA's APC Software supports the application of APC data to WE-20 reporting. UTA's web-based reporting allows users to specify starting and ending dates of data to be included in a weekly WE-20 report. Critical to the consistent generation of accurate and reliable WE-20 weekly reports of Unlinked Passenger Trips (UPT) and Vehicle Revenue Miles (VRM) is the quality and quantity of APC data being generated.

APC data collected on Day 1 would be available for analytic reporting, including WE-20, on Day 2.

### *Next Day Ridership*

The Next Day Ridership Reporting affords transit managers quick feedback from planning and operations about their ridership from previous day. This feedback is extremely critical not only from operations and planning point but also from political, media and marketing perspective.

### Administrative Control Reports

#### *Sampling Status*

The Sampling Status report allows staff to monitor the comprehensiveness of APC sampling that may require an associated APC Deployment Plan application be provided to MT operating divisions that will assure comprehensive sampling is achieved.

#### *APC Diagnostics*

A critical element of UTA's APC Analytic Reporting Tool is the ability to review the performance of the APC hardware. Local transit staff can review the status of each individual bus to confirm which bus and what part on that bus needs maintenance and all users can see how the system is performing overall.

#### **APC Support**

As referenced earlier, an essential element of an effective APC system implementation is the level of support provided by the APC system supplier.

UTA takes pride in providing accessible support by making UTA technical staff (engineers, technicians) available to interact with users in response to any APC system performance issues and/or user questions.

In UTA's Administrative Control software module are a number of applications which will provide feedback to both MT and UTA relative to APC system performance. Periodic (weekly, bi-weekly, and/or monthly) MT/UTA meetings will assure that any issues will be addressed.

Presented below are the tasks performed in a post-installation UTA APC Support program:

### **UTA APC Support Tasks**

- APC System Performance Monitoring
- APC Data Yield
- APC Hardware Maintenance

### **Administrative Control**

#### **APC Analytic Software Support**

- Latest versions of UTA APC Reporting Menu
- Ad-Hoc APC Reporting
- APC Information Utilization Training
- Global Reporting
- FTA NTD/APC Approval

### **Project Administration**

- UTA's Hosted APC Software Application

## Attachment A

- APC System Performance Status Meetings

### Key Staff

#### **Thomas W. Kowalski** – President and CEO

Serving as the principal Project Manager for UTA, Mr. Kowalski will have overall responsibility for UTA's performance in implementing an APC system at Marin Transit (MT).

Mr. Kowalski has a Bachelor's degree in industrial Engineering; a Master's degree in Business Administration and a Master's degree in Community Planning. He has also taught at the University of Cincinnati as Adjunct Instructor of Operations Planning in Public Administration. Mr. Kowalski has more than 35 years of experience in implementing APC systems at public transit organizations.

#### **David Bosshammer** - Chief Technical Officer

Responsible for successful operation and integration of all APC software, Mr. Bosshammer has a Bachelor's degree in Physics and a Master's Degree in Electrical and Computer Engineering. Mr. Bosshammer, a member of UTA since 1995, has successfully participated in more than seventy (70) APC projects. UTA SAEJ1708/J1587, GPS, and wireless download interfaces, along with interfaces to all major transit scheduling systems have been developed by Mr. Bosshammer.

#### **David Vanderputten** – Field Engineering Manager

As a 2007 graduate of Wright State University with a Bachelor of Science degree in Mechanical Engineering, Mr. Vanderputten began his career with UTA in 2001. Mr. Vanderputten is the primary UTA engineer responsible for test/evaluation of the HELLA APC sensor and has considerable experience with implementing APC equipment on rail cars.

#### **Chris Cooper** – Field Engineer

Mr. Cooper joined UTA in 2007 after attending Cincinnati State and Miami University for electrical engineering technology. As Field Engineer, he has performed or supervised installations at over twenty (20) customer sites.

#### **Sandesh Samdaria** – Software Engineer

Mr. Samdaria has been employed by UTA since 1999 initially as a student intern and then as a full-time UTA employee in 2001. Mr. Samdaria has degrees in the following areas of expertise: Undergraduate degree in Architecture (India) and Master's degrees in Community Planning (University of Cincinnati) and Housing and Urban Development (The Netherlands).

#### **Kevin Moore** – Software Engineer

Mr. Moore has a Bachelor of Science in Civil Engineering (Northwestern University) and a Master of Architecture (Massachusetts Institute of Technology). Mr. Moore has been working with UTA since 1999.

#### **Nick Fischer** –Software Engineer

Mr. Fischer, a member of the UTA's software engineering team since 2007, has a Bachelor's degree in Sociology and Political Science and a Master's degree in City & Regional Planning (MCRP)

#### **Michael Sousa** - Software Engineer

Mr. Sousa joined UTA full-time in 2021. Mr. Sousa's previously served as the Principal Data Analyst and APC Administrator for the Rhode Island Public Transit Authority. Mr. Sousa received a Bachelor of Arts degree in Mathematics from the University of Massachusetts – Dartmouth.

#### **Michael Kowalski** - Software Engineer/Hardware Maintenance Technician



## Attachment A

Michael Kowalski had been working as a part-time UTA software engineer since the early-2000's and has received a Bachelor's degree in Environmental Resource Engineering from Humboldt State University. Michael resides in Arcata, CA and supports all UTA APC applications in California and Oregon.

### **Keith Gates**– NTD Qualified Statistician

Keith Gates recently retired from the Federal Transit Administration (FTA) as Manager of the National Transit Database (NTD). Keith has received both Bachelor's and Master's degrees in Electrical Engineering from Purdue University. Mr. Gates will assist in the preparation and review of the application to FTA to gain approval for the use of APC-generated data in NTD reporting.

### **Debbie Scheetz** – Administrative Manager

The newest member of UTA's team, Ms. Scheetz joined UTA in 2013 after spending 22 years in the banking industry and specifically served as the company's commercial banker. Her close connection with the financial side of UTA sparked her interest in learning more about the operations of UTA and becoming a contributing member of the team by applying her years of cumulative business experience. Debbie has a Bachelor's degree in Business Administration in Management and Marketing (University of Cincinnati)

All of the aforementioned UTA staff, in some manner, will be applied to MT's APC system implementation.

### **Project Design and Implementation Plan**

The following is proposed as a draft installation plan for Urban Transportation's APC system on Marin Transit's fleet of 69 transit buses. This plan may be revised after receiving input from Marin Transit's operations and maintenance staff. Urban Transportation Associates will accommodate specific local requirements and preferences relative to vehicle availability, installation location, and installation rate. Urban Transportation Associates understands vehicle availability may be affected by operational needs, other vehicle maintenance tasks, and unexpected circumstances.

### **Project Planning**

After issuance of a Notice to Proceed, Marin Transit and Urban Transportation will establish a JIRA Project Management instance and begin populating the major milestone tasks and establish an issue tracking board. UTA and MT will schedule a kickoff meeting (virtual or on-site) to review the project scope, requirements, project plan, and address any remaining items or questions. The kickoff meeting is expected to occur shortly after the NTP is provided, and at the convenience of Marin Transit project management.

Following the Kickoff meeting, Urban Transportation will schedule 1-2 engineers to visit on-site with Marin Transit Maintenance/Engineering to establish a plan relative to the physical installation of the new APC equipment on each vehicle type (APC sensor mounting, wire routing, connection/termination points, etc.) as well as assess the condition and utility of existing APC equipment on Marin Transit vehicles.

In addition to assessing the existing and new APC hardware installations, a Discovery meeting would be planned with the end-users of Marin Transit APC data to gain knowledge of Marin Transit service and operations, obtain scheduling and geocoding information for all services, gain an initial understanding of Marin Transit's analytic needs and preferences.

Following the establishment of the APC installation plan, Urban Transportation will proceed with procurement/production of the necessary APC hardware components. Urban Transportation would plan to be on-site within one (1) week of the NTP issuance, or as soon as agreeable to Marin Transit.

### **Deployment/Installation**

Within approximately 3 weeks of NTP, Urban Transportation will deploy 1-2 experienced engineers/technicians to install Qty = 1 of each vehicle type to serve as a "pilot" installation for review and approval of Marin Transit Maintenance/Engineering (or representatives of the operating contractors' maintenance staff) prior to proceeding with the full-fleet installation. During this "pilot" installation phase, Urban Transportation will provision the UTA APC Server to begin receiving APC data from the pilot fleet, as well as launch the UTA Analytic Reporting website for Marin Transit.

## Attachment A

Post-installation inspection of the Pilot buses, combined with initial accuracy assessments (manual ridechecks and APC diagnostic review) will serve to validate the APC function and performance and assure data quality/quantity sufficient to meet Marin Transit's analytic needs and NTD certification requirements.

Full-fleet installations will begin approximately 2-3 weeks after the "pilot" fleet. Sequencing of the fleet installs can be established during the kickoff meeting depending on Marin Transit's preference (Marin Airporter prior to Golden Gate Transit, etc.).

Golden Gate Transit installation is expected to take approximately 1.5 weeks at a rate of 4 buses/day, 5-days per week

Marin Airporter installation is expected to take approximately 3 weeks at a rate of 4 buses/day, 5-days per week

Urban Transportation Associates welcomes Marin Transit's, and/or operating contractors' supervision/shadowing on-vehicle hardware installation activities.

Urban Transportation Associates requires minimal direct support from local Marin Transit or Golden Gate / Marin Airporter maintenance staff beyond making buses available for installation. Urban Transportation Associates installation crews are self-sufficient and capable of performing APC installation at any location (shop building, storage yard, outlying storage location, etc.) preferred by local maintenance and operations. On-vehicle APC equipment installation consists of mounting of APC Controller equipment, APC sensors at each of the doorways, and interconnecting cabling. Urban Transportation Associates estimates the on-vehicle APC installation task to take approximately 2-man hours per bus.

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Table 1: Fleet List

Vehicle #	Subfleet	# Doors/APC Units	Current APC	Driver Seat Sensor (y/n)	Bike Rack Sensor (y/n)
301	2015 29' XHF	1	dilex	Y	
1501	2015 Gillig 30ft	2	dilex	Y	Y
1502	2015 Gillig 30ft	2	dilex		
1503	2015 Gillig 30ft	2	dilex		
1504	2015 Gillig 30ft	2	dilex		
1505	2015 Gillig 40ft	2	dilex	Y	
1506	2015 Gillig 40ft	2	dilex		
1507	2015 Gillig 40ft	2	dilex		
1508	2015 Gillig 40ft	2	dilex		
1509	2015 Gillig 40ft	2	dilex		
1510	2015 Gillig 40ft	2	dilex		
1511	2015 Gillig 40ft	2	dilex		
1680	2016 El Dorado Aerotech 240	1	dilex		
1701	2017 40' Gillig Hybrids	2	none	Y	Y
1703	2017 40' Gillig Hybrids	2	none		
1704	2017 40' Gillig Hybrids	2	none		
1705	2017 40' Gillig Hybrids	2	none		
1706	2017 40' Gillig Hybrids	2	none		
1707	2017 40' Gillig Hybrids	2	none		
1708	2017 40' Gillig Hybrids	2	Iris	Y	
1709	2017 40' Gillig Hybrids	2	Iris		
1710	2017 40' Gillig Hybrids	2	Iris		
1760	2017 29' XHF	1	dilex	Y	
1761	2017 29' XHF	1	dilex		
1801	2018 BYD Electric	2	none	Y	Y
1802	2018 BYD Electric	2	none		
1860	2018 35' XHF	1	dilex	Y	Y
1861	2018 35' XHF	1	dilex		
1880	2018 El Dorado Aerotech	1	dilex		
1980	2019 El Dorado Aerotech	1	dilex		
2001	2019 40' Gillig Hybrids	2	none	Y	Y
2002	2019 40' Gillig Hybrids	2	none		

Attachment A

Vehicle #	Subfleet	# Doors/APC Units	Current APC	Driver Seat Sensor (y/n)	Bike Rack Sensor (y/n)
2003	2019 40' Gillig Hybrids	2	none		
2004	2019 40' Gillig Hybrids	2	none		
2005	2019 40' Gillig Hybrids	2	none		
2006	2019 40' Gillig Hybrids	2	none	Y	
2007	2019 40' Gillig Hybrids	2	none		
2008	2019 40' Gillig Hybrids	2	none		
2009	2019 40' Gillig Hybrids	2	none		
2010	2019 40' Gillig Hybrids	2	none		
2011	2019 40' Gillig Hybrids	2	none		
2080	2021 El Dorado AeroTech	1	dilex		
2081	2021 El Dorado AeroTech	1	dilex		
2082	2021 El Dorado AeroTech	1	dilex		
2083	2021 El Dorado AeroTech	1	dilex		
2084	2021 El Dorado AeroTech	1	dilex		
2085	2021 El Dorado AeroTech	1	dilex		
2086	2021 El Dorado AeroTech	1	dilex		
2087	2021 El Dorado AeroTech	1	dilex		
2088	2021 El Dorado AeroTech	1	dilex		
2101	2021 Gillig 40' Electric Bus	2	Iris	Y	Y
2102	2021 Gillig 40' Electric Bus	2	Iris		
2103	2021 Gillig 40' Electric Bus	2	Iris		
2104	2021 Gillig 40' Electric Bus	2	Iris		
2160	2021 29' XHF	1	dilex	Y	Y
2161	2021 29' XHF	1	dilex		
2162	2021 29' XHF	1	dilex		
2163	2021 29' XHF	1	dilex		
2170	2021 El Dorado XHF 35'	1	dilex	Y	Y
2171	2021 El Dorado XHF 35'	1	dilex		
2401	2023 35ft Gillig Hybrid	2	none	Y	Y
2402	2023 35ft Gillig Hybrid	2	none		
2403	2023 35ft Gillig Hybrid	2	none		
2404	2023 35ft Gillig Hybrid	2	none		
2405	2023 40ft Gillig Hybrid	2	none	Y	Y
2406	2023 40ft Gillig Hybrid	2	none		
2407	2023 40ft Gillig Hybrid	2	none		

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## EXHIBIT "B"

## FEES AND PAYMENT SCHEDULE (required)

DISTRICT shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** DISTRICT shall pay CONTRACTOR in year 1 based on the milestones shown in the Table B1 and years 2-5 payments as shown in Table B2, not to exceed \$511,500 during the term of the contract. CONTRACTOR shall submit Year 1 requests for payment via invoice net 30 days following provision of services. Year 2-5 costs should be submitted within the first 30 days of the associated fiscal year (starting in July).

**Table B1. Year 1 Costs**

Task Completion	Payment Increment	Payment Amount
<b>Notice To Proceed (NTP)</b>	10%	\$48,680
Release Materials Purchase Orders		
<b>NTP + 4 Weeks</b>	15%	\$73,020
Pilot Units Installation		
Current System Assessment		
<b>NTP+ 6 Weeks</b>	60%	\$292,080
Golden Gate Installations		
Marin Airporter Installations		
APC Software License & Setup		
<b>NTP+ 9 Weeks</b>	10%	\$48,680
Manual Ridechecks		
APC Accuracy Evaluation		
Training		
NTD/APC Proposal Preparation		
<b>NTP+12 Weeks</b>	5%	\$24,340
NTD/APC Approval from FTA		
<b>Implementation Total</b>		<b>\$486,800</b>

1. NOTE: Potential revision to Year 1 costs if existing hardware is deemed functional.

**Table B2. Year 2-5 Costs**

Year 2 Costs (Warranty & Software)	<b>\$4,900</b>
Year 3 Costs (Warranty & Software)	<b>\$5,400</b>
Year 4 Costs (Warranty & Software)	<b>\$6,900</b>
Year 5 Costs (Warranty & Software)	<b>\$7,450</b>

- (2) **MILEAGE.** DISTRICT shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract.
- (3) **TRAVEL COSTS.** DISTRICT shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract.

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- (4) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for DISTRICT. Payment for additional services shall be made to CONTRACTOR by DISTRICT if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is five years following successful implementation. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$511,500.
- (6) INVOICES. Invoice shall be remitted monthly to AP@marintransit.org and to Marin Transit's contract manager.

DRAFT

**EXHIBIT "C"**

**INSURANCE REDUCTION/WAIVER (if applicable)**

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

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

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

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

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

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

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

Contract Manager Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT "D"

## FTA GRANT CONTRACT PROVISIONS PROFESSIONAL SERVICES

**1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

**2. FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD**

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

**3. ACCESS TO RECORDS AND REPORTS**

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

**4. CHANGES TO FEDERAL REQUIREMENTS**

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

**5. TERMINATION**

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



## Attachment A

which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

## 6. EQUAL EMPLOYMENT OPPORTUNITY

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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- h. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 7. DISADVANTAGED BUSINESS ENTERPRISE

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.6 %. A separate contract goal has not been established for this procurement.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Marin Transit deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Marin Transit. In addition, the contractor may not hold retainage from its subcontractors.
- e. The Contractor must promptly notify Marin Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Marin Transit.

### 8. INCORPORATION OF FTA TERMS

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

### 9. SUSPENSION AND DEBARMENT

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

### 10. RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

- a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Marin Transit's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.
- b. Performance During Dispute - Unless otherwise directed by Marin Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages

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therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

- d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Marin Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Marin Transit is located.
- e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Marin Transit, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### 11. LOBBYING RESTRICTIONS

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

under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### 12. CLEAN AIR

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

### 13. CLEAN WATER

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

### 14. ENERGY CONSERVATION

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

### 15. PRIVACY ACT

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

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

**16. NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

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

- a. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- c. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18 Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

**17. BUY AMERICA REQUIREMENTS**

- a. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.
- b. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- c. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements.
- d. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA’s Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

**18. CARGO PREFERENCE REQUIREMENTS**

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**19. FLY AMERICA**

- a. Definitions. As used in this clause—
  - (1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
  - (2) “United States” means the 50 States, the District of Columbia, and outlying areas.
  - (3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that

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service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

- e. Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## **20. AMERICAN WITH DISABILITIES ACT (ADA)**

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## **21. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## **22. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

- a. The contractor certifies that it:
  - (1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - (2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third-Party Agreement with the Third-Party Participant without FTA's written approval.
- b. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

## **23. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## **24. SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## **25. TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- b. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- c. Use forced labor in the performance of the Recipient's Award or sub agreements thereunder.

**26. PROMPT PAYMENT**

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

**27. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (b) (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (c) (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

**28. SAFE OPERATIONS OF MOTOR VEHICLES**

**Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

**Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

DRAFT



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### Board of Directors

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Town of Corte Madera

September 9, 2024

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

**Subject: Policy Update: Marin Transit's Personnel Policies and Procedures (HR-02)**

Dear Board Members:

### **Recommendation**

Approve updates to Marin Transit's Personnel Policies & Procedures (HR-02).

### **Summary**

Periodically there are updates to California employment laws that impact our Board approved Personnel Policies and Procedures.

Presented for your approval today are the following changes:

- 1) *Sections 2.6.4- 2.6.4.c. Non-Violent Workplace* is now redirects to Marin Transit's Board adopted Workplace Violence Prevention Plan (AD-07).
- 2) *Section 4.1.7.c Deferred Compensation Plan* is updated to reflect the addition of voluntary post-tax contributions into the plan.
- 3) *Section 4.2.5.b Overtime Required* corrects the definition of overtime to include assigned work over eight (8) hours per day and over 40 hours worked in a workweek for non-exempt employees.
- 4) *Section 4.5.10.c Employee Sick Leave Use* now includes the use of sick leave for employees who are victims of domestic violence, sexual assault or stalking.
- 5) *Section 4.5.10.d Sick Leave Use for Family* now reflects the expanded definition of immediate family member.

### **Fiscal/Staffing Impact**

None.

Respectfully Submitted,

Holly Lundgren  
Director of Administrative Services





**Attachment A:** Marin Transit Personnel Policies & Procedures (HR-02)



**MARIN TRANSIT**  
**PERSONNEL POLICIES AND PROCEDURES MANUAL**

Policy #: HR-02  
Subject: Personnel  
Effective Date: July 1, 2014  
Revision Date: July 1, 2015 (sec 4.5.10)  
Revision Date: November 2, 2020 (secs 4.1.7.b)  
Revision Date: February 7, 2022 (sec 3.2.4)  
Revision Date: June 6, 2022 (sec.4.5.5 & sec. 4.5.12.a)  
Revision Date: April 3, 2023 (sec. 4.5.4)  
Revision Date: (pending) September 9, 2024 (sec.:

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## **ACKNOWLEDGEMENT OF RECEIPT OF PERSONNEL POLICIES AND PROCEDURES**

The Personnel Policies and Procedures Manual, including the attached Standard of Conduct and Conflict of Interest Code and Drug and Alcohol Testing Policy, contains important information about Marin Transit and my privileges and obligations as an employee.

Since the information in this document is necessarily subject to change, I acknowledge that revisions to the Personnel Policies and Procedures Manual, including the attached policies, may occur. All such changes will be communicated through official notices. I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that the policies and procedures set out in this manual, including the attached policies, are neither a contract of employment nor a legal document. I have received the Personnel Policies and Procedures Manual, and I understand that it is my responsibility to read and comply with the policies and procedures contained in this manual and any revisions made to it.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name - Printed

## SECTION 1 GENERAL AND ADMINISTRATION

### 1.1 Introduction

The Marin County Transit District develops, finances, plans, and provides local transit service in Marin County consistent with the overall San Francisco Bay Area regional transit network. The District may operate the local transit system or contract with any other public or private entity to operate all or part of the transit system including, but not limited to services, facilities, or equipment. Employees represent the District and further the District's purpose when performing services. District employees are an essential asset, and it is the desire of the District to ensure employees are treated accordingly.

Marin County Transit District's enabling legislation requires the District to adopt a Merit System with regard to personnel management (Cal. Pub. Util. Code § 70076). The District established a Merit System by resolution and authorized the General Manager to prepare or cause to be prepared a Manual of Personnel Policies and Procedures for the effective administration of personnel matters consistent with the Merit System.

### 1.2 Purpose

The purpose of this Personnel Policies and Procedures Manual is to clearly articulate the desired practices of the District and the responsibilities and rights of employees and managers in their employment with the Marin County Transit District. It is intended to provide regulations and instruction for lawful and equitable personnel practices consistent with the District's Merit System and to provide direction and guidance for employment practices and requirements.

### 1.3 Definitions

- 1.3.1. Alternate Work Schedule:** An approved set work schedule different than the standard five days per week, eight hours per day schedule. Example: a "9/80" schedule in which the employee works nine workdays in a two-week period, nine hours for eight days and eight hours for one, for a total of 80 hours in a two-week period.
- 1.3.2 Confidential Employee:** An employee or position, as designated by the Board of Directors, who could reasonably have access to confidential information that could affect employer-employee relations.
- 1.3.3 Day:** Calendar day unless expressly stated otherwise.
- 1.3.4 Demotion:** A change in status of an employee from a position in one classification to a position in another classification with lesser duties and responsibilities, lower qualifications, and a lower maximum salary.

- 1.3.5 Employee:** A person employed by the District. Independent contractors, elected officials, and volunteers are not employees of the District.
- 1.3.6 Employment Compensation Framework:** A document submitted by the General Manager to the Board of Directors recommending personnel policy issues involving financial commitments, such as establishing salary ranges, employee benefit programs and District contributions, staffing levels, and establishment of classifications. The Employment Compensation Framework may be modified as part of the annual budget process.
- 1.3.7 Exempt Employee:** An employee who is in a managerial, administrative, or professional classification as defined by the Fair Labor Standards Act and is exempt from wage and overtime provisions of the Act.
- 1.3.8 Flexible Work Schedule:** An approved work schedule in which daily start and end times may vary.
- 1.3.9 Layoff:** The separation of an employee from the active work force due to lack of work, lack of funds, organizational changes, or the abolition of a position.
- 1.3.10 Manager or Management Employee:** An employee designated by the Board of Directors as having significant authority, in the interest of the Board, to formulate and effectuate District policies, and who is substantially involved in hiring, discharging, evaluating, rewarding and disciplining one or more employees or effectively recommends such decisions.
- 1.3.11 Merit System:** The manner of hiring and promoting government employees based on their ability, education, experience, and job performance rather than their connections or other political factors -- one in which human resources activities are governed by uniform, job related, and impersonal policies and procedures.
- 1.3.12 Paid Status:** The payment of an employee for a workday either because the employee worked the day or because the employee was on authorized paid leave.
- 1.3.13 Promotion:** Advancement of an employee from a position in an established classification to a position in an established classification with higher level duties and responsibilities, higher qualifications, and a higher maximum salary.
- 1.3.14 Qualified Individual with a Disability:** A person with a physical or mental impairment that materially or substantially limits one or more major life activities.
- 1.3.15 Reasonable Accommodation:** A modification or adjustment to a job, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to enjoy an equal employment opportunity. Examples may include acquiring or modifying equipment or devices; making facilities readily accessible; modifying work schedules. Reasonable accommodation also applies to ensure the safety of an employee at work who is the victim of domestic violence, sexual assault, or stalking.

**1.3.16 Regular Employee:** A person employed by the District full or part time with no specific end date to the employment. Contract and temporary employees are not regular employees.

**1.3.17 Reinstatement:** The return of an employee to a classification in which the employee formerly served.

**1.3.18 Separation:** Any ending of employment with the District.

**1.3.19 Temporary Employee:** A person employed by the District in a position that is funded for a limited period of time, not to exceed one year.

**1.3.20 Transfer:** A change of an employee from one position to another in the same or similar classification.

#### **1.4 At Will Employment**

The General Manager is employed pursuant to a contract and is governed by the terms thereof. Positions in the Director classification reporting directly to the General Manager are designated as at will. Other District employees may be designated as at-will employees by the General Manager, under appropriate circumstances. At will employees do not acquire a property interest in their positions and their employment may be terminated at any time, for any reason, and without any requirement of demonstrating cause. At will employees have no right to appeal any discipline or termination.



## SECTION 2 STANDARDS OF EMPLOYMENT

### 2.1 Employee Standards of Conduct

- 2.1.1 Standard of Conduct Policy:** The District has adopted a Standard of Conduct and Conflict of Interest Code. Employees should refer to this code for general standard of conduct requirements as well as information regarding: exclusive service; outside employment; maintenance of confidential and/or privileged information; use of District facilities or property; improper political activity; nepotism; anti-fraternization; and acceptance of gifts or other benefits. The Standard of Conduct and Conflict of Interest Code is hereby incorporated into this Personnel Policies and Procedures Manual and is attached.
- 2.1.2 Workplace Grooming and Attire:** The District maintains a professional working environment for the benefit of its employees and the public. As public employees and representatives of the District, each employee will present him/herself in a neat and clean manner and in professional attire appropriate to the job assignment.
- 2.1.3 Smoke Free Workplace:** Smoking tobacco is prohibited in all District offices and vehicles and is prohibited within 20 feet of the entrance, doorway, or window to any District building.

### 2.2 Equal Opportunity in Employment

- 2.2.1 Purpose:** The purpose of this policy is to set forth the Marin County Transit District's commitment to equal opportunity in employment as well as services and to establish no tolerance for unlawful discrimination, harassment, or retaliation; to define these terms; and to identify the procedure for reporting, investigating and resolving complaints of discrimination, harassment, or retaliation.
- 2.2.2 Statement of Policy:** The Marin County Transit District is committed to providing an environment that is free from discrimination and harassment of any kind, including sexual harassment and harassment or discrimination based on race, color, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, sex, age, or sexual orientation. Such discrimination and harassment, or retaliation against individuals who complain of illegal harassment or discrimination or who participate in an investigation into illegal harassment or discrimination will not be tolerated. All human resources' functions will be administered in a manner that is equitable, respectful, and related to job performance.
- 2.2.3 Definitions:**
  - 2.2.3.a Unlawful Discrimination:** Basing a term, condition, or privilege of employment on an individual's actual or perceived race, color, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, sex, age, or sexual orientation. Terms, conditions, and privileges of employment

include recruitment, selection, testing, training, transfer, promotion, demotion, termination, performance appraisal, and compensation.

**2.2.3.b**

**Discriminatory Harassment:** Any form, or combination of verbal, physical, visual, written, or environmental conduct based on actual or perceived race, color, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, sex, age, or sexual orientation. The conduct need not be specific or even directed at an individual. By definition, harassment, including sexual harassment, is not within the course and scope of an individual's employment. Harassment includes any conduct that would be unwelcome to a reasonable person of the recipient's same protected status and that is taken because of the recipient's protected status. Lack of protestation or complaint is not to be construed to imply consent. Examples of discriminatory harassment include:

- **Verbal Misconduct:** Inappropriate or offensive or derogatory remarks, slurs, jokes, or innuendoes regarding an individuals' body, sex, physical appearance, sexual prowess, pregnancy, sexual orientation, religion, race, etc. Sexual harassment can occur between individuals of the same or different genders.
- **Physical Misconduct:** Inappropriate or offensive gestures, touching, assault, or physical interference with free movement directed at any individual on the basis of any status protected by this policy.
- **Visual or Written Misconduct:** The display or circulation of offensive or derogatory visual or written material including posters, cartoons, drawings, reading materials, or electronic media transmissions related to any protected status.
- **Environmental Misconduct:** A work environment that contains an unwarranted focus of language, behavior, or visual or written material upon sexual, racial, religious, or any other status protected by this policy.

**2.2.3c**

**Retaliation:** Any adverse employment action that is reasonably likely to prevent the complaining party or others from engaging in protected activity. Adverse employment actions include, for example, a decrease in pay, change of hours, or reduction in authority or responsibility. Adverse action can also include shunning, taking sides, spreading rumors, or threats of intimidation. Retaliation could be against individuals who complain of illegal harassment or discrimination or who participate in an investigation into illegal harassment or discrimination.

**2.2.4 Reporting Unlawful Harassment, Discrimination, or Retaliation:** Any employee or applicant for employment who believes he/she has been unlawfully harassed, discriminated against, or retaliated against should promptly report it orally or in writing to the employee's supervisor, a human resources representative, or the General Manager. Any supervisor or

manager who receives such a complaint or who observes or otherwise learns about such conduct is required to notify a District designated human resources representative or the General Manager immediately.

- 2.2.5 Investigating and/or Responding to Complaints:** Upon receiving a complaint of harassment, discrimination, or retaliation, the District or its representative may undertake an investigation of the complaint. An investigation and investigation report will be kept confidential except as required by law. If behavior is found to have occurred in violation of this policy, action will be taken to ensure or confirm that the conduct is stopped and will not reoccur. Employees are required to cooperate in and respond honestly to questions presented in any investigation.
- 2.2.6 Management Responsibilities:** Management and supervisory employees are responsible for educating and holding employees accountable for adherence to this policy and for demonstrating commitment to and support of this policy. Upon becoming aware of a violation, regardless of whether the violation is by a direct subordinate, another employee, a member of the public, a contractor, an elected official, or a supplier, he or she will report the conduct to the General Manager immediately.
- 2.2.7 Consequences of Violation of Policy:** Immediate and formal disciplinary action up to and including termination will be taken against any employee found to have engaged in conduct that constitutes employment discrimination, harassment, or retaliation.

## 2.3 Drug and Alcohol-Free Workplace

- 2.3.1 Policy:** The purpose of this policy is to provide a safe and healthy workplace for all employees, to comply with federal and state regulations, and to prevent accidents. A safe and healthy workplace for all employees precludes the influence of impairing drugs and alcohol. The presence of alcohol and drugs on the job, and the influence of these substances on employees during working hours, is prohibited.
- 2.3.2 Notification to District Employees:**
- The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace.
  - As a condition of employment, employees must abide by the terms of this policy.
  - As a condition of employment, employees must notify the District, within five calendar days, if convicted of a criminal drug violation in the workplace.
- 2.3.3 Drug and Alcohol Testing Policy:** The District has adopted a Drug and Alcohol Testing Policy. Employees should refer to this policy for additional information on the District's drug and alcohol testing requirements. The Drug and Alcohol Testing Policy is hereby incorporated into this Personnel Policies and Procedures Manual and is attached.

## 2.4 Electronic Media

- 2.4.1 Usage and Public Purpose:** Computer hardware and software, and electronic communication and data processing devices are the property of the District provided for the purpose of conducting District business. All such electronic media, including but not limited to e-mail, voicemail, internet, intranet, calendaring systems, computers and computer programs, cell phones, and all messages and information contained therein may be public records subject to disclosure to the public or to subpoena. Except for brief, occasional necessary or emergency use, the electronic systems are not to be utilized for personal use or to conduct personal or private business. Employees must comply with all operational guidelines such as records retention schedules, back-up procedures, use of passwords, and confidentiality.
- 2.4.2 No Right to Privacy:** Employees who use electronic systems and tools provided by the District will have no right or expectation of privacy in such use. The General Manager or his/her designee has the right to enter, search, monitor, and retrieve an employee's electronic communications, data files, logs, computers and other electronic devices, and programs from these systems at any time without notice. Security features such as passwords, access codes, and delete functions do not prevent authorized employees from accessing electronic communications and devices.
- 2.4.3 Prohibited Use:** Employees shall not install non-District owned programs on any computer, electronic device, or on the computer system or copy District-owned programs for personal use. Employees shall not use the system for political purposes, commercial activities, or to download music or other programs for personal use. Employees will refrain from using the computer and data systems in any way that may be disruptive, offensive to others, harmful to morale, construed as sexual or religious, or violate any other District policies or laws.

## 2.5 Whistleblower Rights

District employees or applicants for employment are entitled to disclose to the District, without reprisal, facts that may be deemed to constitute gross mismanagement, significant waste of public funds, abuse of authority, and/or substantial and specific danger to public health or safety.

- 2.5.1 Disclosure Procedure:** Any District employee or applicant for employment with information that may be considered gross mismanagement, a significant waste of funds, an abuse of authority, and/or substantial and specific danger to public health or safety should file with the General Manager or District human resources staff a written statement of facts within sixty calendar days of the act or event. If the complaint involves conduct of the General Manager, the statement may be directed to the President of the District Board of Directors. This filing shall be under penalty of perjury. The statement must include: the name, classification, and signature of the employee; his/her mailing address; the date of filing; and a clear statement of the facts of the complaint and the date upon which the event occurred giving rise to the complaint.

- 2.5.2 District Investigation:** Within twenty-one calendar days of receipt of the written statement of facts, the General Manager, or Board President if the complaint is about the conduct of the General Manager, will investigate the complaint, may confer with the complainant, determine appropriate action to solve the problem, if any, and will render a decision in writing. If the complainant is dissatisfied with the decision, an appeal may be filed with the Board of Directors within seven calendar days of the date of the written decision of the General Manager or Board President. The Board of Directors will conduct a hearing on the complaint, and its decision will be final.
- 2.5.3 Confidentiality:** Nothing contained in this policy will be deemed to make any record public if the record is preempted from disclosure by Government Code Section 6254, or to require a public hearing or meeting that could otherwise be conducted as a closed session pursuant to Government Code Section 54956.
- 2.5.4 No Reprisals:** The General Manager or President of the Board will make every reasonable effort to assure that any person who files a complaint pursuant to this policy is not subject to reprisals denominated in Government Code Section 53928.

## 2.6 Safe Work Practices and Non-Violent Workplace

- 2.6.1 Safe Work Practices:** The District is committed to providing a safe work environment. Employees are expected to obey safety rules and follow safe work practices including use of ergonomic and other safety equipment.
- 2.6.2 Report of Unsafe Conditions:** Employees are expected to report any unsafe conditions or workplace hazards to their supervisor. Supervisors and managers will take all appropriate steps to identify, evaluate, and mitigate unsafe conditions or workplace hazards and train employees on safe work practices.
- 2.6.3 Reporting Injuries:** Work-related injuries should be reported to the employee's supervisor immediately. The supervisor will notify the District's human resources representative as soon as possible. Appropriate medical attention will be obtained if required through the employee's medical provider if previously designated. Worker's compensation insurance forms will be provided and shall be completed pursuant to policy 4.1.8 below.
- 2.6.4 Non Violent Workplace:** ~~See Marin Transit Workplace Violence Prevention Plan (AD-07). Acts of violence, whether threatened, gestured, or carried out will not be tolerated in the workplace. Anyone witnessing or becoming the subject of such behavior will immediately report it to their supervisor who will notify the District's human resources representative as soon as possible. Minimizing the threat of violence is a duty of all employees. Retaliation or the threat of retaliation against a person who reports such an incident is unlawful and will not be tolerated.~~
- 2.6.4.a Possession of Inappropriate Items in the Workplace:** ~~Employees will not possess any of the following at work or in any work facility including parking lots: Any firearm, explosive, fixed~~

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~~blade knife, folding knife with a blade over 3.5 inches, or any illegal weapon defined in Section 12020 of the California Penal Code.~~

~~**2.6.4.b Employee Procedure for Imminent or Actual Violent Act:** An employee who is in immediate apparent danger of a violent act, or another employee who witnesses a violent act or the threat of a violent act shall get in a safe location, inform a supervisor of the circumstances, and may call 911 and request the immediate response of a police officer. Employees are required to cooperate fully in any administrative or criminal investigation conducted of the circumstances.~~

~~**2.6.4.c Supervisor and Manager Responsibilities:** A supervisor who is informed of a violent act or the threat of a violent act at the workplace will, whenever possible, ensure the immediate safety of employees, call 911, and notify a District human resources representative. If feasible, the supervisor will have the involved individuals wait in separate rooms or locations until law enforcement or other appropriate authority arrives.~~

**2.6.5 Procedure for Concern of Future Violence:** Employees who have reason to believe they or another employee may be victimized by a violent act at the workplace sometime in the future must inform their supervisor so appropriate action may be taken. If an employee has signed and filed a restraining order against an individual who would be in violation of the order by coming near them at work, he or she shall immediately supply a copy of the signed order to their supervisor. The supervisor will provide the order to a District human resources representative. Appropriate District precautionary action will be developed in consultation with the employee.

## SECTION 3 RECRUITMENT AND SELECTION

### 3.1 Merit Service

The general policy of the District is to ensure the recruitment, selection, and hiring of regular employees in an open, competitive, and objective manner, and in a fully documented and timely fashion. The General Manager may establish exceptions to the competitive recruitment process under certain circumstances, including for temporary, emergency, or at will positions.

### 3.2 Recruitment and Application Process

- 3.2.1 Recruitment:** The District may utilize any legitimate recruitment procedure for attracting qualified applicants for vacant positions. Recruitments may be open or may be limited to only District employees, depending on the District's needs. The General Manager may make appointments without going through a recruitment process when determined in the best interests of the District and consistent with a Merit System. All employees must meet the minimum employment standards for the classification to which appointed.
- 3.2.2 Announcement and Recruitment Period:** The announcement of a vacant position may be publicized as appropriate, either within the District or to the public. Announced recruitments will be conducted in accordance with appropriate and valid equal employment opportunity guidelines. Recruitment may be conducted for a limited time period or may be continuous until the position is filled.
- 3.2.3 Application Materials:** Unless otherwise announced, application for employment must be made on a Marin Transit Employment Application Form provided by the District. Information required will include education, experience, and other pertinent information that will help the District determine whether the applicant meets the minimum qualifications to successfully perform the essential job duties. Application materials may include reference and background checking, as well as written answers to supplemental questions. Materials must be signed by the applicant certifying that all statements contained therein are true and correct. All application materials become the property of the District. Final adjudication as to qualifications for a position rest with the General Manager in consultation with a District human resources representative.
- 3.2.4 Disqualification:** The District may disqualify any applicant for any legitimate reason. An applicant has no right to appeal any such actions. The following are examples of reasons that may result in disqualification:
- a. The application is incomplete or improperly completed.
  - b. The application indicates on its face that the applicant does not possess the minimum qualifications for the position.

- c. The applicant is unable to perform the essential functions of the position with or without reasonable accommodation.
- d. The applicant is currently using illegal drugs.
- e. The applicant has been convicted of a crime that may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying.
- f. The applicant is not legally permitted to work within the United States.
- g. The applicant has made false statement of any material fact or has engaged in deception or fraud in making the application.
- h. The applicant is related by blood, marriage, domestic partnership, or marital type relationship to anyone in a direct supervisory hierarchy of the position applied for.
- i. Any material cause that would render the applicant unsuitable for the position, including a prior resignation or termination from the District, or a significant disciplinary action.

### 3.3 Selection

**3.3.1 Initial Selection Methods:** Any legitimate objective method to determine the relative capabilities of the applicants to perform the duties of the classification may be utilized. These include, but are not limited to, written tests, oral interviews, panel interviews, practical tests, and other assessment tools. The District may conduct the process itself or contract with any qualified organization or individual to prepare and/or administer selection processes. Specific results, scores, or strengths and weaknesses identified during the selection process will not be released except by the sole discretion of the General Manager.

**3.3.2 Final Selection:** One or more applicants may be invited to be considered further in the process following the initial selection process. The General Manager or his/her designee as appointing authority will interview the candidates based on job-related questions or other means such as exercises that provide candidates an equal opportunity to describe and demonstrate their qualifications. The General Manager or his/her designee as appointing authority may select any one of the most qualified applicants to fill the vacant position. Selection of any of the candidates is not required.

### 3.4 Appointment

**3.4.1 Background and Reference Checking:** Prior to an offer of employment, applicants may be required to supply references and to submit to a thorough background check.



**3.4.2 Pre-Employment Physical and/or Psychological Exam May be Required:** Following the selection process, and background and reference checking, a candidate may be offered conditional employment subject to satisfactory completion of a pre-employment physical examination, if required for the position, at the District's expense. This examination will be to determine their ability to physically and mentally perform the essential functions of the position with or without reasonable accommodation.

**3.4.3 Conditional Offer of Employment:** A formal conditional offer of employment may be made by the General Manager or his/her designee. The offer letter will include:

- a. The title of the position.
- b. The salary and benefits offered.
- c. The start date and work hours.
- d. The office and to whom the employee is to report.
- e. A statement that the offer is conditional upon satisfactory completion of a pre-employment physical, if required, as well as submission of evidence that the candidate is legally entitled to work in the United States. Resignation from current employment should not be finalized until this process is successfully completed.
- f. Information about the Introductory Work Period.
- g. If relevant, notice that with the offered position with the Marin County Transit District is at will employment and can be terminated at any time with or without cause.

### 3.5 Introductory Work Period

Beginning on the first day of employment, all new regular employees are provided a 180 day Introductory Work Period which is considered the final step in the examination and selection process. Employment may be terminated at any time during this period with or without cause. Completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship, if applicable.

**3.5.1 Purpose:** During this period, the employee and the supervisor evaluate employment suitability in terms of skill, knowledge, performance, and compatibility. New employees are encouraged to ask questions, seek information, and learn the expectations of the position as well as the personal conduct and interpersonal relationships required to be effective in the role. Supervisors provide close direction and provide the job description, orientation to the District culture and policies, and set performance goals. The supervisor will educate the employee about competencies required for success in the position, provide feedback regarding progress, and assess whether the employee meets the expectations of the position.

**3.5.2 Completion:** If the supervisor determines the employee's performance and conduct meets expectations, he or she will complete an Introductory Work Period performance review which includes performance and conduct goals for the next six months and establishes the annual performance evaluation period.

### **3.6 Reemployment**

An employee who resigns under positive circumstances may be eligible for reemployment within 60 days of resignation. Reemployment will be at the sole discretion of the General Manager. Salary and seniority will be treated as if the employee had been on a leave of absence. No leave balances with the exception of sick leave will be reinstated, but the employee will retain years of service credit for future leave accruals.

## SECTION 4 EMPLOYMENT PRACTICES

### 4.1 Salary and Benefits Administration, and Classification Plan

**4.1.1 Salary Ranges:** A salary range is established by the Board of Directors for each classification by approval of an Employment Compensation Framework upon the recommendation of the General Manager. Salary ranges are recommended for the purpose of maintaining quality public service, and will take into account the responsibility and difficulty of the work, the compensation needed to recruit effectively in the labor market, and other pertinent factors.

**4.1.2 Placement within Salary Range:**

**4.1.2.a Salary upon Hire:** Initial placement within the salary range is determined by the General Manager based on the candidate's background and experience, the time expected to learn and fully meet job performance standards, and other business factors deemed relevant.

**4.1.2.b Salary Increases within Range:** Salary adjustments may be approved by the General Manager based on meeting of performance and conduct standards, the current level within the range, and other business factors deemed relevant. Salary within the range will be reviewed at least once per year following performance review. Salary may not be paid above the maximum of the range established by the Board of Directors.

**4.1.2.c Salary upon Promotion:** An employee promoted to a classification with a higher salary range will be placed within the higher salary range based on the same criteria as for initial hire above.

**4.1.2.d Salary upon Temporary Promotion:** Employees are expected to perform some duties of a higher classification from time to time without additional compensation as part of their training and development and to meet the operational needs of the District. This includes filling in for routine absences such as conference attendance, vacations, and leave due to illness. If an employee is temporarily assigned to the full duties of a higher classification due to prolonged absence of the incumbent, or a vacancy in the higher classification, temporary placement within the salary range of the higher classification will be made, as determined by the General Manager. Upon completion of the temporary assignment, the employee will be reassigned to his or her regular classification and salary.

**4.1.2.e Salary upon Demotion:** If an employee requests a voluntary demotion, or is demoted due to performance issues to a classification with a lower salary range, the employee will be placed within the salary range of the classification into which demoted as determined by the General Manager.

**4.1.2.f Salary upon Reclassification:** If an employee is reclassified to a classification with a higher salary range, the salary will be determined in the same manner as a promotion. If an employee is reclassified to a classification with a lower salary range, the employee will be placed within the salary range of the lower classification as close to the salary previously earned as possible without exceeding the salary for the new classification.

**4.1.3. Pay Schedules:**

**4.1.3.a Pay Periods and Payday:** The District payroll calendar consists of two pay periods monthly, the first from the 1<sup>st</sup> day to the 15<sup>th</sup> day of the month, and the second from the 16<sup>th</sup> day of the month to the end of the month. Corresponding payday occurs on the 22<sup>nd</sup> of the month and the 7<sup>th</sup> of the following month. If a normal payday falls on a weekend or holiday, the payday shifts to the next business day.

**4.1.3.b Timesheets:** Each employee must complete a timesheet and submit it to his or her supervisor no later than the last working day of the pay period. Timesheets are not final until approved by the supervisor.

**4.1.3.c Payroll Errors:** Any payroll error resulting in insufficient payment to an employee will be corrected and a supplemental check issued not later than five working days from the issuance of the first check or notice, whichever is later. If a payroll error results in overpayment to an employee, the District will collect the overpayment through payroll deduction or otherwise on a schedule determined by the District in consultation with the employee. Upon learning of overpayment or underpayment, an employee must immediately notify his or her supervisor.

**4.1.3.d Payment Upon Separation:** An employee leaving District employment will receive a final paycheck including earned salary, unused accrued vacation, and earned but unpaid overtime, on the payday for the pay period in which separation occurred, or within 72 hours of the effective date if the separation was for involuntary termination.

**4.1.4 Health Benefits:**

**4.1.4.a Eligibility:** Full time regular employees are eligible for full District contribution towards insurance and other benefits. A regular employee scheduled to work at least 90% of the basic workweek, or at least 36 hours per week, will be considered full time for benefit purposes. Regular part time employees are eligible to enroll in all health benefits if they work 20 hours or more per week. Employees working between 20 and 30 hours per week are eligible for one-half the District contribution towards medical insurance. Employees working between 30 and 36 hours per week are eligible for 75% of the District contribution towards medical insurance. Employees working 20 hours or more

are eligible for full District contribution to dental and vision insurance. Temporary employees are not eligible for benefits or District contribution.

**4.1.4.b Medical Insurance:** The District provides medical insurance plans through the County of Marin. Employees may select from among the plans offered for themselves and their families. The District contributes up to the following amounts towards monthly premiums:

Employee only and Employee +1 dependent:  
95% of employee +1 premium for base HMO plan (currently Kaiser Silver)

Employee + 2 or more dependents:  
95% of employee +2 premium for base HMO plan (currently Kaiser Silver)

A different amount may be approved by the Board of Directors through an Employment Compensation Framework recommended by the General Manager.

An employee may waive medical insurance coverage through the District upon presentation of proof of equivalent creditable group coverage elsewhere, such as through a spouse's group coverage. Employees approved to waive medical insurance coverage may receive an amount equal to the employee only premium for the base HMO plan (currently Kaiser Silver) per month in lieu of the contribution towards insurance, or an amount approved by the Board of Directors through an Employment Compensation Framework as described above.

**4.1.4.c Dental Insurance:** The District provides an employee dental insurance plan through the County of Marin. The District covers the premium for the dental insurance for employees and their eligible family members.

**4.1.4.d Vision Insurance:** The District provides an employee vision insurance plan through the County of Marin. The District covers the premium for the vision insurance for employees and their families.

**4.1.4.e Enrollment in Health Benefits:** Enrollment in medical, dental, and vision insurance is completed upon hire, and benefits begin the first of the following month. Open enrollment for medical insurance only is held annually, usually late in the calendar year. There is no annual open enrollment for dental or vision plans; newly acquired or newborn eligible dependents must be enrolled within 30 days of the date of hire or the qualifying event.

**4.1.5 Disability and Life Insurances:**

**4.1.5.a Short Term Disability (SDI):** Employees of the District participate in State of California short term disability insurance (SDI). The insurance provides partial wage replacement to employees unable to perform their regular and customary

work because of a non-industrial physical or mental illness or injury. Contributions are as established by State law.

**4.1.5.b Long Term Disability (LTD):** The District provides long term disability income coverage to replace a portion of lost income if a regular employee has an injury or illness and is unable to work. After a waiting period of 90 days, the LTD program provides 66.67% of basic monthly earnings to a maximum of \$3,000 per month for a period of time.

**4.1.5.c Basic Life Insurance:** Employees are covered with \$10,000 of basic life and \$10,000 of accidental death and dismemberment insurance at District cost. Supplemental insurance may be purchased by employees as available.

**4.1.6 Transit Commute Benefit:**

All District employees receive transit free of charge on any Marin Transit route. To encourage additional public transit usage, employees may receive a subsidy of up to the federal IRS Section 132a allowance per month towards public transit to work. Application for the subsidy must be made on the Transit Benefit Enrollment Form obtained from a District designated human resources representative.

**4.1.7 Retirement Benefits:**

**4.1.7.a Social Security:** The District and all its employees participate in Social Security. Premiums are as set forth by federal law for employees and the District.

**4.1.7.b Defined Contribution Retirement Plan:** All regular employees working a minimum of 20 hours per week become vested in a 401(a) defined contribution retirement account upon completion of one year of service. The 401(a) plan is offered through the District's retirement plan provider. Contributions toward the plan for each employee are made by the District according to the following schedule, based on normal base salary or wage rate (not including vacation pay out, overtime, insurance contributions, etc.), to the limit of pensionable compensation defined by California State law:

Years of employment with the District completed	Amount of District Contribution
0 through 2 years	10%
Over 2 years through 4 years	13%
Over 4 years	15%.

Percentage amounts are not vested and may be revised by the Board of Directors through an Employment Compensation Framework as recommended by the General Manager.

**4.1.7.c Deferred Compensation Plan:** Regular employees are eligible to participate in a deferred compensation plan (457 Plan) administered by the District's retirement plan provider. The 457 Plan enables employees to make voluntary contributions

of salary on a pre-tax basis [and/or post-tax basis](#) into the plan each pay period up to an annual contribution limit established by federal law.

- 4.1.7.d Education and Options:** Employees may access education workshops, participant-directed accounts, optional automatic asset rebalancing features, web-based secure communication, and the services of a local retirement specialist through the District's retirement plan provider for help in managing their 401(a) and 457 retirement plans.

**4.1.8 Worker's Compensation Insurance Benefit:**

All employees are entitled to worker's compensation insurance benefits if injured or made ill arising out of or in the course of work. Employees are eligible to receive workers' compensation insurance benefits if the claim is declared compensable under the California workers' compensation laws. Payment of job-incurred disability leave will be at the amount as set forth under State law.

- 4.1.8.a Procedures and Responsibilities:** In the event of a work-related injury, the General Manager or his/her designee will provide the employee an "Employee's Claim for Worker's Compensation Benefit and Notice of Potential Eligibility for Benefits" form within one working day of learning of a work-related injury. The District will complete the "Employer's Report of Occupational Injury or Illness" form within five working days of learning of the employee's injury and send the form to the District's worker's compensation insurance carrier.
- 4.1.8.b Obtaining Forms:** Forms required to be submitted will be obtained from a District-designated human resources Representative.
- 4.1.8.c Notice of Coverage:** Employees will be provided notice of their worker's compensation benefit coverage during their first month of employment, including the employee's right to designate his/her primary physician as their initial physician.
- 4.1.8.d Return to Work if Absent on Workers' Compensation Leave:** The District may require the employee to provide medical certification that he or she is physically able to perform the duties of the position with or without reasonable accommodation in order to return to work following job-incurred disability leave.

**4.1.9 Classification Plan:**

A classification plan for positions in the District will be maintained and will serve as the foundation for examination and selection, compensation, training, promotion, demotion, reduction in force, re-employment, and other related decisions. Classifications will be designed as broadly as possible to retain flexibility in assignment and provide the fewest classifications necessary. Several positions may be allocated to one classification.

- 4.1.9.a Classification Specifications:** Written classification specifications will be developed and maintained and all positions will be allocated to a classification based on similarity of duties, responsibilities, and employment standards. Initial class specifications and significant changes that could impact compensation will be recommended by the General Manager for approval by the Board of Directors.
- 4.1.9.b Content of Classification Specifications:** The classification specification will include the classification title, general level of responsibility and authority, essential and typical duties and responsibilities, working conditions, and the minimum employment standards required for success in the position. Employment standards include knowledge and skill, education, licensure, related experience and background, and the physical and mental abilities required to perform the essential functions.
- 4.1.9.c Modifications to Classification Specifications:** Class specifications will be modified or updated as needed to accurately reflect and identify the position and its standards of employment. There is no change in the compensation level required with a title or specification change.
- 4.1.9.d Class Specifications not Restrictive:** Class specifications will not be construed as a declaration of all duties and responsibilities, as a statement that the duties and responsibilities will not be changed, or that the temporary assignments of other duties and responsibilities may not be made. The District maintains the right to assign, direct and control the work of employees and class specifications in no way interfere with this right.
- 4.1.9.e Reclassification:** In the event that a job has significantly changed in duties and responsibilities over time such that the classification specification no longer describes the position, a position reclassification may be recommended by the appointing authority and approved by the Board of Directors.

**4.1.10 Reduction in Force:**

In the event it becomes necessary to modify workforce staffing levels due to lack of work or funds, layoff decisions will be made based on position and at the sole discretion of the General Manager taking into account agency priorities, funding availability, and/or work responsibilities.

**4.2 Work Hours, Work Schedules, and Overtime Practices**

- 4.2.1 Workweek:** The basic workweek for full time employees will be 40 hours per week, in a 7 day period. The workweek will begin at 12:01 a.m. each Monday and end at 12:00 midnight the following Sunday.
- 4.2.2 Work Schedule:** Employees designated as management and professional employees shall work any and all hours necessary to perform their assigned duties, without overtime. Otherwise, typically, the regular full time work schedule will be 8 hours per day, 5 days per week and may



include weekends and holidays. Employees working fewer than 40 hours per week will be considered part-time employees except those employees regularly working 36 – 39 hours per week are considered full time for health benefit purposes. The District will establish and may modify regular work schedules for its employees.

**4.2.3 Rest Periods:** Unless otherwise established by the General Manager for a particular employee, employees in a non-exempt classification will have a 15 minute rest period in each four hour work period. Rest periods may not be combined or used to shorten the workday.

**4.2.4 Meal Period:** Unless otherwise established by the General Manager for a particular employee, full-time employees in a non-exempt classification will receive a one half or one hour meal period daily that is not compensable. During the meal period, the employee will be relieved of duties. If the employee is authorized in advance and performs work during the meal period, the employee will be compensated for the time worked. Unless authorized in advance, meal periods may not be used to shorten the workday.

**4.2.5 Overtime Practices:** The District complies with the Fair Labor Standards Act (FLSA) in all its pay practices, and overtime shall be defined and compensated for in accordance with the appropriate FLSA designation of the classification of the employee.

**4.2.5.a FLSA Exempt:** Those employees who work in professional, executive, or administrative capacities are designated as exempt employees. Their hours of work are those required to accomplish the work, and they are not entitled to overtime compensation.

**4.2.5.b Overtime Required:** Non-exempt employees may be required to work overtime. Overtime is defined as assigned work over [eight \(8\) hours per day and over](#) 40 hours worked in a workweek. Overtime will be compensated at the rate of 1 ½ time the employee's regular rate of pay. Except when necessary to address an emergency or special circumstances, employees may not work outside of regularly scheduled working hours or during unpaid meal periods without prior authorization. In such an event, employees shall report overtime work as soon as possible after the work is performed.

**4.2.5.c Compensatory Time:** The General Manager may at his/her discretion approve overtime compensation for non-exempt employees in the form of compensatory time off at the rate of time and one-half. An employee may accrue up to 40 hours of compensatory time. Compensatory time not used within the fiscal year in which it was accrued may be paid off at the discretion of the General Manager.

**4.2.6 Alternative or Flexible Work Schedules:** The General Manager may establish alternative work schedules or flexible work schedules provided the work schedule is beneficial to the District. All leaves will continue to accrue and be compensated at the rate of 8 hours per day for a full-time employee regardless of an alternative or flexible work schedule.

### 4.3 Performance Planning and Review

**4.3.1 Purpose:** The purposes of the performance planning and review process are to:

- align employee work performance and behaviors with District goals,
- prioritize key work and behavioral expectations for the period,
- identify and record accomplishments and contributions,
- determine need and plan for training or development activities that would improve performance or help prepare employee for advancement; and
- provide work performance feedback.

The process provides the framework for employees and their supervisors to engage in an ongoing and constructive conversation about the employee's role and impact in achieving organizational goals. The process also includes training and development goals and plans that will improve or enhance the knowledge, skills, and abilities of the employee.

**4.3.2 Timing:** Planning and evaluation will occur at least annually on a schedule determined by the District. Performance planning occurs at the beginning of the annual period. Following evaluation discussions at the conclusion of the annual period, written forms will generally be completed within thirty days. Once the review is completed, performance planning for the new annual period will be conducted.

**4.3.2 Performance Planning:** At the beginning of the annual evaluation period, the supervisor and employee will meet to clarify the purpose of the job, set expectations for the year for work behaviors, determine outcomes and planned accomplishments, and discuss how these will contribute to the achievement of District goals. Developmental goals to further the employee's success in the job will also be set. District performance planning forms will be used for preparing for and documenting the discussion.

**4.3.3 Ongoing Review:** Feedback throughout the year, whether about positive behavior and good performance or about behaviors or performance that requires improvement, will be provided. This includes when unplanned assignments arise, coaching is needed, and projects are completed, and/or during regularly scheduled meetings between the supervisor and employee. Employees are encouraged to request guidance and feedback to assist them in achieving the highest performance and demonstrating appropriate workplace behavior.

**4.3.4 Annual Review:** A performance review will be conducted at the end of the annual work period based on the performance plan and feedback throughout the year. The appraisal will be recorded in a written performance review on an approved District form. The written review will provide documentation of work achievements, accomplishments, and contributions, as well as work behaviors that contributed to organizational effectiveness. The review will include, if needed, documentation of performance deficiencies that need improvement and a plan for improvement.

**4.3.5 Performance Improvement Plan:** If a plan is developed and provided to improve performance or work behaviors, such plan is part of the annual review and is not considered disciplinary action.

**4.3.6 Employee Response to Annual Review:** The employee's signature on the written performance review indicates receipt. The employee may prepare and submit a written response to his or her supervisor, if desired, within five workdays of signing the evaluation. There is no further means of challenging or appealing a performance evaluation.

**4.3.7 Record of Written Review:** The completed written annual performance review will be forwarded to District management and then filed in the employee's official personnel file. If the employee files a written response, it will be forwarded along with the evaluation and then placed with the written review in the employee's official personnel file.

## 4.4 Employee Discipline

**4.4.1 Employee Discipline Policy:** Employment in the Marin County Transit District requires appropriate and disciplined behavior and competent service including compliance with all District policies and procedures. Regular employees shall only be disciplined for cause, and in accordance with these Personnel Policies and Procedures.

**4.4.2 Types of Disciplinary Actions:** The General Manager or his/her designated management employee may invoke disciplinary action for a violation of a policy or practice and may impose any of the following types of disciplinary action: oral warning, written warning, suspension without pay, reduction in compensation, demotion, or dismissal.

- **Oral Warning:** A formal discussion with an employee, usually by the employee's immediate supervisor, about performance or conduct problems, the need for the employee to improve, what specific improvement is expected, and the further consequences if improvement is not made.
- **Written Warning:** A formal written notice to an employee, usually by the employee's immediate supervisor, regarding performance or conduct problems, the need for the employee to improve, what specific improvement is expected, a statement of any prior disciplinary action, and the further consequences if improvement is not made.
- **Suspension:** Removal of an employee from duty without pay for a specific period of time. Written notification will be provided, including the issue and policy violation and proposed discipline, and the employee will have the opportunity to respond. The employee may respond to the proposed discipline either verbally or in writing within ten working days from the date of the notification. The employee may have a representative present if the employee desires to respond verbally. For suspension of six days or longer, the employee may file an appeal pursuant to Section 4.4.6 in lieu of filing a response.

- **Reduction in Compensation:** A reduction in pay from the employee's current pay to a lower pay within the salary range for the employee's classification. Written notification will be provided, including the issue and policy violation and proposed discipline, and the employee will have the opportunity to respond. The employee may respond to the proposed discipline either verbally or in writing within ten working days from the date of the notification. The employee may have a representative present if the employee desires to respond verbally. In lieu of filing a response, the employee may file an appeal pursuant to Section 4.4.6.
- **Demotion:** A reduction from the employee's current classification to a classification with a lower salary range and lesser duties and responsibilities. Written notification will be provided, including the issue and policy violation and proposed discipline, and the employee will have the opportunity to respond. The employee may respond to the proposed discipline either verbally or in writing within ten working days from the date of the notification. The employee may have a representative present if the employee desires to respond verbally. In lieu of filing a response, the employee may file an appeal pursuant to Section 4.4.6.
- **Dismissal:** Separation from employment of an employee by written notification will be provided, including the issue and policy violation and proposed discipline, and the employee will have the opportunity to respond. The employee may respond to the proposed discipline either verbally or in writing within ten working days from the date of the notification. The employee may have a representative present if the employee desires to respond verbally. In lieu of filing a response, the employee may file an appeal pursuant to Section 4.4.6.

**4.4.3 Grounds for Disciplinary Action:** Causes that will be deemed sufficient for disciplinary action may include, but are not limited to:

- a. Misstatements or omission of fact in completion of the employment application.
- b. Furnishing knowingly false information in the course of the employee's duties and responsibilities; dishonesty.
- c. Inability to comply with the minimum standards of performance.
- d. Inefficiency, carelessness, or negligence in the performance of duties.
- e. Violation of any of the provisions of these Personnel Policies and Procedures.
- f. Disobedience to proper authority, refusal or failure to perform assigned work, comply with a lawful order, or accept an assignment from an authorized supervisor; insubordination.
- g. Conviction of a felony or misdemeanor involving moral turpitude, or a violation of a federal, state, or local law that negatively impacts the employee's ability to perform his or her job or brings discredit to the District.
- h. Unauthorized absence without leave, failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, or any other unauthorized absence from work.

- i. Theft of or willful damage to District equipment, supplies, or property.
- j. Discourteous, offensive, or abusive treatment of the public or other employees.
- k. Being under the influence of an intoxicating beverage or non-prescription drug or prescription drug not authorized by the employee's physician while on duty or on work property.
- l. Failure to obtain and/or maintain minimum qualifications for a position, including licenses or certificates.
- m. Engaging in outside employment that conflicts with an employee's responsibilities or without proper authorization.
- n. Acceptance, from any source, of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
- o. Political activity while on duty, during working hours, or in District uniform or representing oneself as a District employee.
- p. Tampering in any way with a District recruitment or examination process or attempting to influence any applicant for employment.
- q. Any other conduct deemed of sufficient gravity as determined by the General Manager.

**4.4.4 Employee Review:** When requested, employees will be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based.

**4.4.5 Immediate Action:** The General Manager may place an employee on immediate suspension or administrative leave with or without pay pending an investigation in order to determine if disciplinary action is to be taken.

**4.4.6 Right of Appeal:** Regular employees have the right to appeal a disciplinary action except in those instances where the right of appeal is specifically prohibited by these policies and procedures, and for those designated as at-will employees. Employees may, within seven days after receiving the written disciplinary action, file a written appeal with the District's Personnel Commission, which shall be made up of the District's Board of Directors. Within 20 days from the filing of the appeal the Personnel Commission will hold a hearing and either affirm, modify, or revoke the disciplinary action. The appellant may appear personally, produce evidence, and have counsel and a public hearing. The findings and decision of the Personnel Commission will be transmitted to the General Manager for enforcement.

**4.4.7 Discipline of an Exempt Employee:** Pursuant to the Fair Labor Standards Act, with the exception of a violation of a major safety rule or standard of conduct, exempt employees will not be suspended for less than a full work week, nor be temporarily demoted, nor temporarily have their pay reduced.

## 4.5 Leaves of Absence

**4.5.1 General Leave Provisions:** Employees are expected to be at work at their scheduled times. To ensure accountability and the integrity of public service, all employees are expected to account for their absences from work. Leave time is chargeable in increments of ¼ hour.

**4.5.1.a Leave Approval:** Leaves are subject to approval by the supervisor or manager and scheduled in advance whenever possible and with due regard for service needs.

**4.5.1.b Leave Accounting:** The District may employ any reasonable measure to ensure employees are properly accounting for leaves, including requiring reasonable proof that the basis for leave is legitimate. Employees may be required to submit a medical certification of sickness supporting a request for sick leave. The District may require a fitness-for-duty certification from any employee returning from medical leave.

**4.5.1.c Leave Accruals:** Leave benefits accrue to regular employees based on hours in paid status. No leaves will accrue when an employee is on an unpaid leave. All leaves are accrued and paid based on an 8 hour day maximum. Regular part time employees accrue leaves on a pro-rata basis.

**4.5.2 Types of Leave:** The Marin County Transit District provides the following types of leave - administrative leave, bereavement leave, holidays, jury duty, leave of absence without pay, military leave (including military family leave), pregnancy disability leave and parental leave, sick leave, school leave, vacation, and voting leave. The District also provides accommodation for lactating mothers, and family and medical leave.

**4.5.3 Administrative Leave:** A paid administrative leave benefit is provided annually on July 1. Two days (16 hours) are provided to all employees; an additional three days (24 hours) are provided to employees designated by the Board of Directors as management employees. Administrative leave does not accrue from year to year and, if not used, is forfeited. Other administrative leave, paid or unpaid, may be granted by the General Manager, as appropriate, to address administrative issues.

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

**4.5.5 Holidays:** Regular employees are granted the following holidays with pay, provided they are on paid status the day before and the day after the holiday:

- New Year's Day (January 1<sup>st</sup>)
- Martin Luther King Jr. Day (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19<sup>th</sup>)
- Independence Day (July 4<sup>th</sup>)
- Labor Day (first Monday in September)
- Veteran's Day (as designated)
- Thanksgiving Day (as designated)
- Friday immediately following Thanksgiving day
- ½ day on Christmas Eve
- Christmas Day (December 25<sup>th</sup>)

**4.5.5.a Weekend Holidays:** If a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday will be deemed the holiday unless otherwise specified by the General Manager.

**4.5.6 Jury Duty:** An employee who is summoned and required to serve as a trial juror is entitled to be absent from the District as needed to provide such service. Regular employees will be paid their regular salary and will either waive or remit to the District all jury fees except those specifically allocated for mileage and expenses.

**4.5.6.a Notification of Jury Summons:** Any employee summoned for jury duty must immediately notify his or her supervisor.

**4.5.6.b Jury Duty Schedule:** Employees must notify their supervisor daily regarding jury duty hours. Where courts have call-in procedures to determine days and hours of service, employees must take advantage of these procedures. If an employee is told by the court not to report, is dismissed, or is told to call in the next day, the employee must report to work.

**4.5.6.c Witness Leave:** An employee subpoenaed to appear in court in a matter unrelated to his/her official capacity, or who is appearing in court in a matter initiated by the employee, shall be permitted time off without pay or use of

accrued vacation or administrative leave time but will not be granted jury duty pay.

- 4.5.7 Leave of Absence Without Pay:** The General Manager may grant a request for unpaid leave of absence for up to three months to a regular employee upon a written request setting forth the reason for the request. The General Manager may, at his/her sole discretion, grant or deny a request and may require all applicable paid leaves be exhausted prior to commencement of an unpaid leave. Failure of an employee on leave to report to work promptly at the leave's expiration without request and approval for an extension, in writing, shall constitute voluntary resignation by the employee.
- 4.5.8 Military Leave:** The District grants military leave consistent with the provisions of state and federal law.
- 4.5.8.a** Any employee who is a member of the reserve corps of the Armed Forces of the United States, the National Guard, or the Naval Militia is entitled to temporary military leave of absence while engaged in ordered military duty, providing that the period of ordered duty does not exceed 180 calendar days, including time to and from that duty.
- 4.5.8.b Salary and Retirement:** If such employee has been employed by the District for not less than one full year, whether on temporary or active duty, he or she will receive full salary for the first 30 calendar days of such absence in any fiscal year. As required by law, leave accruals and other seniority-related benefits will continue during paid military leave and contributions as appropriate will be made under the District's retirement plan.
- 4.5.8.c Health Insurance:** Employees on military leave have the option to continue health, dental, and vision insurance as follows - If the leave is less than 31 days, the District will pay its share and the employee his/her share of the insurance premiums. If the leave is greater than 31 days, the employee must pay 102% of the full cost of the premiums.
- 4.5.8.d Reinstatement:** Employees will be granted reinstatement to their former position upon the termination of temporary military duty, subject to the provisions of the law.
- 4.5.9 Pregnancy Disability Leave:** Any female employee who is physically unable to work because of pregnancy, childbirth, or a related medical condition, is entitled to up to four months of pregnancy disability leave. The leave may be used at one time or on an as-needed basis. The employee is designated to be on Family Medical Leave upon the commencement of Pregnancy Disability Leave.
- 4.5.9.a Basis of Leave:** Pregnancy Disability Leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Time needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from child birth, are all conditions covered by this leave.



**4.5.9.b Notice of Need for Leave and Return from Leave:** If possible, an employee must provide the District at least 30 days' advanced notice of the date for which the Pregnancy Disability Leave is sought. If 30 days' notice is not possible due to a change in circumstances or a medical emergency, notice must be given as soon as is practical. If a woman is able to return earlier than agreed, she will be reinstated within two business days of notice provided to the District.

**4.5.9.c Use of Paid Leave Benefits:** Pregnancy Disability Leave is unpaid. However, employees must use accrued sick leave prior to commencing unpaid leave. Employees may also use accrued vacation or administrative leave during Pregnancy Disability Leave.

**4.5.9.d Reasonable Accommodation if Requested:** An employee may request reasonable accommodation upon written advice from her doctor, and the accommodation will be provided if possible, including transfer to a less strenuous or hazardous position for the duration of the pregnancy.

**4.5.9.e Parental Leave:** After the employee's pregnancy disability ends, she may be eligible for parental leave to care for and bond with the newborn, pursuant to the California Family Rights Act (CFRA) as outlined in the Family and Medical Leave policy at the end of this section.

**4.5.10<sup>1</sup> Sick Leave:** Sick leave is leave from work, with pay, which may be granted to an employee because of bona fide illness or injury to the employee, to a family member or domestic partner, or for medical appointments to the extent such appointment(s) cannot be scheduled outside the work day.

**4.5.10.a Eligibility for Sick Leave:** Regular employees are entitled to earn sick leave. Regular part-time employees and temporary earn sick leave on a pro-rata basis.

**4.5.10.b Accrual of Sick Leave:** 12 days (96 hours) accrue annually in the first two years of employment (pro-rata rate of .0462 hours per hour worked). At the beginning of the third year of employment, and every year thereafter, nine days (72 hours) accrue (pro-rata rate of .0346 hours per hour worked). Unused sick leave may accrue without limit. An employee does not receive payment of unused accumulated sick leave upon separation from employment or retirement.

**4.5.10.c Employee Sick Leave Use:** When an employee is unable to come to work because of bona fide injury or illness, he or she may use sick leave up to the total number of hours accumulated. The employee may be required to submit a physician's certificate or other evidence of illness or injury and/or fitness to return to work. [Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault or stalking](#)

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<sup>1</sup> Revised 7/1/2015

**4.5.10.d Sick Leave Use for Family:** Employees are entitled to use up to one-half of the employee's annual sick leave accrual to attend to the illness of an immediate family member. "Family member" for purposes of this policy includes spouses, registered domestic partners, children (regardless of age), parents (including step-parents and parents-in-law), grandparents, grandchildren, siblings or a designated a spouse, domestic partner, parent, or child. Additional person. Additional sick leave may be authorized to be used on a case by case basis.

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**4.5.10.e Notification of Illness or Injury Preventing Work Attendance:** When an employee is unable to report for duty due to the employee's own illness or that of a designated family member, the employee must notify his/her supervisor as soon as possible, but no later than the beginning of the work period, to report the intended use of sick leave and the reason for the absence.

**4.5.10.f Sick Leave Use for Industrial Injury:** Employees are entitled to use sick leave to supplement Worker's Compensation temporary disability payments for a bona fide occupational injury.

**4.5.11 School Leave:** Pursuant to California Education Code Section 48900.1, if the teacher of an employee's child requests the parent's presence at school for a portion of a school day, the employee must give reasonable notice of such request to his or her supervisor. In such an event, the employee will be provided time off without pay, or may use existing vacation, administrative leave, or compensatory time.

**4.5.12 Vacation:** All regular employees are entitled to accrue vacation leave. Regular employees employed on a part-time basis accrue vacation leave on a pro-rata basis.

**4.5.12.a Vacation Leave Accrual:** Upon commencement of employment with the District, employees accrue vacation at the rate of 10 days (80 hours) per year. Upon commencement of the third consecutive year of employment, employees accrue vacation at the rate of 15 days (120 hours) per year. No vacation accrues during an unpaid leave of absence.

**4.5.12.b Vacation Leave Use:** Use of vacation leave requires a written request as far in advance as possible, and may be authorized up to the number of days accrued, subject to the maintenance of a minimum required workforce, peak workload coverage, and public service standards.

**4.5.12.c Limits in Accrual of Vacation Leave:** Employees are encouraged to request and use vacation for their wellbeing and recreation. Accrued vacation balances in excess of three times the annual accrual rate will be paid to the employee in lieu of vacation on the last pay period of the fiscal year.

**4.5.12.d Unused Vacation Upon Separation:** An employee who separates employment with the District, and has accrued unused vacation leave, will be paid for the remaining vacation leave with the final paycheck.

**4.5.13 Voting Leave:** If an employee is a registered voter and does not have sufficient time outside of working hours to vote in a statewide election, the employee may, without loss of pay, take time off with pay at the beginning or end of the workday in order to vote. In no event will this time be greater than two hours. The employee must provide at least two days' notice to his or her supervisor if he/she requires time off to vote.

**4.5.14 Lactation Accommodation:** Reasonable amount of break time will be provided to an employee desiring to express breast milk for her infant child. The break time will, if possible, run concurrently with break time already provided. If not, the break time will be unpaid unless other applicable paid leaves are available to the employee. The District will provide the use of a private location close to the employee's work area for this break, and will provide refrigeration, if possible, to store expressed milk.

**4.5.15 Family and Medical Leave:** Family and Medical Leave is provided pursuant to the Family and Medical Leave Act and the California Family Rights Act. It is a leave of absence taken for any of the following purposes:

- Newborn Children, Adoption, Foster Care – in order to care for and bond with a newborn son or daughter, or for placement of and bonding with an adopted or foster child of the employee;
- Covered Family Member's Serious Health Condition – in order to care for a spouse, domestic partner, child, or parent with a serious health condition;
- Employee's Own Serious Health Condition – because of a serious health condition that makes the employee unable to perform the functions of the employee's position;
- Military Qualifying Exigency Leave – necessary leave that arises from the employee's spouse, son, daughter, or parent being a covered military member on active duty or notified of an impending call or order to active duty;
- Military Caregiver Leave – leave for up to 26 workweeks in a single 12-month period to care for a spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness.

Family and Medical Leave is unpaid but runs concurrently with applicable paid leaves.

**4.5.15.a Eligibility for Family and Medical Leave:** In order to qualify, the employee must have been employed by the District for 12 months, and have actually worked at least 1,250 hours during the 12 month period immediately before the date when the leave begins.

**4.5.15.b Amount of Leave:** Eligible employees are entitled to up to a total of 12 work weeks of leave during a 12 month period, calculated as a rolling 12 month period measured backward from the date leave is taken and continuous with each additional leave day taken. For eligible part-time employees, the number

of working days that constitute 12 weeks is calculated on a pro-rata basis. The following exceptions apply, in addition to Military Caregiver Leave noted above:

- 4.5.15.b.1 Special Duration of Leave for Birth, Adoption, or Foster Placement:** If leave is requested for the birth, adoption, or foster care placement of a child of the employee, the leave must be concluded within the first year of the birth or placement. In addition, the minimum duration of such leave is two weeks except that an employee is entitled to leave for this purpose for at least one day but less than two weeks duration on up to two occasions. Finally, if both spouses or both domestic partners are employed by the District and eligible for leave, the aggregate number of work weeks of leave between the two is 12 weeks if leave is taken for the birth or placement for adoption or foster care.
- 4.5.15.b.2 Intermittent Leave for Serious Health Condition:** Provided medical certification is provided that such leave is medically necessary, leave may be provided on an intermittent basis (a few days or few hours at a time) or on a reduced work schedule to care for an immediate family member with a serious health condition or for medically required treatment for oneself.
- 4.5.15.c Concurrent Leaves:** Employee's accrued sick leave will be used to the extent applicable to a Family and Medical Leave. Unless otherwise authorized by the General Manager, other accrued leave must be used prior to the employee going on unpaid status. Therefore, all accrued paid leaves available to the employee will run concurrently with Family and Medical Leave. If an employee takes a leave of absence for any reason that is FMLA/CFRA qualifying, that leave is designated by the District as FMLA/CFRA leave.
- 4.5.15.d Benefits While on Leave:** While on Family and Medical Leave, whether on paid or unpaid status, employees will continue to be covered by health, dental, and vision insurance to the same extent that coverage is provided while the employee is on paid status.
- 4.5.15.e Definitions:**
- Child means a child under the age of 18 years of age, or older if incapable of self-care because of a mental or physical disability. The child must be one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child, or a child of a person standing as legal guardian.
  - Parent means the biological parent of an employee or an individual who stood in loco parentis to the employee when the employee was a child.
  - Spouse means a partner to whom the employee is legally married.

- Domestic Partner is defined under California Family Code section 297.
- Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves any of the following:
  - a. Inpatient care in the hospital, hospice, or residential medical care facility,
  - b. Continuing treatment by a health care provider for reasons of:
    1. a period of incapacity (inability to work or perform other regular daily activities due to serious health condition) for more than 3 consecutive days,
    2. a period of incapacity due to pregnancy or for prenatal care,
    3. treatment regimen for incapacity due to a serious health condition,
    4. permanent or long term incapacity due to a condition for which treatment may not be active but that is under the continuing supervision of a health care provider, or
    5. a period of absence to receive multiple treatments, including a period of recovery incapacity.
- Health Care Provider is as defined in the FMLA and includes a licensed doctor of medicine or osteopathy who directly treats or supervises treatment of a serious health condition; podiatrist, dentist, clinical psychologist, optometrist, or chiropractor; nurse practitioner, nurse midwife and clinical social worker; and Christian Science practitioner.

**4.5.15.f Application for Family and Medical Leave:** Employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. If the leave is for the serious health condition of the employee, the employee must provide medical certification including a statement that the employee is unable to work at all or is unable to perform the essential functions of the job. If intermittent leave is requested, the medical certification must state that such intermittent leave is medically necessary. If the leave is for a qualified family member, written certification must be provided from the health care provider of the individual requiring care.

## 4.6 Personnel Records and Files

**4.6.1 Official Personnel File:** The District will maintain an official personnel file for each of its employees. A personnel file will contain material that is necessary and relevant for the administration of human resources and the employee-employer relationship. The employee will have received or provided all information contained in the personnel file. Personnel files are the property of the District and access to the information they contain is restricted. Employee medical information will not be contained in the official personnel file.

**4.6.2 Confidential Personnel File:** The District will maintain a confidential personnel file for each of its employees separate from the official personnel file in which any individually identifiable information regarding an employee's medical history, mental or physical condition, or treatment

will be stored. This includes information obtained from pre-employment medical examinations, fitness for duty evaluations, workers compensation claims, verification of disability status, and drug and alcohol testing reports. Access to the information contained is restricted. Managers may only be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. The District will release medical information only with the employee's written authorization.

- 4.6.3 Inspection of Personnel Files:** Personnel files will be made available for inspection by employees within a reasonable time after an employee's request. Inspection will be conducted in the presence of a management employee or District designated human resources representative. Upon request, employees may obtain copies of the materials subject to inspection. The District may preclude inspection of certain information in accordance with law, such as background and other pre-employment information, and materials relating to confidential investigations.
- 4.6.4 Employee Data:** Employees must ensure that the District is apprised of their current address and personal phone numbers and that all legally required documentation is kept up to date and on file in their personnel file and employee records. Changes in marital status, birth, or death or any changes that affect benefits must also be communicated to the District within 30 days of the qualifying event.
- 4.6.5 Requests for References and Release of Information in Personnel Files:** All requests for verification of employment or for reference checks concerning any current or former employee will be granted only with the employee's written consent to release the information. No such consent is needed for release of the following limited information, however: job title, dates of employment, and salary upon departure or current salary range. Response to reference checks will be made only by the General Manager or his/her specific designee.
- 4.6.6 Supervisor's Working Folder:** In order to provide the highest quality feedback and to remember occurrences and situations relevant to job performance, supervisors are encouraged to maintain notes about employee performance throughout the year. This information, exclusively for the use of the supervisor in the performance of his or her responsibilities, is not available to be viewed by employees. The information will be maintained in a secure and confidential manner.

## 4.7 Grievance Procedure

- 4.7.1 Definition and Purpose:** A grievance is a dispute involving the interpretation, application, or alleged violation of a specific express term of these policies. The grievance procedure provides a systematic way in which an employee may obtain consideration of a grievance and ensures that every reasonable effort can be made to resolve problems as soon as possible.
- 4.7.2 Exclusions:** The following are excluded from the definition of a grievance: requests for changes in wages, hours, and working conditions; the content of performance reviews; reclassifications, layoffs, transfers, and denials of reinstatement; the selection and examination process; disciplinary actions or terminations.

**4.7.3 Informal Grievance:** Within five working days of the occurrence of the act causing the basis for the grievance, an employee will bring his or her grievance to the attention of the immediate supervisor for resolution. Presentation of an informal grievance is a prerequisite for proceeding further in this process.

**4.7.4 Formal Grievance:** If the employee believes the informal grievance has not been resolved, within 14 calendar days of the meeting he or she may initiate a formal grievance. The formal grievance must be submitted in writing to the General Manager. Failure to file within this time period shall constitute a waiver of the right to proceed. The formal grievance must contain the following information:

- Name and classification of the grievant.
- A clear statement of the nature of the grievance, including the date and location of the occurrence of the action giving rise to the grievance.
- The specific policy alleged to have been violated.
- The date upon which the informal discussion with the supervisor took place.
- The remedy requested.
- The date the formal grievance is being submitted.
- The signature of the grievant.
- The name of a representative if the grievant wishes to have a representative in the formal grievance process.

**4.7.5 Response to Formal Grievance:** Within three calendar weeks after a formal grievance is filed, the General Manager or his or her designee will investigate the grievance and provide a decision. If longer time is required, the General Manager will so inform the grievant within the three calendar weeks. At the General Manager's discretion an informal hearing or meeting involving one or both parties to the dispute may be conducted. The decision of the General Manager is binding.

**4.7.6 No Amendments:** There will be no amendments of a grievance from one step to the next without the approval in writing of both parties.

**4.7.7 No Retaliation:** Employees will not be penalized or retaliated against in any way for using the grievance procedure or for testifying as a witness in a grievance proceeding.

## 4.8 Reasonable Accommodation

**4.8.1 General:** The District is committed to the fair and equal employment of people with disabilities. The District will reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship on the District. In general, it is the responsibility of the person with a disability to notify the District that a reasonable accommodation is needed. The District will also provide reasonable accommodation to employees who are victims of domestic violence, sexual assault, or stalking to ensure their safety at work. The District will engage in a timely, good faith, interactive process with qualified employees requesting accommodation in order to determine appropriate and reasonable accommodation if possible.

**4.8.2 Process for Requesting Reasonable Accommodation for a Disability**

4.8.2.a An employee who believes he or she is a qualified individual with a disability and requires accommodation will submit a written request for reasonable accommodation to the District's human resources representative. The request must include the following information:

- Why he or she believes the protections of this policy apply, including whether it is a protected disability, there is a record of having a protected disability, or he/she is regarded as having a disability;
- Whether the accommodation is needed to perform the essential functions of the job or is needed so the individual can experience the same benefits and privileges as all other similarly situated employees;
- What accommodation is requested, if known; and
- The anticipated cost of the accommodation, if known.

The employee should be prepared to provide documentation of the disability.

4.8.2.b Once the possible need for reasonable accommodation arises, either by the employee's request or by the District's knowledge of the employee's disability, the General Manager or his/her designee will in a timely manner:

- Review the purpose and essential functions of the employee's job; and
- Meet with the employee to ascertain
  - a. the precise job-related limitations imposed by the disability and how those limitations would be overcome with a reasonable accommodation; and
  - b. identify the possible reasonable accommodations and assess the effectiveness of each in enabling the employee to perform the essential functions of the job; and
  - c. understand the preferences of the employee, and the reasons therefore.



Documentation of the disability and medical confirmation of the limitations may be required before a final decision can be made.

4.8.2.c Unless undue hardship is created for the District, the General Manager or his/her designee will select and implement the reasonable accommodation most appropriate for the District and in consideration of the employee's preferences and reasons therefore. Undue hardship may include undue cost, unavailable resources, substantial operational disruption, or the need to fundamentally alter the nature of the business.

4.8.2.d The employee will be notified in writing of the District's decision, and the duration of the accommodation, if made. If further discussion is desired, the employee may request a follow up meeting with the General Manager or designee.

**4.8.3 Process for Requesting Reasonable Accommodation for the Safety of a Victim of Domestic Violence, Sexual Assault, and/or Stalking**

4.8.3.a Once the District becomes aware of an employee's status as a victim of domestic violence, sexual assault, or stalking, and the employee requests a reasonable accommodation to ensure his or her safety at work, the General Manager or his or her designee will

- Meet with the employee to identify the nature of the threat to the employee and explore possible reasonable accommodations that might include, but are not limited to, installing a lock, changing the employee's work telephone and/or work station, or modifying the employee's work schedule; and
- Select and implement the reasonable accommodation most appropriate without undue hardship for the District to ensure the safety of the employee at work.

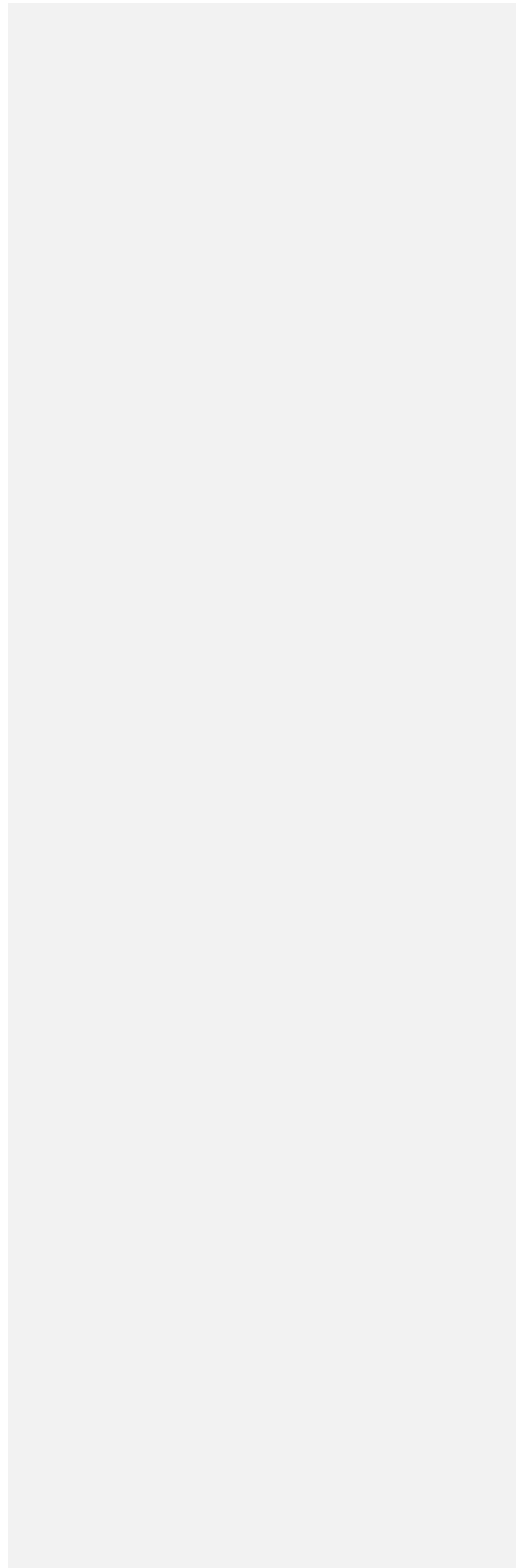
4.8.3.b The employee will be notified in writing of the District's decision, and the duration of the accommodation, if made. If further discussion is desired, the employee may request a follow up meeting with the General Manager or designee.

**4.8.4 Process for Requesting Reasonable Accommodation in the Hiring Process**

4.8.4.a A job applicant who requires accommodation in order to participate in the hiring process should submit an accommodation request with the employment application.

4.8.4.b The District's human resources representative will contact the applicant to discuss the needed accommodation and possible alternatives.

4.8.4.c If accommodation is reasonable and is approved, the human resources representative will take the necessary steps to see that the accommodation is provided.





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### Board of Directors

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Alternate  
Town of Corte Madera

September 9, 2024

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

**Subject: Resolution to Amend the Marin County Transit District Governmental 401(a) Plan**

Dear Board Members:

### **Recommendation**

Approve Resolution 2024-06 to amend the Marin County Transit District Governmental 401(a) Plan.

### **Summary**

The District offers two types of retirement plans. All eligible staff participate in the Governmental 401a defined contribution plan and have the option to defer compensation to the 457b Governmental Plan. Your board passed and adopted a restated Governmental 457b Plan at the August 5, 2024, board of directors meeting to comply with IRS regulations. The resolution for adoption before you today is to amend the Governmental 401a Plan's definition of "compensation" to exclude amounts paid after severance of employment. The following types of compensation are excluded from the definition of compensation:

1. All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits
2. Bonuses
3. Overtime payments
4. Payments for unused leave, such as unused sick leave, vacation, or other leave that is paid after severance of employment. Also, certain amounts paid pursuant to a nonqualified unfunded deferred compensation plan
5. Continuation payments to disabled Participants paid after severance of employment

This amendment brings both retirement plans into alignment with the definition of "compensation".

### **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 #2024-06: MCTD Governmental 401a Plan Amendment

RESOLUTION #2024-06

**ACTION BY THE BOARD OF DIRECTORS  
AMENDMENT OF QUALIFIED RETIREMENT 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 Governmental 401(a) Plan (“Plan”) since 10-16-2013 for the benefit of eligible employees; and

WHEREAS, the Employer has decided to amend the definition of Plan Compensation.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors has hereby approved the proposed amendment(s) to the Marin County Transit District Governmental 401(a) Plan and authorizes the Employer to adopt the amendment, to be effective on 10-1-2024;

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

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, if the Plan amendment modified the provisions of the Summary Plan Description, Plan participants will receive a Summary of Material Modifications summarizing the changes under the Plan amendment.

The undersigned hereby certifies that he/she is an Authorized Representative of the Employer and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors, and that said meeting was held in accordance with state law and the Bylaws of the above-named Employer.

IN WITNESS WHEREOF, I have executed my name below as an Authorized Representative of the Employer.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



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September 9, 2024

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

**Subject: Revised 2024 Marin County Transit District Board Meeting Calendar**

Dear Board Members:

**Recommendation**

Approve revised 2024 Marin County Transit District Board Meeting Calendar.

**Summary**

In February 2024 your Board adopted a revised 2024 Board meeting schedule where meetings would be held every other month in even numbered months plus the month of May. For all other odd numbered months, staff would post an information packet consisting of routine items for the Board and members of the public.

In June 2024, your Board adopted a revised 2024 Board meeting schedule with one meeting added on September 9, 2024, to accommodate an upcoming public hearing.

Staff propose to revise the 2024 adopted Board meeting schedule to add one meeting on November 12, 2024, as shown in Attachment A. The addition of the November meeting would provide an opportunity for approval of time sensitive contracts and the Regional Transfer Pilot.

**Fiscal/Staffing Impact**

None

Respectfully Submitted,

Kate Burt  
Administrative Assistant & Board Secretary

**Attachment A:** Revised 2024 Marin County Transit District Board Meeting Calendar



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## Marin County Transit District

### Board Meeting Dates for 2024

(Revised September 9, 2024)

Board meetings are typically at 9:30 AM on the first Monday of every other month. Meetings will be held in the Marin County Board of Supervisors' Chambers, Room 330. Alternate dates and times may be selected due to holidays and room availability. Schedule adjustments are shown in bold. Meetings held outside of the regular bimonthly schedule are underlined.

Date	Time	Location
<b><u>January 8</u></b>	9:30 AM – 11:30 AM	Zoom & Civic Center
February 5	9:30 AM – 11:30 AM	Zoom & Civic Center
<b><u>April 8</u></b>	9:30 AM – 11:30 AM	Zoom & Civic Center
<u>May 6</u>	9:30 AM – 11:30 AM	Zoom & Civic Center
June 3	9:30 AM – 11:30 AM	Zoom & Civic Center
August 5	9:30 AM – 11:30 AM	Zoom & Civic Center
<b><u>September 9</u></b>	9:30 AM – 11:30 AM	Zoom & Civic Center
October 7	9:30 AM – 11:30 AM	Zoom & Civic Center
<b><u>November 12</u></b>	9:30 AM – 11:30 AM	Zoom & Civic Center
December 2	9:30 AM – 11:30 AM	Zoom & Civic Center



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September 9, 2024

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

**Subject: Transit Priority in Marin County**

Dear Board Members:

### **Recommendation**

Discussion item.

### **Summary**

In September, staff will introduce your Board to the Transit Priority Corridor Project that is being led by Marin Transit which kicked off this summer. With this project, Marin Transit will make improvements to high ridership transit corridors in Marin County. The corridors are 4th Street and Lincoln Ave. in San Rafael, and South Novato Blvd. in Novato. Proposed improvements will include upgrades to bus stop amenities, enhancements to passenger information, and transit priority treatments to make transit service faster, more reliable, and more accessible to riders. <https://www.marintransit.org/projects/transit-priority-corridor-project>

Staff from the Metropolitan Transportation Commission (MTC) will co-present on regional transit priority efforts and give an overview of the suite of treatments that can be implemented to give buses more priority on our roadways to improve bus speed and reliability, thus increasing operating efficiency and ridership. <https://mtc.ca.gov/operations/transit-regional-network-management/transit-priority>

### **Background**

In July 2022, Marin Transit applied to the Transportation Authority of Marin's (TAM) Call for Projects for the One Bay Area Grant (OBAG) Cycle 3 for a Transit Corridor Improvement project. We received the funds and kicked off the planning phase of the project in summer 2024. Staff is being assisted by Kimley-Horn and Associates to complete the planning phase of the work.

In the meantime, as part of the Regional Network Management efforts, MTC has launched several efforts to support, fund, plan, and implement transit priority infrastructure that increases the speed and reliability of Bay Area buses and light rail trains. These efforts include a Regional Transit Priority Policy; the Bus Accelerated Infrastructure Delivery (BusAID) program, which funds delivery of





quick-build transit priority projects for “hotspot” locations for transit delay; design and delivery of transit priority treatments along highway and freeway corridors; and more.

## Discussion

### *Overview of Transit Priority Treatments*

Transit priority treatments include roadway design, operations, and traffic enforcement that can help transit vehicles avoid traffic congestion, reduce delays at signals, and move more predictably on all types of roads. These can include:

- **Transit Lanes:** lanes dedicated exclusively for transit vehicles, either full-time or during days/times with peak traffic congestion.
- **High Occupancy Vehicle (HOV) Lanes:** lanes dedicated to transit vehicles and other high-occupancy vehicles, either full-time or during days/times with peak traffic congestion.
- **Transit Signal Priority (TSP):** modified traffic signal timing so transit vehicles encounter a green light or reduced wait times at intersections with traffic lights/signals.
- **Queue Jump Lanes:** lanes exclusively for transit vehicles and HOVs to bypass traffic queues at intersection approaches or freeway on-ramps. Queue jump lanes are often paired with TSP.
- **Transit Stop Placement & Spacing:** locations for transit stops that minimize delay and optimize stop frequency (to balance convenient stop access with efficient operations). Examples of improved locations might be the far side of intersections with traffic lights, or the near side of intersections controlled by a stop sign.
- **Transit Stop Design:** designing stops to reduce delays to transit vehicles (such as using boarding islands or bus bulbs so buses do not have to pull in and out of the traffic lane during passenger loading/unloading).
- **Traffic/Parking Regulations & Enforcement:** regulations to speed transit travel (including turn restrictions for non-transit vehicles, tow-away zones and other curb management along transit routes), paired with automated or manual enforcement to ensure they are effective at achieving transit priority (such as on-bus cameras that can cite vehicles blocking transit-only lanes or bus zones).

### *Transit Priority Corridor Project in Marin County*

The Marin Transit project will evaluate, recommend, and advance two types of improvements in partnership with the Cities of San Rafael and Novato:

1. The team will design and construct improvements to high-ridership bus stops to improve ADA (Americans with Disabilities Act) accessibility, enhance amenities such as real-time information, and better integrate bus stops with street design, and
2. The team will design transit priority improvements.

Current funding is likely to cover planning for both aspects of the project – bus stops and transit priority treatments; the funding will likely cover design and construction for the bus stop improvements only



and possibly some small transit priority treatments. Marin Transit plans to apply for additional funding for design and construction of the more substantive transit priority improvements.

The project team will first identify which locations have the highest need for improvement – e.g. where transit delay is highest, where transit travel time is particularly variable leading to unreliable bus service for our riders, and/or where ridership is highest. The team will then evaluate improvements and recommend those that have the greatest benefit to bus performance and rider experience while balancing potential traffic or parking impacts. The project team will work closely with the cities to select the best improvements for the system as a whole. The types of improvements that will be considered include transit signal priority, queue jump lanes, bus bulbs, bus boarding islands, and part-time dedicated carpool/transit lanes to further enhance speed and reliability of the system.

Some of the OBAG funding has already been used to advance a transit signal priority project with San Rafael, including installing routers on our buses to communicate with the signals and give our buses more priority at about 30 intersections in downtown San Rafael.

### ***Regional Transit Network Management Efforts***

In close coordination with its agency partners, MTC is leading the development of a Regional Transit Priority Policy and coordinating with Caltrans staff on their statewide Director’s Transit Policy as well as the District 4 Bay Area Transit Plan. MTC also funds and supports delivery of transit priority projects through funding programs. One initiative is the Bus Accelerated Infrastructure Delivery (BusAID), which aims to reduce transit travel times and improve transit reliability through near-term, quick-build solutions to address problem “hotspot” locations identified by transit operators. Marin Transit submitted an application for BusAID Round 1 in early 2024 and the Lincoln corridor scored highly, but was not deemed sufficiently ready to receive funding. Staff will re-submit as part of another limited BusAID call for projects in September.

MTC also leads technical assistance programs like Innovative Deployments to Enhance Arterials with Transit Signal Priority (IDEA TSP), which supports developing conceptual Transit Priority Projects into shovel-ready projects that would be more competitive for capital implementation funding.

### **Fiscal/Staffing Impact**

None.

Respectfully Submitted,

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

Cathleen Sullivan  
Director of Planning

**Attachment A:** PowerPoint presentation on Transit Priority in Marin County



# Transit Priority

**OVERVIEW OF TRANSIT  
PRIORITY TREATMENTS**

**&**

**INTRODUCTION TO LOCAL AND  
REGIONAL TRANSIT PRIORITY  
PROJECTS**



September 9, 2024

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

# Agenda

- 01** Background
- 02** Overview of Transit Priority Treatments
- 03** Regional Transit Priority Efforts
- 04** Transit Priority in Marin County
- 05** Next Steps



# Overview of Transit Priority Treatments

# What is Transit Priority?

Transit priority treatments include roadway design, operations, and traffic enforcement that can help transit vehicles avoid traffic congestion, reduce delays at signals, and move more predictably on all types of roads.

Transit priority includes:




- ▶ Dedicated Lanes
- ▶ Transit Signal Priority (TSP)
- ▶ Queue Jump Lanes
- ▶ Stop Enhancements
- ▶ Stop Placement & Spacing
- ▶ Traffic & Parking Regulations




# Why Transit Priority?

- Eliminating transit delays reduces travel times for transit customers and improves transit reliability, making transit more attractive to ride
- Shorter travel times also lowers the operating cost for providing service


## EXAMPLE: Cost to Provide 30-Minute Bus Frequency, 6 AM – 8 PM, daily

One-way Travel Time	Buses Required	Annual Cost
74 minutes		\$5 million
66 minutes		\$4.5 million
60 minutes		\$4 million

*More efficient service means shorter travel time*



*Longer travel time increases operating cost*



*Assumes operating cost of \$200/hour per vehicle for example purposes only. Actual costs vary.*

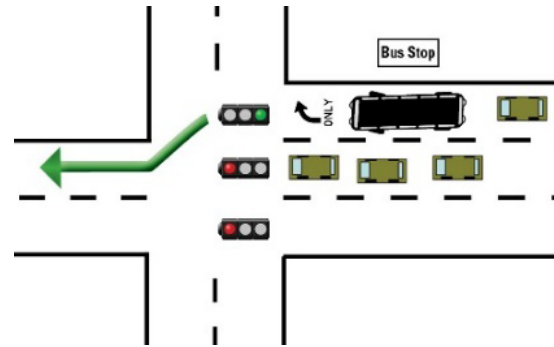


# Transit Priority Toolkit

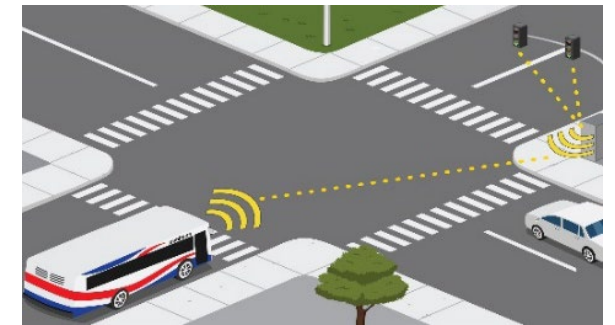
Near-term, low-cost and flexible tools can make transit trips faster and more reliable



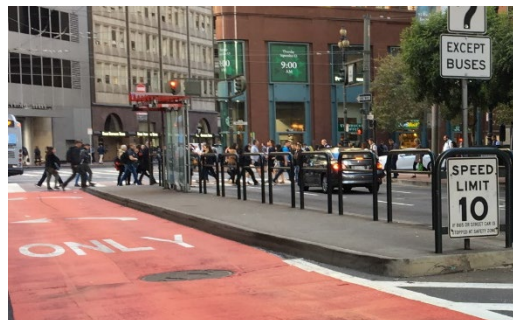
**Dedicated Lanes**



**Queue Jump Lanes**



**Transit Signal Priority**



**Stop Placement & Enhancements**



**Traffic & Parking Regulations**



# Dedicated Transit & HOV Lanes

- Designating lanes exclusively for transit or high-occupancy vehicles (HOVs) helps higher-capacity modes bypass congestion and have more predictable travel times.
- Can be part-time or full-time

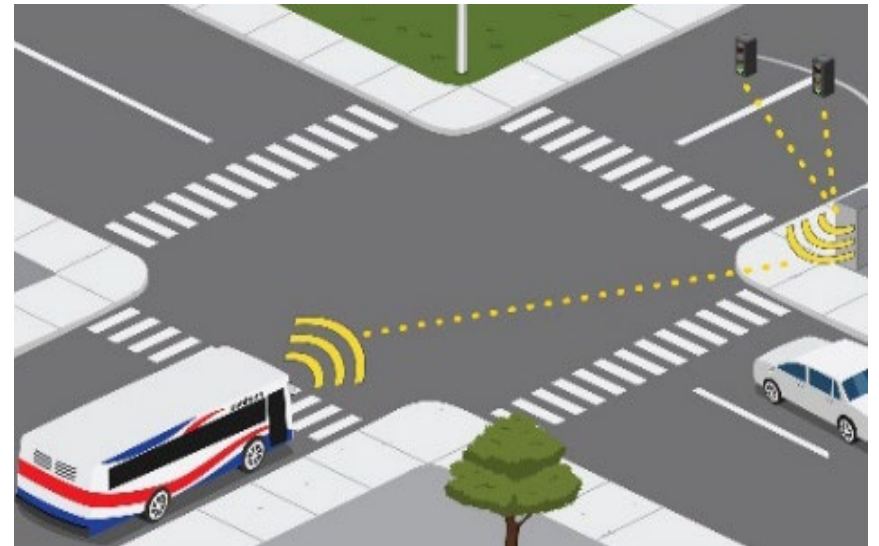


**Potential Time Savings:**  
Up to 10% (*SFMTA, 28 Park Presidio pilot, 2023*)

# Transit Signal Priority (TSP)

- Advanced technology can sense when a bus is approaching an intersection and give green lights to buses sooner
- Reduces red light delay and makes travel times more predictable

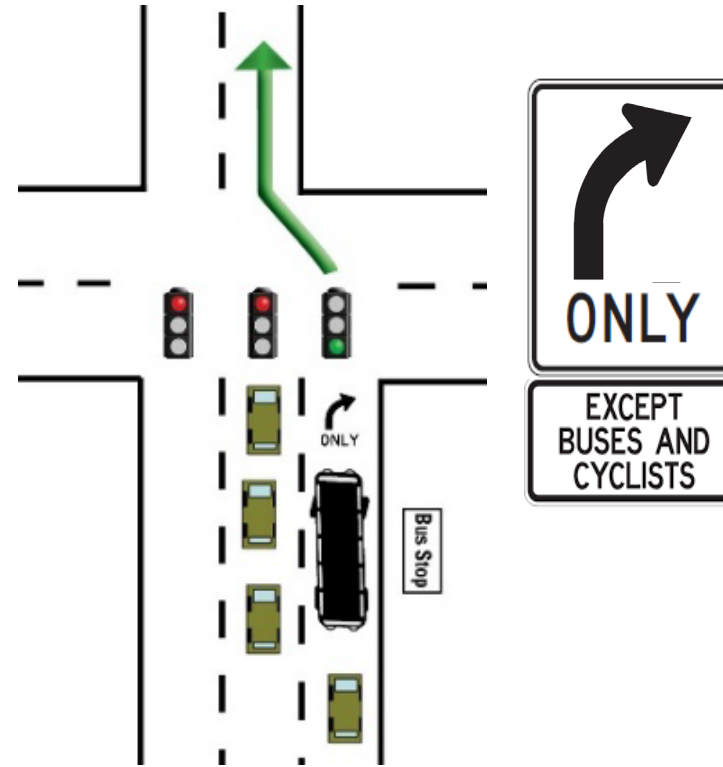
**Potential Time Savings:** *Up to 10%*  
*(AC Transit, Line 51 and 72R, 2018 to 2023)*



# Queue Jump Lanes

- Lanes exclusively for transit vehicles and high-occupancy vehicles to bypass traffic queues at intersection approaches
- Can be used at freeway on/off ramps to facilitate transit access to buses along highways
- Can be paired with TSP or dedicated transit signals.

**Potential Time Savings:** *Variable*





# Transit Stop Enhancements

- Bus bulbs and islands allow buses to stay in the travel lane, avoiding pull-out and pull-in delay, while providing space for passenger amenities.
- Bus islands can also help improve safety used next to protected bike lanes.

**Typical Time Savings:**  
*10 to 20 sec per stop  
(pull-in / pull out delay)*



# Stop Placement

- Place transit stops to minimize delay, by stopping nearside at STOP signs, or farside at signals, ideally with TSP

**Typical Time Savings:** *~20 seconds per double-stop eliminated*

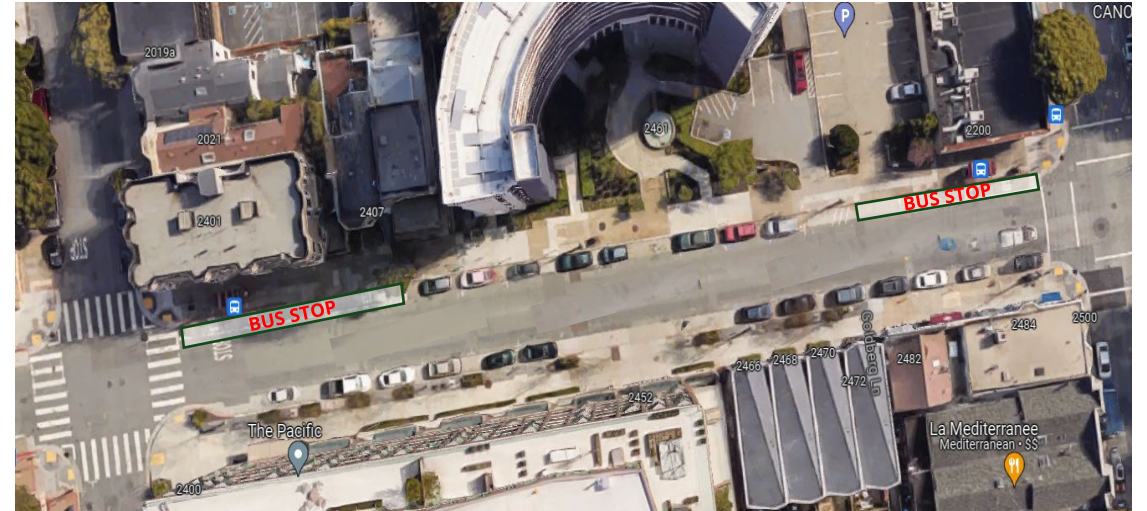


# Stop Spacing

- Frequency of bus stops should balance access and efficiency
- Stops at destinations gets people where they want to go, but too closely-spaced stops adds delays.

## Typical Time Savings:

*~30-60 seconds per closely-spaced transit stop eliminated.*





# Traffic and Parking Regulations

- Simple traffic regulations, such as turn restrictions at strategic locations can facilitate faster transit travel
- Parking regulations like time limits or metering, tow-away lanes and loading zones can help maximize curb space while keep buses moving.
- Part-time regulations can provide benefits when most needed

**Typical Time Savings:**  
*Variable*



# Regional Transit Priority Efforts



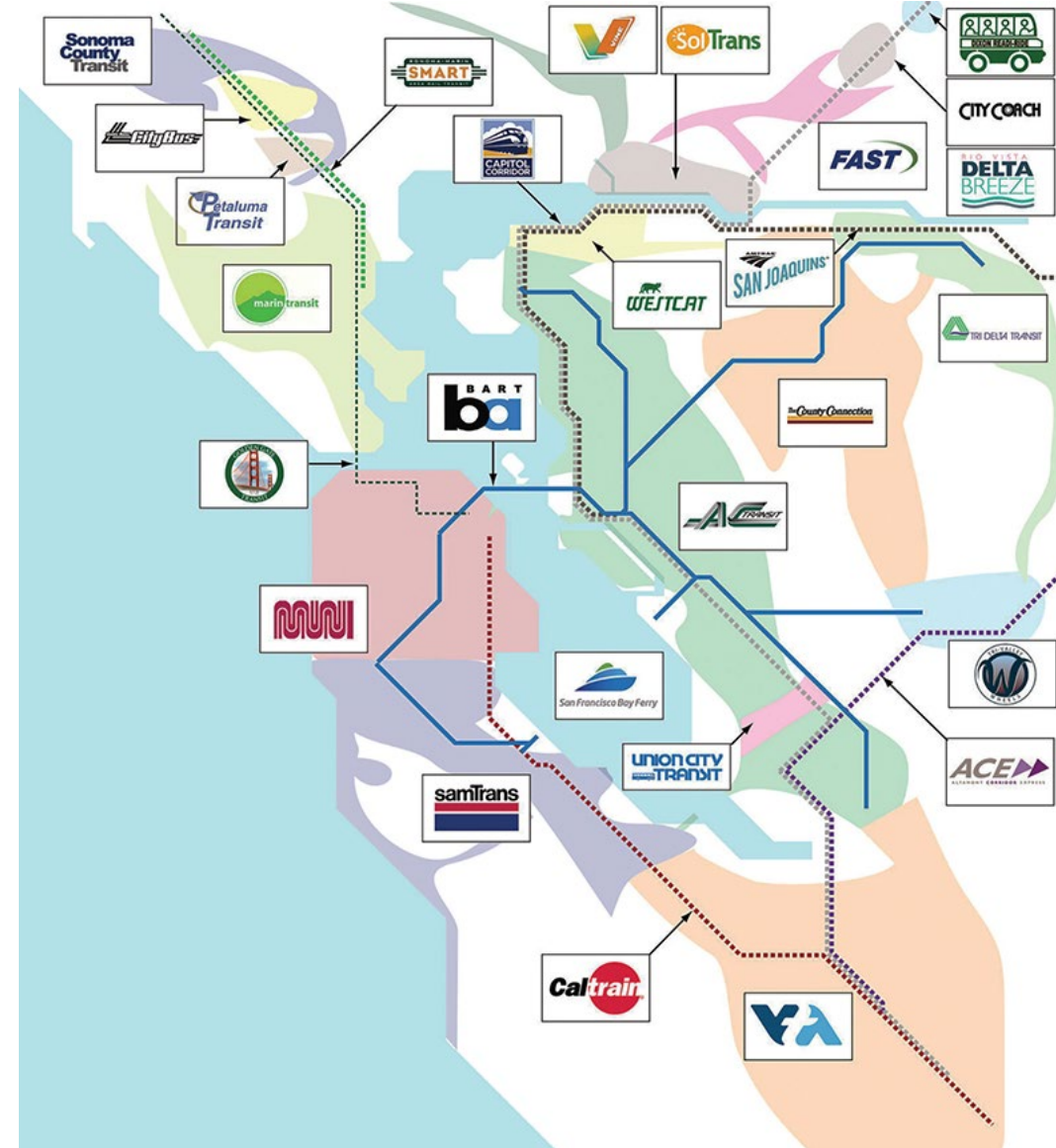
# Regional Transit Priority Policy

- Policy promotes and supports faster, more reliable transit that moves more people in the Bay Area.
- Policy development started with December 2023 workshop, and informed by Transit Priority Working Group, which includes staff from Golden Gate Transit and the City of San Rafael.
- Outreach to transit agencies and county transportation agencies anticipated this fall.



# MTC Transit Priority Funding Opportunities

- **Bus Accelerated Infrastructure Delivery (BusAID)**
  - Emphasizes near-term (quick-build) solutions at problem “hotspots” to reduce transit travel times and improve transit reliability. \$12 million is reserved for future funding rounds
- **Innovative Deployments to Enhance Arterials with Transit Signal Priority (IDEA TSP)**
  - Open Call for Technical Assistance will focus on developing shovel-ready TSP projects and systems engineering and integration
- MTC has invested over \$100M in transit priority projects through the **Low Carbon Transit Operators Program** and **Transit Performance Initiative**





# Transit Priority in Marin County



# Contraflow lane on the 101 Freeway, circa 1973



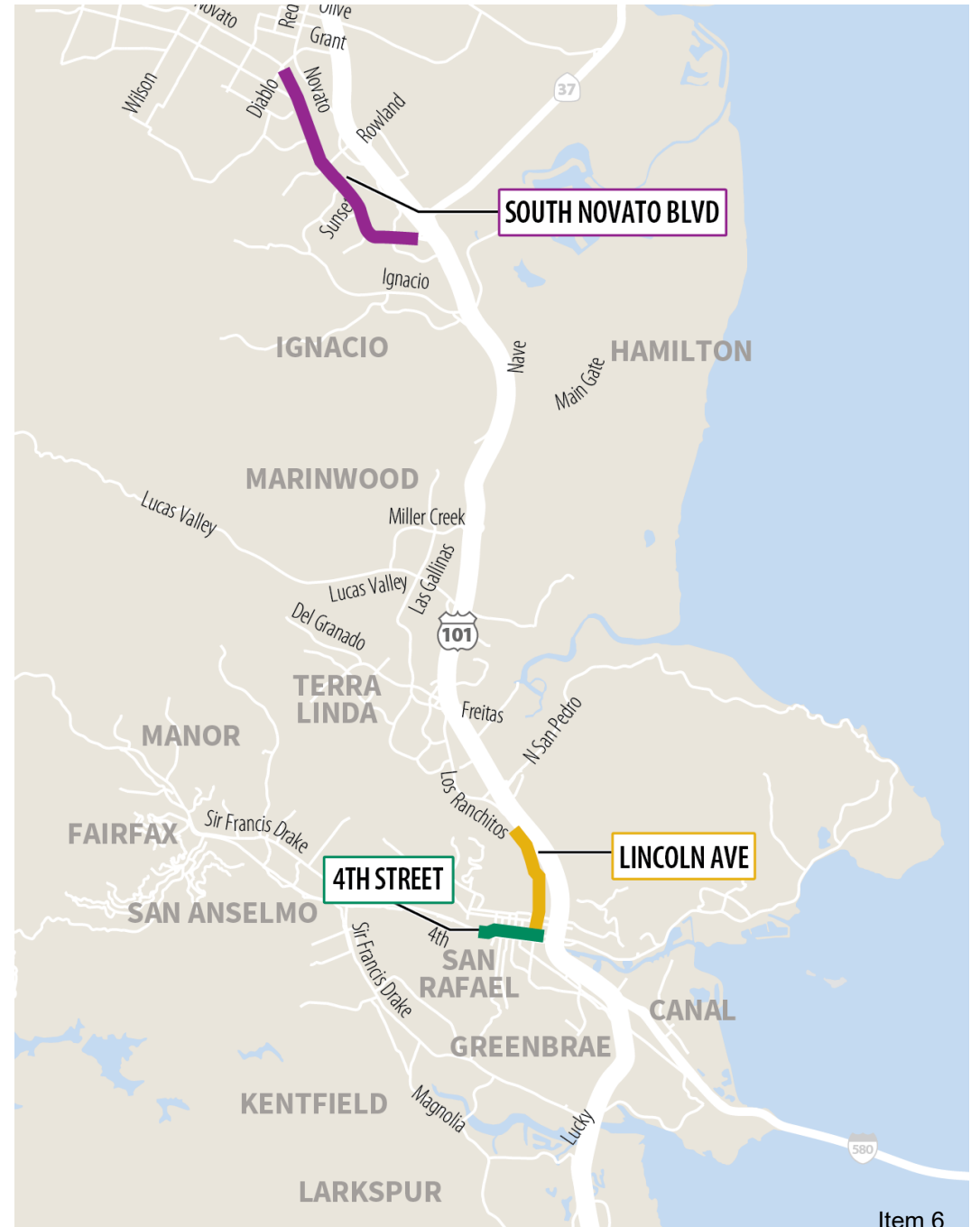
**Erica Fischer, Contraflow bus lane on US 101 in Marin County (1973)**

From *Democracy in the Space Age: Regional Government under a California State Plan*, 1973



# Transit Priority Corridor Project

- Three Corridors
  - 4<sup>th</sup> Street, San Rafael
  - Lincoln Blvd., San Rafael
  - South Novato Blvd., San Rafael
- Includes:
  - Improvements to high-ridership bus stops
  - Transit priority improvements



# Transit Priority Corridor Project Timeline

- Transit Signal Priority in San Rafael
  - Planning/coordination underway
  - Operational by mid-late 2025
- Transit Priority Corridor Project
  - Planning complete – early 2025
  - **Apply for additional funding –2024-2026+**
  - Construct improvements – 2026-2027+
- Board update in fall/winter



# Other Marin County Transit Priority Projects

- MTC's Richmond-San Rafael Bridge – Richmond Bridge Forward Project
- TAM's US 101 Part Time Transit Lane Project
- Caltrans' US 101/Tamalpais Overcrossing Project



<https://mtc.ca.gov/operations/programs-projects/forward-commute-initiatives/richmond-san-rafael-forward>





# Thank you

## CONTACT

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September 9, 2024

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

**Subject: Clipper 2.0 and Regional Transfer Pilot Update**

Dear Board Members:

### Recommendation

Set a public hearing for Monday, October 7, 2024, at 9:30 am, to receive public comment on the Marin County Transit District’s adoption of the Regional Transfer Pilot program and begin public outreach and education about upcoming changes to Clipper.

### Summary

Changes are coming to Clipper, the universal transit card used for contactless fare payments throughout the San Francisco Bay Area, in early 2025. This transition is colloquially referred to as the rollout of “Clipper 2.0.” Many of the changes will greatly benefit riders throughout the region such as tap to pay (e.g. Apple Pay, Google Pay) accepted by Clipper readers, new “pay as you go” pass products, and remotely loaded value being immediately available for use. However, for Marin Transit riders, the arrival of Clipper 2.0 is uniquely significant because the agency will get “Clipper independence” for the first time. We are the only agency in the region that is still embedded within another agency – Golden Gate Transit – and becoming an independent operator within the system will make it a much more useful way for our riders to pay. With Clipper 2.0, many of the current issues which undermine Clipper’s utility and attractiveness will be removed.

One key change, which requires approval by your board, is participation in a new Regional Transfer Pilot, which implements a universal discount for all interagency transfers throughout the region for Clipper users. For all transfers to a local transit route, like Marin Transit, a rider will get a free ride; for transfers to a regional route, like SMART or Golden Gate Transit/Ferry, riders will get a discount. Participation in this pilot program does constitute a minor fare change, which requires a public hearing under the District’s [Public Hearing Policy](#). Staff are asking your Board to set a public hearing for October 7, 2024, to consider the Regional Transfer Pilot and begin to educate the public about the changes coming to Clipper.



## Background

Clipper is the Bay Area's regional electronic "contactless" transit fare payment card. Universally accepted by all Bay Area transit operators on fixed-route transit, it provides a great convenience for riders to be able to use one electronic payment card across all transit agencies in the region. It also helps speed up transit operations by reducing the need for riders to count out cash payments into a farebox.

Clipper was first introduced as "TransLink" in 2002 and Marin Transit implemented Clipper systemwide in 2013 (routes operated by Golden Gate began accepting Clipper, at the time TransLink, in 2007). Gradual upgrades and new rider benefits have been rolled out over time. For example, in 2020, the Clipper START pilot program was launched, which provides low-income adult riders with access to discounted fares via an income-qualified discounted Clipper card. Currently, the Clipper START discount is 50% off the standard single ride fare across all Bay Area transit operators. In 2021, Clipper also introduced an app allowing riders to put the physical card onto their phone and tapping the phone on a Clipper reader to pay.

Amongst Marin Transit riders, Clipper adoption has been relatively low. In fiscal year 2023/24, Clipper accounted for 11% of fares on Marin Transit buses, and that number has not changed significantly in the past several years. District Staff have promoted Clipper at various times, but use of the card carries notable disadvantages for our riders due to being embedded within the Golden Gate Clipper account. The two most significant disadvantages are:

1. Marin Transit buses have flat fares (\$1.80 on Clipper), but Clipper riders must remember to tag off due to the dual tag Golden Gate Transit system; if riders forget to tag off, they are charged the maximum Golden Gate Transit fare, currently \$11.60.
2. Marin Transit pass products, such as the deeply discounted monthly pass, are not available via Clipper.

The current Clipper system also carries some disadvantages for low-income riders, such as value added remotely is not immediately available.

## Upcoming Changes to Clipper

The region will soon be rolling out a major update to the Clipper program, broadly known as Clipper 2.0. The Metropolitan Transportation Commission (MTC) currently anticipates the change to occur in early 2025, potentially as soon as January. This will involve one major back-end change, and several user-facing changes. Clipper 2.0 represents a wholesale change to the functionality of the system to bring Clipper into the 21st century, modernizing the back-end, enabling much greater functionality, and introducing many more rider benefits that were not previously available.

On the back end, the major change is that Clipper will be switching from a card-based system to an account-based system. The money and passes that riders put on their Clipper cards will no longer live on the card itself (in data form), but will instead live in a cloud-based account that the card is linked to. For Clipper users, this means that money and passes being put onto a Clipper card remotely (e.g. online) will be delivered to that Clipper card instantaneously, instead of needing to wait a few days. It will also make this value less susceptible to loss because it is stored in the cloud, not on a physical card.

For riders, Clipper 2.0 entails several new benefits. Clipper 2.0 will accept "open loop" payments. Clipper readers will be able to accept "tap to pay" payment methods (e.g. Apple Pay, Google Pay, certain



credit and debit cards) directly, without the need to purchase a Clipper card or download the Clipper app. This will greatly increase convenience for new riders, visitors, and occasional riders who are not in the habit of keeping a Clipper card on hand.

In addition, all operators throughout the region will have the ability to offer riders “pay-as-you-go” pass products, described in the section immediately below; and Clipper 2.0 will launch a new Regional Transfer Pilot. More information on this is included in the Regional Transfer Pilot section below.

### ***Changes Specific to Marin Transit***

The changes coming with Clipper 2.0 are uniquely significant to Marin Transit because the District will become an independent operator in the Clipper system, and will no longer be treated as part of Golden Gate Transit (GGT). This change will create two major rider-facing changes: riders will no longer need to tag off when using Clipper, and passes will be available on Clipper.

Currently, even though Marin Transit is a flat fare system, Clipper riders need to remember to tag off when riding Marin Transit buses. This can be confusing for riders, and if they forget to tag off, it incurs a high financial penalty (described in Background above) which can only be resolved by calling customer service. Once the District is separated from GGT within the Clipper system, Clipper users will no longer need to tag off and risk getting overcharged.

Currently, Marin Transit is unable to offer passes via Clipper due to the arrangement with GGT. Once the District is independent in the Clipper system, we will make passes available on Clipper. The benefits of this are multi-fold, e.g. it will allow institutional pass programs such as the youth pass, COM pass, and MAFA pass, to be transitioned to Clipper; it will be easier and faster for riders to purchase monthly passes online; and it will be possible for riders to purchase recurring passes with autopay.

Furthermore, the District will be able to make daily and monthly passes available via an accumulator, also known as “pay-as-you-go” passes. This will allow riders to pay the standard fare for each ride up until they hit the cost of a daily or monthly pass in a given day or month, and then all subsequent rides in that day or month will be free. For example, an adult rider will pay the \$1.80 fare one trip at a time until they reach \$40 in a month and then their payment will be capped and they will ride Marin Transit for free for the rest of the month. The same will be true for a day pass – after three rides, a rider will pay nothing more for the remainder of the day (Adult day pass is \$5, discounted day pass is \$2.50). Once implemented, this will be a great option for riders who may not have the resources available to pay for a monthly pass upfront at the beginning of the month, or who are unsure whether they’ll be riding often enough to justify a daily or monthly pass.

All together, these changes will make Clipper a much more attractive payment option for Marin Transit riders. Once a firm date has been set for the implementation of these changes, staff plan on promoting Clipper heavily. See the Public Outreach section below for more details on how staff plan on promoting Clipper.

### **Regional Transfer Pilot**

The *No-Cost and Reduced Cost Interagency Transfer Pilot Program* (Regional Transfer Pilot) was created by MTC, in close partnership and negotiation with transit operators, with the intention of increasing regional transit ridership and benefiting current riders, by reducing the fare riders pay when transferring between agencies. The program would be implemented via Clipper and would go into effect upon the implementation of Clipper 2.0. Participation at this stage would commit Marin Transit



to the pilot period of 18-24 months (depending on funding availability). The attached Memorandum of Understanding (Attachment B) describes the details of the rider's experience under the pilot program:

*The Pilot Program would provide a discount equivalent to the single-ride Clipper fare for amounts up to the region's highest local bus/light rail transit fare, currently \$2.50. When making a trip on fixed-route transit that requires transferring between participating Operators, riders would pay the full fare on the first Operator used. Any transfer to another Operator within two hours of the first boarding is free up to a per-transfer limit equal to the region's highest local transit fare (currently \$2.50). Should the highest local bus/light rail transit fare increase above \$2.50 during the Pilot Program, the amount of the discount offered will increase to match the new highest local transit fare.<sup>1</sup>*

As a local operator, transfer rides on Marin Transit under the Regional Transfer Pilot would be free. Marin Transit has existing transfer agreements with both Golden Gate Bridge Highway and Transportation District (Golden Gate) and Sonoma-Marín Area Rail Transit (SMART). Marin Transit's current agreement with Golden Gate already provides for free transfers to Marin Transit service, so the Regional Transfer Pilot would not affect these riders. Marin Transit's current agreement with SMART provides for a \$1.50 discount when transferring from SMART to Marin Transit. Marin Transit's adult Clipper fare is \$1.80; thus, adult riders currently transferring from SMART to Marin Transit pay \$0.30 for their trip on Marin Transit. Under the Regional Transfer Pilot, this trip would be free.

### **Title VI Implications**

The Federal Transit Administration requires all transit agencies of a certain minimum size, which includes Marin Transit, to conduct a Fare Equity Analysis on all fare change proposals in compliance with the administration's guidelines under Title VI of the Civic Rights Act of 1964. The attached Fare Equity Analysis (Attachment C) meets this requirement. The analysis finds that the Regional Transfer Pilot proposal would create neither a disparate impact on minority riders nor a disproportionate burden on low-income riders.

### **Public Outreach**

Marin Transit staff will lead a robust community engagement effort to ensure riders are familiar with all elements of the Clipper transition and regional transfer pilot and the benefits the new features will bring to riders. Staff will employ all available methods of public outreach as detailed below.

- **Advisory Committees:** Staff will present information and resources to Marin Transit's advisory committees, the Marin Mobility Consortium and Marin Paratransit Coordinating Council. Coordination with committee members and members of the public that join these meetings
- **Partner Agencies:** Staff will provide information and resources to partner agencies including transit partners and community partners in the County.
- **Frontline Customer Service Staff:** Customer service staff will receive information and resources in order to assist riders that may have questions or concerns while using the new features.
- **Direct Rider Engagement:** Staff will perform direct rider engagement through in-person outreach at transit hubs including the San Rafael Transit Center and on-board vehicles. Opportunities to perform outreach at community events and meetings will be monitored and

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<sup>1</sup> Note: SF Muni is going to increase their local fare to \$2.75 in 2025, so it is already known that the discount will be increased to \$2.75 when Clipper 2.0 is implemented.



strategically employed to get information directly to riders that will benefit most from the new features of Clipper.

- **Digital Communication:** Staff will utilize various methods of digital communication to reach riders and stakeholders, including e-newsletters, social media posts, banners and service alerts on the MCTD website. A dedicated page on the Marin Transit website can be found at [www.marintransit.org/clipper](http://www.marintransit.org/clipper); this page will be updated regularly throughout the life of the roll out.
- **Print Communication:** Collateral is in development and will include flyers and posters, ad rails and other notices posted in Marin Transit buses. All resources will be available in accessible formats in English and Spanish, with other languages available upon request. All resources and information will be posted at [www.marintransit.org/clipper](http://www.marintransit.org/clipper). Additional resources will be developed as needed based on input received from various stakeholders.

Staff will document all public outreach efforts and provide a summary of activities to your Board as the project progresses.

### **Public Hearing**

Marin Transit's [Public Hearing Policy](#) requires the District to hold a public hearing for all fare change proposals. As adoption of the Regional Transfer Pilot would constitute a fare change, a public hearing is required in order to consider adopting the proposal. District Staff are asking your Board to call a public hearing for October 7, 2024 on the topic of the Regional Transfer Pilot proposal. This would allow your Board to consider and approve participation in the Pilot at the November Board meeting. Staff also plan to use this opportunity to more broadly educate riders about the upcoming changes to Clipper described in this letter.

### **Fiscal/Staffing Impact**

The proposed Regional Transfer Pilot would likely have a small positive fiscal impact for Marin Transit. MTC will reimburse agencies for each transfer; this reimbursement, while not equal to the cost of a full fare, would be more than the amount currently collected under Marin Transit's current interoperator transfer agreements. In FY2024/24 there were 50,000 Clipper transfers from Golden Gate and SMART taken on Marin Transit buses. Based on a combination of increase clipper usage and the higher reimbursement, Staff estimate roughly \$50,000 per year in additional fare revenue from this program. If the program were to induce new ridership on Marin Transit services, this would generate additional revenue.

Respectfully Submitted,

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

Cathleen Sullivan  
Director of Planning

**Attachment A:** Clipper 2.0 Update Presentation

**Attachment B:** Regional Transfer Pilot Agreement

**Attachment C:** Regional Transfer Pilot Title VI Fare Equity Analysis



# **Clipper 2.0 and Regional Discounted Transfer Pilot**

**SET PUBLIC HEARING**

# Fare Study Recommendations



Source: Diamond Manufacturing, Inc.



Source: openPR

## Drop Farebox

- Mechanical boxes for cash collection
- Simple, reliable, low cost

## Automated Passenger Counters (APCs)

- Detect and count passengers as they board the bus
- Most accurate

Sufficient to support NTD reporting; option for full fleet installation for best data

## Driver Tally

- Captures rider segment info. (e.g. senior, youth, wheelchair, bike)
- Similar to current driver tally

Separate Tablet incl. in CAD/AVL system

# Clipper 2.0: Big Changes Coming to Clipper (early 2025)



- Tap to pay (e.g. credit/debit card and Google/Apple pay) accepted by Clipper readers
- “Pay as you go” passes available
- Value available immediately
- **Regional Transfer Pilot**
- Marin Transit changes:
  - Riders no longer need to tag off; removes risk of overpayment
  - Marin Transit products available on Clipper



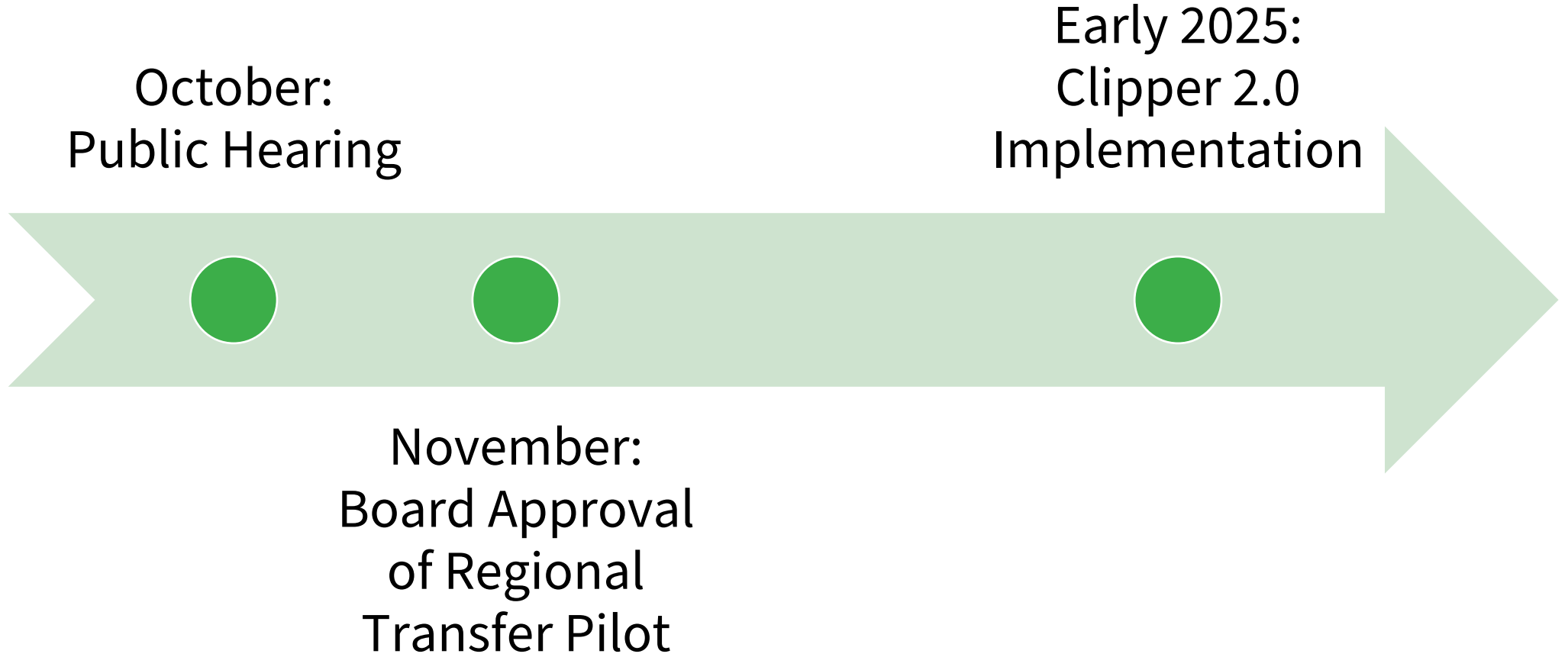
# Regional Transfer Pilot

- **No-Cost and Reduced Cost Interagency Transfer Pilot Program**
- Riders transferring between operators will receive a discount equal to the largest local fare in the Bay Area when paying with Clipper
- On Marin Transit, transfers from other agencies will be free when paying with Clipper
  - Transfers from Golden Gate Transit/Ferry are already free
  - Transfers from SMART currently get a \$1.50 discount
- This technically constitutes a minor fare change, which requires a public hearing under our Public Hearing Policy and a Fare Equity Analysis under Title VI
  - The Fare Equity Analysis found no disparate impact nor disproportionate burden

# Recommended Board Action

- Set a public hearing for Monday, October 7, 2024, at 9:30 am, to receive public comment on the Marin County Transit District's adoption of the Regional Transfer Pilot program and begin public outreach and education about upcoming changes to Clipper.

# Clipper 2.0 Timeline



# Thank you

## CONTACT

**Cathleen Sullivan**

**Director of Planning**

**[csullivan@marintransit.org](mailto:csullivan@marintransit.org)**



**NO-COST AND REDUCED COST INTERAGENCY TRANSFER PILOT PROGRAM  
PARTICIPATION MEMORADUM OF UNDERSTANDING**

This No-Cost and Reduced Cost Interagency Transfer Pilot Program Participation Memorandum of Understanding (the “MOU”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and among the Metropolitan Transportation Commission (“MTC”) and the following transit operators participating in the No-Cost and Reduced Cost Interagency Transfer (referred to herein individually as an “Operator” or collectively as the “Operators”):

Alameda-Contra Costa Transit District (“AC Transit”); Golden Gate Bridge Highway and Transportation District (“GGBHTD”); the San Francisco Bay Area Rapid Transit District (“BART”); the City and County of San Francisco, acting by and through its Municipal Transportation Agency (“SFMTA”); the San Mateo County Transit District (“SamTrans”); the Santa Clara Valley Transportation Authority (“VTA”); the Peninsula Corridor Joint Powers Board (“Caltrain”); Central Contra Costa Transit Authority; City of Fairfield, as the operator of FAST; City of Petaluma; Eastern Contra Costa Transit Authority; Livermore/Amador Valley Transit Authority; Marin County Transit District; Napa Valley Transportation Authority; Solano County Transit; Sonoma County Transit; Sonoma-Marín Area Rail Transit (“SMART”); Vacaville City Coach; Western Contra Costa Transit Authority; San Francisco Bay Area Water Emergency Transportation Authority; City of Santa Rosa; and City of Union City.

MTC and the Operators are referred to herein collectively as the “Parties” or individually as a “Party”.

**ARTICLE I  
No-Cost and Reduced Cost Interagency Transfer Pilot Program**

1. The Bay Area Transit Fare Coordination & Integration Study & Business Case (FCIS), completed in September 2021, developed goals for a regional fare system that will improve the passenger experience and promote higher ridership across the region’s 22 different transit operators that participate in the Clipper® fare payment system. The FCIS found that implementing no-cost and reduced cost transfers would drive an increase of 27,000 daily trips.
2. On November 15, 2021, the Fare Integration Task Force, a special committee of the Clipper Executive Board, consisting of transit operators, MTC, and county transportation agencies, adopted a Bay Area Transit Fare Policy Vision Statement which called for “no-cost and reduced cost transfers for transit users transferring between different transit agencies beginning in 2024, coinciding with the rollout of the Next Generation Clipper® system/Clipper® 2.”
3. On March 27, 2023, the Fare Integration Task Force endorsed a No-Cost and Reduced Cost Interagency Transfer Pilot Program (“Pilot Program”), which would provide free and reduced-price transfers beginning with the launch of the Clipper® 2 account-based system in 2024 and continuing for at least 18 months, with an automatic extension to a total of 24 months if sufficient funding is available.
4. The Pilot Program would provide a discount equivalent to the single-ride Clipper fare for amounts up to the region’s highest local bus/light rail transit fare, currently \$2.50. When making a trip on fixed-route transit that requires transferring between participating Operators, riders would pay the full fare on the first Operator used. Any transfer to another Operator within two hours of the first boarding is free up to a per-transfer limit equal to the region’s

- highest local transit fare (currently \$2.50). Should the highest local bus/light rail transit fare increase above \$2.50 during the Pilot Program, the amount of the discount offered will increase to match the new highest local transit fare.
5. To ensure equitable benefits for paratransit users, the Pilot Program may be extended to a subset of cross-jurisdictional paratransit trips, to be determined by MTC and Operator staff at the earliest opportunity, which may occur after the Pilot Program has commenced.
  6. The Pilot Program is designed with a goal of strengthening, standardizing, and clarifying transfer discounts between Operators.
  7. The Pilot Program is expected to generate new trips for Operators.
  8. The Pilot Program is designed to mitigate negative impacts to Operator revenues.
  9. Project staff will continue to engage with Operators and executives to share Pilot Program findings, project updates, and to collect feedback from Operators about the program.
  10. MTC and project staff will proactively seek input from Operators prior to the conclusion of the 24 month pilot period in order to inform decision making by MTC and Operators regarding the continuation of the Pilot Program beyond the pilot period.

## ARTICLE II Transfer Rule Details

The Pilot Program would implement the following transfer rules for riders using Clipper on fixed-route transit:

1. For the purposes of the Pilot Program, an inter-agency transfer occurs when a rider boards a transit vehicle and then subsequently boards another transit vehicle operated by a different Operator within a two-hour (120 minute) period at a minimum (180 minutes if trips begin on Golden Gate Transit, SMART, or Sonoma County Transit).
2. When making an inter-agency transfer, full-fare Adult customers using Clipper will receive a fare discount in an amount that is the lesser of two values: (a) the value of the single-ride Clipper fare for each trip(s) taken after the first Operator, or (b) the value of a single-ride Clipper fare for the region's highest local transit fare, currently \$2.50 at the time of the execution of this agreement.
3. Clipper customers using discount fare categories (Senior, Youth, Clipper START, Disabled/Regional Transit Connection (RTC)) would be subject to a discount limit proportional to the fare charged. For example, a rider transferring to a service on which that rider is entitled to a 50% Senior discount would receive a free transfer for amounts up to \$1.25.
4. For customers taking trips with three or more Operators, discounts would be applied on each additional operator used during the 120-minute window (180 minutes on GG Transit, Sonoma County Transit, and WETA) as described in Article II. 1-3 above, so that the customer only pays the equivalent of one full fare during that period.
5. For customers transferring to or from the SFMTA's Cable Car service, no transfer discount will be offered.

6. The discount is applied to the fare paid *after* making the transfer and cannot result in a negative fare for that segment.

### **ARTICLE III Operator Responsibilities**

Each Operator agrees to:

1. Participate in the Pilot Program for a minimum of 18 months, and for up to 24 months if sufficient funding is available to extend the Pilot Program.
2. Provide in-kind staff and administrative support needed to successfully deliver and administer the Pilot Program at the Operator, including marketing.
3. Facilitate the payment of an upfront allocation and up to two supplemental payments to offset fare revenue impacts to the Operator by MTC as described in Article IV.
4. Partner with MTC, other Operators, and/or their designated third-party consultants for the Pilot Program to organize evaluation and research activities such as surveys or similar research methods over the course of the Pilot.
5. Ensure compliance with any Operator obligations under the Federal Transit Administration's Title VI Circular and/or the Operator's own Title VI policies.
6. Work with MTC, other Operators, and/or their designated third-party consultants to identify additional funds (if needed) to extend the Pilot Program to at least 24 months.
7. Subject to Pilot Program findings, work with MTC, other Operators, and/or their designated third-party consultants to develop a funding model that can support continuation of the policies described in Article II on a permanent basis while continuing to maintain and expand transit service to customers.

### **ARTICLE IV MTC Responsibilities**

MTC agrees to:

1. Administer the Pilot Program for a minimum of 18 months, and for up to 24 months if sufficient funding is available to extend the Pilot Program.
2. Provide in-kind staff and administrative support needed to successfully deliver and administer the Pilot Program, including customer support, financial management, fare rule implementation, public information, communications, marketing, and technology support/operations.
3. Prior to the launch of the Pilot Program, offset foregone fare revenue by making an upfront allocation to each Operator based on the Operator's share of FY 2018-19 Transit Fare Revenues as reported to State Controller's Office (SCO), amounting to a total of \$11 million across all Operators.

4. Prior to the launch of the program, work in partnership with Operators to support compliance with the Federal Transit Administration's Title VI Circular and/or the Operator's own Title VI policies
5. Provide regular updates to the Fare Integration Task Force on the status of the Pilot Program.
6. No later than 12 months following program launch, conduct an evaluation of the Pilot Program, including its effects on travel behavior, revenue, and customer experience. The evaluation will include an assessment of funding available to extend the Pilot Program beyond 18 months.
7. Work with Operators and/or their designated third-party consultants to identify additional funds (if needed) to extend the program to at least 24 months.
8. Provide each Operator with supplemental funds to offset foregone fare revenue, based on an estimate of each Operator's "adjusted foregone fare revenue" as defined in subsection 9. MTC will allocate supplemental payments up to two times during the Pilot Program, amounting to a total of at least \$11 million. The first supplemental payment will occur 18 months after program launch. The second supplemental payment will occur at the conclusion of the Pilot Program or no later than 24 months after program launch, whichever is sooner.
9. Estimate "adjusted foregone fare revenue" for fixed-route services based on the number of actual inter-agency transfer trips in Clipper transaction data. Each Operator is responsible for the first \$0.50 discount of gross fare on each transfer, adjusted commensurately to discounted fare categories. The remaining foregone fare revenue will be adjusted to deduct an estimate of the increase in fare revenue generated by the Pilot Program. For each Operator, the percent increase in transfer trips, in excess of the growth of non-transfer trips, will be considered evidence of new trips generated by the Pilot Program. The percent of transfer trips and non-transfer trips in FY 2023-24 will be considered as the baseline. Supplemental data may be factored into the baseline or Pilot Program data for reasonable adjustments as needed on a case-by-case basis. If it is determined by an Operator that changes in a specific paratransit fare are required due to the Pilot Program's changes to fixed-route fares, Operators will also be reimbursed at the same rate for foregone paratransit fare revenue, where applicable.
10. Subject to Pilot Program findings, work with Operators and/or their designated third-party consultants to develop a funding model that can support continuation of this policy on a permanent basis while continuing to maintain and expand transit service to customers.

## **ARTICLE V**

### **Indemnification**

- A. Mutual Indemnification. No Party to this MOU (including any of its directors, commissioners, officers, agents or employees) shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party under or in connection with this Agreement. Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify and hold other Parties harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by such indemnifying Party under or in connection with this MOU and for which such indemnifying Party would otherwise be liable.
- B. Operator Indemnification of MTC. Notwithstanding the provisions of Subsection A above, each Operator shall indemnify, hold harmless, and defend MTC (including any of its directors,



commissioners, officers, agents or employees) from any and all claims or liability resulting from any action or inaction on the part of such Operator relating to its responsibilities under or in connection with this MOU.

- C. MTC Indemnification of Operators. Notwithstanding the provisions of Subsection A above, MTC shall indemnify, hold harmless, and defend each Operator (including any of its directors, commissioners, officers, agents or employees) from any and all claims or liability resulting from any action or inaction on the part of MTC under or in connection with this MOU.

## **ARTICLE VI**

### **Term**

The term of the MOU shall begin upon the Effective Date and continue until June 30, 2027, unless terminated by written agreement of the Parties. The Pilot Program will launch concurrently with the launch of the Next Generation Clipper system. The 18-24 month Pilot Program period will commence when the Next Generation Clipper system launches.

## **ARTICLE VII**

### **Changed Circumstances**

Any Party may initiate informal discussions among the Parties concerning the provisions of this MOU, based on its assessment that changes in other factors external to the MOU indicate that it would be in the best interests of one or more Parties to consider revisions to the MOU. If a majority of Parties agree, the Parties will then jointly evaluate the changed circumstances to determine what, if any, revisions to the MOU are necessary or desirable. Any agreed-upon changes shall require an amendment to the MOU approved and executed by all Parties.

## **ARTICLE VIII**

### **Legal Representation and Common Interest**

The Parties recognize a mutuality of interest, and a need for joint cooperation in legal matters relating to the No-Cost and Reduced Cost Interagency Transfer Pilot Program. In furtherance of this common interest, any communications among Parties and counsel for any of the Parties shall be confidential and protected from disclosure to any third party by each and every privilege – including, but not limited to, the attorney-client privilege, the attorney work product privilege, and the pooled information privilege – notwithstanding the dissemination of the communications and work product among Parties by the counsel that made the information available in the first instance. If information covered by the privileges is requested by a third party pursuant to a subpoena or other discovery request, then counsel receiving the request shall notify in a timely fashion the counsel who disclosed the information so that the privileges against disclosure may be asserted.

Should any Party withdraw from or otherwise terminate its participation in the MOU, such withdrawal or termination shall not impair the privileges that protect any information that has been shared prior to such action. Any Party that withdraws or terminates its participation in the No-Cost and Reduced Cost Interagency Transfer Pilot Program shall promptly return all privileged materials that the Party has received.

**ARTICLE VIII  
Confidential Information**

Either MTC or an Operator (the “Receiving Party”) may, in the course of carrying out its responsibilities under this MOU, have access to proprietary or confidential information owned by the other Party (“the Disclosing Party”), the disclosure of which to third parties may damage the Disclosing Party. Such proprietary or confidential information must be held by the Receiving Party in confidence and used only in performing its responsibilities as provided in the MOU. The Receiving Party shall exercise at least the same standard of care it would use to protect its own proprietary or confidential information.

**SIGNATURES ON SUBSEQUENT PAGES**

IN WITNESS WHEREOF, this Amendment has been duly authorized and executed by the Parties hereto on the dates specified below by their duly authorized representatives.

**Metropolitan Transportation Commission**

**DRAFT**

Name: Andrew B. Fremier

Title: Executive Director

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

**Alameda-Contra Costa Transit District**

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DRAFT



# Regional Transfer Pilot Fare Equity Analysis

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## Introduction

This report is intended to serve as the fare equity analysis for the Marin County Transit District (Marin Transit) as it considers whether to enter into a Memorandum of Understanding to participate in the Bay Area No-Cost and Reduced Cost Interagency Transfer Pilot Program (Regional Transfer Pilot). As a federal grant recipient, Marin Transit is required to maintain and provide to the Federal Transit Administration (FTA) information on its compliance with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination by recipients of federal financial assistance. The FTA further requires that some recipients of FTA financial assistance, including Marin Transit, conduct a Fare Equity Analysis on all fare changes to assess the impacts of those changes on low-income and minority populations.

Marin Transit is currently considering whether to participate in the Regional Transfer Pilot, which would provide riders with a discount of up to the highest local fare in the region (currently \$2.50) for all interagency transfers in the Bay Area when using Clipper. The proposed change would reduce fares for some Marin Transit riders, which constitutes a fare change requiring a Fare Equity Analysis under the FTA's Title VI regulations. **The following analysis concludes that participation in the Regional Transfer Pilot would create neither a disparate impact based on race nor a disproportionate burden on low-income individuals for Marin Transit riders.**

## Title VI Policies

In October 2012, the FTA released Circular 4702.1B (Circular), which provides guidelines for compliance with Title VI. Under the Circular, transit operators are required to study proposed fare changes and "major service changes" before the changes are adopted to ensure that they do not have a discriminatory effect based on race, color, national origin or low-income status of affected populations. As a first step, public transit providers must adopt their own "Major Service Change," "Disparate Impact," and "Disproportionate Burden" policies. Marin Transit's Board of Directors originally adopted these policies in April 2014, and adopted the most recent update to these policies in April 2023. The adopted Disparate Impact and Disproportionate Burden policies, which apply to Fare Equity Analyses, are described below.

### Disparate Impact Policy

The Disparate Impact Policy establishes a threshold for determining whether proposed fare or major service changes have a disproportionately adverse effect on minority populations relative to non-minority populations on the basis of race, ethnicity or national origin. Per the [Marin Transit Policy for Establishing Disparate Impact or Disproportionate Burden](#):

Fare or major service change proposals are determined to have a Disparate Impact on minority populations if, cumulatively, the benefits of the changes accrue to minority populations 20% less than to non-minority populations, or the adverse effects of the changes accrue to minority populations 20% more than to non-minority populations.

In summary, the Disparate Impact threshold is 20%.

## Disproportionate Burden

The Disproportionate Burden Policy establishes a threshold for determining whether proposed fare or major service changes have a disproportionately adverse effect on low-income populations relative to non-low-income populations. Per the [Marin Transit Policy for Establishing Disparate Impact or Disproportionate Burden](#):

Fare or major service change proposals are determined to have a Disproportionate Burden on low-income populations if, cumulatively, the benefits of the changes accrue to low-income populations 20% less than to non-low-income populations, or the adverse effects of the changes accrue to low-income populations 20% more than to non-low-income populations.

In summary, the Disproportionate Burden threshold is 20%. The policy also includes the following definition of low-income: “For the purposes of this policy, definition of low-income should adhere to regional definition of low-income, which is 200% of the Federal Poverty Guidelines at time of writing per MTC Clipper START policy.”

## Public Outreach

These policies were initially developed in 2013 as part of the District’s Title VI plan. In April 2013, the Marin Transit Board of Directors considered proposed analysis tools and methods for the Disparate Impact Policy and Disproportionate Burden policy. As part of this process, the Board set a public hearing and initiated a 45-day public comment period. These policies were revised and presented for Board consideration at their June meeting.

Additionally, Marin Transit held four public meetings in advance of the public hearing. The meetings were held in various areas across the County. To encourage participation, Staff sent out media announcements and distributed posters in Spanish and English. The policies were made available and presented at the public meetings. Following the public meetings and hearing, the policies were then updated to reflect public input prior to approval by the Marin Transit Board of Directors.

In 2023, an administrative update was made to extract the Disparate Impact and Disproportionate Burden policies from the Title VI plan as two new stand-alone policies with official policy numbers for ease of reference and to ensure these appear within the official policy framework of the agency. The update was presented to and approved by the Marin Transit Board of Director’s in April 2023. During the Board meeting, members of the Board and members of the public had an opportunity to provide feedback and request clarification on the policies.

## Regional Transfer Pilot Description

The No-Cost and Reduced Cost Interagency Transfer Pilot Program (Regional Transit Pilot) was created and negotiated by the Metropolitan Transportation Commission (MTC), the regional transportation planning agency for the Bay Area. The pilot program is intended to increase regional transit ridership by reducing the fare riders pay when transferring between agencies. The program would be implemented via Clipper, the Bay Area’s universal electronic payment card for transit fares. If approved, the program would go into effect upon the implementation of Clipper 2.0, which is

currently anticipated in early 2025. The Memorandum of Understanding (MOU) describes the details of the rider's experience under the pilot program:

*The Pilot Program would provide a discount equivalent to the single-ride Clipper fare for amounts up to the region's highest local bus/light rail transit fare, currently \$2.50. When making a trip on fixed-route transit that requires transferring between participating Operators, riders would pay the full fare on the first Operator used. Any transfer to another Operator within two hours of the first boarding is free up to a per-transfer limit equal to the region's highest local transit fare (currently \$2.50). Should the highest local bus/light rail transit fare increase above \$2.50 during the Pilot Program, the amount of the discount offered will increase to match the new highest local transit fare.*

As a local operator, transfer rides on Marin Transit under the Regional Transfer Pilot would be free. The MOU would commit Marin Transit to the pilot period of 18-24 months (depending on funding availability). However, this Fare Equity Analysis uses the conservative approach of analyzing the fare change as a permanent fare policy change, which ensures the analysis captures the maximum potential impact and burden on minority and low-income riders. This approach also allows Marin Transit to extend or permanently adopt the fare policy described above, if MTC were to extend the pilot or make the program permanent, without conducting another Fare Equity Analysis.

The impact of the Regional Transfer Pilot on Marin Transit riders would be minimal. Marin Transit's service area only touches the service areas of two other transit operators, Golden Gate Bridge Highway and Transportation District (GGBHTD) and Sonoma-Marín Area Rail Transit (SMART). Marin Transit has existing transfer agreements with both agencies. The existing agreement with GGBHTD already provides for free transfers from GGBHTD services – Golden Gate Transit and Golden Gate Ferry – to Marin Transit, via both Clipper and cash payments; the Regional Transfer Pilot would not change fares for these riders. The existing agreement with SMART provides for a \$1.50 discount when transferring from SMART to Marin Transit via Clipper (SMART does not accept cash fares and Marin Transit cannot accept fares via the SMART app). Marin Transit's adult Clipper fare is \$1.80; adult riders currently transferring from SMART to Marin Transit pay \$0.30 for their trip on Marin Transit. Under the Regional Transfer Pilot, that trip would be free.

For a full breakdown of Marin Transit fares currently and under the proposed Regional Transfer Pilot, see Table 1 in the Equity Analysis section below.

## Equity Analysis

The Regional Transfer Pilot is a fare reduction, and the purpose of this analysis is to examine whether the benefits of that reduction disproportionately accrue to non-minority and/or non-low-income riders. To answer the question, this report uses an average fare analysis methodology, described further in the Impact Assessment section below. Table 1 below breaks down every possible fare type on Marin Transit services, the existing and proposed fare for each type, the annual ridership for each fare type, and the percentage of minority and low-income riders for each fare type. Using this data,

Table 2 and Table 3 calculate the average fare paid by minority, non-minority, low-income, and non-low-income riders, both currently and under the proposed Regional Transfer Pilot.

**Table 1: Breakdown of Current and Proposed Fare Types, Fares, and Usage**

Fare Type	Existing Fare	Proposed Fare	% Change	Annual Ridership	% Total Ridership	% Minority	% Non-Minority	% Low-Income	% Non-Low-Income
Cash - ADA	\$1.00	\$1.00	0%	30,705	1%	44%	56%	69%	31%
Cash - Adult	\$2.00	\$2.00	0%	563,207	20%	81%	19%	51%	49%
Cash - Senior	\$1.00	\$1.00	0%	154,817	5%	54%	46%	55%	45%
Cash - Youth	\$1.00	\$1.00	0%	147,376	5%	72%	28%	47%	53%
Clipper - ADA (RTC)	\$1.00	\$1.00	0%	11,145	0%	30%	70%	100%	0%
Clipper - ADA (RTC) - Transfer	\$0.00	\$0.00	0%	4,275	0%	0%	100%	100%	0%
Clipper - Adult	\$1.80	\$1.80	0%	179,838	6%	62%	38%	34%	66%
Clipper - Adult - Transfer	\$0.00	\$0.00	0%	63,912	2%	67%	33%	41%	59%
Clipper - Low Income (START)	\$1.00	\$1.00	0%	5,746	0%	81%	19%	100%	0%
Clipper - Low Income (START) - Transfer	\$0.00	\$0.00	0%	3,223	0%	85%	15%	100%	0%
Clipper - Senior	\$1.00	\$1.00	0%	22,036	1%	43%	57%	48%	52%
Clipper - Senior - Transfer	\$0.00	\$0.00	0%	10,078	0%	52%	48%	51%	49%
Clipper - SMART Transfer	\$0.30	\$0.00	-100%	7,339	0%	30%	70%	25%	75%
Clipper - Youth	\$1.00	\$1.00	0%	8,099	0%	69%	31%	30%	70%
Clipper - Youth - Transfer	\$0.00	\$0.00	0%	1,163	0%	78%	22%	19%	81%
COM Pass	\$0.00	\$0.00	0%	160,171	6%	66%	34%	54%	46%
Comp - Child	\$0.00	\$0.00	0%	46,380	2%	73%	27%	49%	51%
Comp - Clipper Error	\$0.00	\$0.00	0%	5,596	0%	59%	41%	40%	60%
Comp - Employee	\$0.00	\$0.00	0%	1,802	0%	35%	65%	52%	48%
Comp - Homeward Bound	\$0.00	\$0.00	0%	61,326	2%	80%	20%	100%	0%
Comp - Other	\$0.00	\$0.00	0%	106,584	4%	73%	27%	49%	51%
Comp - Promo	\$0.00	\$0.00	0%	31,518	1%	73%	27%	49%	51%
Day Pass - Adult	\$1.96	\$1.96	0%	1,404	0%	75%	25%	48%	52%
Day Pass - Senior ADA	\$0.68	\$0.68	0%	1,732	0%	46%	54%	59%	41%

Fare Type	Existing Fare	Proposed Fare	% Change	Annual Ridership	% Total Ridership	% Minority	% Non-Minority	% Low-Income	% Non-Low-Income
Day Pass - Youth	\$1.46	\$1.46	0%	23	0%	100%	0%	0%	100%
MAFA Pass	\$0.00	\$0.00	0%	14,039	0%	50%	50%	100%	0%
Monthly Pass - Adult	\$0.68	\$0.68	0%	240,670	9%	75%	25%	48%	52%
Monthly Pass - Senior ADA	\$0.35	\$0.35	0%	110,908	4%	46%	54%	59%	41%
Transfer - ADA	\$0.00	\$0.00	0%	9,150	0%	42%	58%	78%	22%
Transfer - Adult	\$0.00	\$0.00	0%	221,255	8%	85%	15%	58%	42%
Transfer - Other	\$0.00	\$0.00	0%	34,677	1%	80%	20%	59%	41%
Transfer - Senior	\$0.00	\$0.00	0%	57,804	2%	62%	38%	75%	25%
Transfer - Youth	\$0.00	\$0.00	0%	25,157	1%	59%	41%	39%	61%
Underpayment	\$1.50	\$1.50	0%	62,461	2%	73%	27%	49%	51%
Youth Pass - Full Price	\$0.15	\$0.15	0%	33,966	1%	86%	14%	0%	100%
Youth Pass - Reduced Price	\$0.00	\$0.00	0%	384,152	14%	95%	5%	100%	0%
<b>Total</b>				<b>2,823,735</b>		<b>74%</b>	<b>26%</b>	<b>59%</b>	<b>41%</b>

Notes:

Annual Ridership represents Fiscal Year 2023/24.

The following fare types were not tracked in the rider survey: Comp – Other, Comp – Promo, and Underpayment. Therefore, they assume the survey-wide minority and low-income percentages.

This analysis conservatively assumes a \$0 fare for Underpayment fares; actual fares for this fare type vary.

The fares listed for pass products (i.e. Monthly Passes, Day Passes, and Youth Pass – Full Price) represent estimated average fares based on the cost of the pass and average ridership per pass. Individual users’ average fares will vary.

**Table 2: Calculation of Average Fares and Proposed Fare Change for Minority and Non-Minority Riders**

Fare Type	Minority Riders	Non-Minority Riders	Minority Fares Before Change	Minority Fares After Change	Non-Minority Fares Before Change	Non-Minority Fares After Change
Cash - ADA	13,662	17,043	\$13,662	\$13,662	\$17,043	\$17,043
Cash - Adult	455,999	107,208	\$911,997	\$911,997	\$214,417	\$214,417
Cash - Senior	84,302	70,515	\$84,302	\$84,302	\$70,515	\$70,515
Cash - Youth	105,694	41,682	\$105,694	\$105,694	\$41,682	\$41,682
Clipper - ADA (RTC)	3,304	7,841	\$3,304	\$3,304	\$7,841	\$7,841
Clipper - ADA (RTC) - Transfer	0	4,275	\$0	\$0	\$0	\$0
Clipper - Adult	111,519	68,319	\$200,734	\$200,734	\$122,974	\$122,974
Clipper - Adult - Transfer	42,608	21,304	\$0	\$0	\$0	\$0
Clipper - Low Income (START)	4,654	1,092	\$4,654	\$4,654	\$1,092	\$1,092
Clipper - Low Income (START) - Transfer	2,741	482	\$0	\$0	\$0	\$0
Clipper - Senior	9,425	12,611	\$9,425	\$9,425	\$12,611	\$12,611
Clipper - Senior - Transfer	5,275	4,803	\$0	\$0	\$0	\$0
Clipper - SMART Transfer	2,202	5,137	\$661	\$0	\$1,541	\$0
Clipper - Youth	5,610	2,490	\$5,610	\$5,610	\$2,490	\$2,490
Clipper - Youth - Transfer	905	257	\$0	\$0	\$0	\$0
COM Pass	106,086	54,085	\$0	\$0	\$0	\$0
Comp - Child	33,987	12,393	\$0	\$0	\$0	\$0
Comp - Clipper Error	3,317	2,279	\$0	\$0	\$0	\$0
Comp - Employee	635	1,167	\$0	\$0	\$0	\$0
Comp - Homeward Bound	49,361	11,965	\$0	\$0	\$0	\$0
Comp - Other	78,104	28,480	\$0	\$0	\$0	\$0
Comp - Promo	23,096	8,422	\$0	\$0	\$0	\$0
Day Pass - Adult	1,053	351	\$2,064	\$2,064	\$689	\$689
Day Pass - Senior ADA	800	932	\$541	\$541	\$630	\$630



Fare Type	Minority Riders	Non-Minority Riders	Minority Fares Before Change	Minority Fares After Change	Non-Minority Fares Before Change	Non-Minority Fares After Change
Day Pass - Youth	23	0	\$34	\$34	\$0	\$0
MAFA Pass	7,020	7,020	\$0	\$0	\$0	\$0
Monthly Pass - Adult	180,464	60,206	\$122,148	\$122,148	\$40,751	\$40,751
Monthly Pass - Senior ADA	51,200	59,708	\$17,757	\$17,757	\$20,708	\$20,708
Transfer - ADA	3,841	5,309	\$0	\$0	\$0	\$0
Transfer - Adult	187,492	33,763	\$0	\$0	\$0	\$0
Transfer - Other	27,699	6,978	\$0	\$0	\$0	\$0
Transfer - Senior	36,050	21,754	\$0	\$0	\$0	\$0
Transfer - Youth	14,801	10,356	\$0	\$0	\$0	\$0
Underpayment	45,771	16,690	\$68,657	\$68,657	\$25,035	\$25,035
Youth Pass - Full Price	29,131	4,835	\$4,460	\$4,460	\$740	\$740
Youth Pass - Reduced Price	364,413	19,740	\$0	\$0	\$0	\$0
<b>Total</b>	<b>2,092,241</b>	<b>731,494</b>	<b>\$1,555,703</b>	<b>\$1,555,042</b>	<b>\$580,759</b>	<b>\$579,218</b>
<b>Average Fare</b>			<b>\$0.74</b>	<b>\$0.74</b>	<b>\$0.79</b>	<b>\$0.79</b>

**Table 3: Calculation of Average Fares and Proposed Fare Change for Low-Income and Non-Low-Income Riders**

Fare Type	Low-Income Riders	Non-Low-Income Riders	Low-Income Fares Before Change	Low-Income Fares After Change	Non-Low-Income Fares Before Change	Non-Low-Income Fares After Change
Cash - ADA	21,102	9,603	\$21,102	\$21,102	\$9,603	\$9,603
Cash - Adult	287,092	276,115	\$574,185	\$574,185	\$552,229	\$552,229
Cash - Senior	84,755	70,062	\$84,755	\$84,755	\$70,062	\$70,062
Cash - Youth	69,069	78,307	\$69,069	\$69,069	\$78,307	\$78,307
Clipper - ADA (RTC)	11,145	0	\$11,145	\$11,145	\$0	\$0
Clipper - ADA (RTC) - Transfer	4,275	0	\$0	\$0	\$0	\$0
Clipper - Adult	61,663	118,175	\$110,993	\$110,993	\$212,716	\$212,716
Clipper - Adult - Transfer	26,383	37,529	\$0	\$0	\$0	\$0
Clipper - Low Income (START)	5,746	0	\$5,746	\$5,746	\$0	\$0
Clipper - Low Income (START) - Transfer	3,223	0	\$0	\$0	\$0	\$0
Clipper - Senior	10,522	11,514	\$10,522	\$10,522	\$11,514	\$11,514
Clipper - Senior - Transfer	5,188	4,890	\$0	\$0	\$0	\$0
Clipper - SMART Transfer	1,835	5,504	\$550	\$0	\$1,651	\$0
Clipper - Youth	2,427	5,673	\$2,427	\$2,427	\$5,673	\$5,673
Clipper - Youth - Transfer	226	937	\$0	\$0	\$0	\$0
COM Pass	86,801	73,370	\$0	\$0	\$0	\$0
Comp - Child	22,916	23,464	\$0	\$0	\$0	\$0
Comp - Clipper Error	2,230	3,366	\$0	\$0	\$0	\$0
Comp - Employee	938	864	\$0	\$0	\$0	\$0
Comp - Homeward Bound	61,326	0	\$0	\$0	\$0	\$0
Comp - Other	52,661	53,923	\$0	\$0	\$0	\$0
Comp - Promo	15,572	15,946	\$0	\$0	\$0	\$0
Day Pass - Adult	678	726	\$1,330	\$1,330	\$1,423	\$1,423

Fare Type	Low-Income Riders	Non-Low-Income Riders	Low-Income Fares Before Change	Low-Income Fares After Change	Non-Low-Income Fares Before Change	Non-Low-Income Fares After Change
Day Pass - Senior ADA	1,022	710	\$691	\$691	\$480	\$480
Day Pass - Youth	0	23	\$0	\$0	\$34	\$34
MAFA Pass	14,039	0	\$0	\$0	\$0	\$0
Monthly Pass - Adult	116,300	124,370	\$78,718	\$78,718	\$84,181	\$84,181
Monthly Pass - Senior ADA	65,429	45,479	\$22,692	\$22,692	\$15,773	\$15,773
Transfer - ADA	7,123	2,027	\$0	\$0	\$0	\$0
Transfer - Adult	128,794	92,461	\$0	\$0	\$0	\$0
Transfer - Other	20,465	14,212	\$0	\$0	\$0	\$0
Transfer - Senior	43,143	14,661	\$0	\$0	\$0	\$0
Transfer - Youth	9,898	15,259	\$0	\$0	\$0	\$0
Underpayment	30,861	31,600	\$46,291	\$46,291	\$47,400	\$47,400
Youth Pass - Full Price	0	33,966	\$0	\$0	\$5,200	\$5,200
Youth Pass - Reduced Price	384,152	0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>1,658,999</b>	<b>1,164,736</b>	<b>\$1,040,217</b>	<b>\$1,039,667</b>	<b>\$1,096,245</b>	<b>\$1,094,593</b>
<b>Average Fare</b>			<b>\$0.63</b>	<b>\$0.63</b>	<b>\$0.94</b>	<b>\$0.94</b>

## Data Sources

The data in the above tables come from three sources: Marin Transit's fare data, the Marin Transit on-board rider survey, and the SMART on-board rider survey. The fare data was used to determine the number of passenger trips using each fare type. The on-board rider surveys were used to determine the percentage of riders that are minority and low-income<sup>1</sup> for each fare type. The SMART on-board rider survey was used for the Clipper – SMART Transfer fare type, because the Marin Transit on-board rider survey was conducted in spring 2017, before SMART was in operation. All other fare types use the Marin Transit on-board rider survey.

The SMART on-board survey was conducted in 2018, and the agency has since reduced their fares. This fare reduction has likely altered the demographics of SMART's riders, and therefore the demographics of SMART riders who transfer to Marin Transit. By using the demographics from the 2018 survey, this analysis conservatively assumes that a relatively lower percentage of minority and low-income riders will experience the benefits of the proposed fare reduction associated with the Regional Transfer Pilot.

## Impact Assessment

The purpose of this impact assessment is to determine whether the benefits of the fare reduction associated with the Regional Transfer Pilot would disproportionately benefit non-minority or non-low-income riders. To answer that question, this assessment looks at the average fare paid by minority, non-minority, low-income, and non-low-income riders, as calculated in the tables above. Table 4 below takes those average fares, calculates the percent change under the proposal, and then examines whether the difference in percent changes between minority and non-minority riders, or between low-income and non-low-income riders, represents a disparate impact or disproportionate burden.

**Table 4: Average Fare Change and Impact Analysis**

	Minority Riders	Non-Minority Riders	Low-Income Riders	Non-Low-Income Riders
Current Average Fare	\$0.7436	\$0.7939	\$0.6270	\$0.9412
Average Fare Under Proposed Change	\$0.7432	\$0.7918	\$0.6267	\$0.9398
% Change in Average Fare	-0.04%	-0.27%	-0.05%	-0.15%
Difference in Percent Change Between Minority/Low-Income and Non-Minority/Non-Low-Income Riders	0.22%		0.10%	
Disparate Impact/Disproportionate Burden Threshold	20%		20%	
Results	No Disparate Impact		No Disproportionate Burden	

<sup>1</sup> Some fare types are income qualified (such as Clipper START and the reduced-price youth pass). For these fare types, the on-board rider survey was only used to determine the percentage of minority riders.

As demonstrated in Table 4, the differences in benefit to non-minority and non-low-income riders under the proposed Regional Transfer Pilot fare change fall well below Marin Transit's established disparate impact and disproportionate burden thresholds. Therefore, the proposed fare change would result in neither a disparate impact on minority riders nor a disproportionate burden on low-income riders.

## **Regional Transfer Pilot Public Outreach & Timeline**

As stated in Marin Transit's [Public Hearing Policy](#), all fare changes require a public hearing. At the Board of Directors meeting on September 9, 2024, the Board will consider holding a public hearing on the Regional Transfer Pilot proposal on October 7, 2024. Following the public hearing, the Board is expected to consider adoption of the proposal in November 2024.



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September 9, 2024

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

**Subject: Performance Monitoring**

Dear Board Members:

### **Recommendation**

Approve new service typologies and performance targets.

### **Summary**

As part of the Short Range Transit Plan process, staff have examined the District's adopted service typologies and performance targets. As fixed-route ridership has completely recovered from the COVID-19 pandemic, the time is right to update the typologies and targets.

The proposal presented here consolidates the Local Trunkline, Local Basic, and Local Connector typologies into two typologies: Local and Community; this conforms to regional definitions of local and community routes. The routes within each typology offer similar levels of service at peak hours and share productivity targets. The proposal also removes the Recreational typology due to changes in recent years to the nature of the Muir Woods Shuttle.

The proposal largely keeps current productivity (passengers per hour) targets, but updates subsidy per passenger targets to be realistic and useful targets in light of current costs, which have escalated rapidly since COVID for Marin Transit and peer agencies. Table 4 below details the proposal.

### **Background**

The Short Range Transit Plan (SRTP) provides Marin Transit with a framework for service and capital planning over a ten-year period. The plan is integral to the District's operations, as it provides not only guidance for near-term service and capital planning efforts, but the ten-year projections offer insight into upcoming challenges the District may face, such as funding shortfalls, that allow near-term service and capital planning to begin to respond to these long-term challenges.

The Metropolitan Transportation Commission (MTC) and Measure AA require regular updates to the SRTP. District staff expect an update to be due this fiscal year and have begun work on updating the plan. One component of the SRTP is performance monitoring, which is the focus of this letter.



In April 2018, your Board approved a set of performance targets against which Marin Transit monitors the performance of our services. These targets are used in the quarterly reports, annual report, and the SRTP. During the height of the COVID-19 pandemic, ridership plummeted, and Marin Transit services did not meet any of the adopted targets. However, now that fixed route ridership has fully recovered (FY24 Q4 saw 99% of pre-COVID ridership on fixed route services), staff believe that the time is right to revisit these targets and ensure that they still serve as useful benchmarks for our services.

### Current Typologies and Targets

Table 1 below is excerpted from the quarterly performance report; it lays out the current service typologies and associated targets. Although some typologies met their productivity (unlinked passenger trips per hour) targets in FY24 Q4, staff do not believe that these route groupings make sense given service and performance changes that have happened since 2018. Therefore, measuring against these targets in these groupings is not currently a useful measure for evaluating performance and making service adjustments. Furthermore, no typologies (and only one route) met their subsidy targets in Q4.

**Table 1: Current Productivity and Subsidy Goals by Service Typology**

Service Typology	Routes	Unlinked Passenger Trips per Hour (at or above)	Subsidy per Passenger Trip (at or below)
Local Trunkline	35, 36, 71	20	\$5.00
Local Basic	17, 22, 23, 29, 49, 57	18	\$7.25
Local Connector	219, 228, 233, 245	8	\$10.00
Supplemental	613, 619, 625, 654	20 per trip	\$3.25
Rural	61, 68	6	\$13.25
Recreational	Muir Woods Shuttle	25	\$3.25
Demand Response	Local Paratransit, Marin Access Shuttles	2	\$38.50

### Rethinking Service Typologies

Staff formed a Service Typologies and Targets working group to discuss how best to re-envision service typologies to form useful route groupings for the purposes of performance monitoring. In addition to a general desire to simplify the typologies, the working group identified four main considerations for grouping routes into typologies:

- Conforming to regional route categorization: Most Marin Transit bus routes fall into the category of Local or Community according to the regional service typology established by MTC<sup>1</sup>

<sup>1</sup> Per the MTC definition: Local routes generally operate every day, 7 days per week, with consistent frequency, and typically operate at least every 30 minutes during peak hours. Community routes generally serve lower density areas that may be difficult to serve with larger vehicles and/or have lower frequencies, often serving localized transit needs and potentially with limited hours.



- Similar service levels: Most Marin Transit bus routes operate either 30-minute or 60-minute headways during peak hours.
- Similar ridership levels (“major” vs “minor” routes)
- Similarity of destinations served (major vs. minor destinations or major vs. minor corridors)

The working group determined that Supplemental and Rural continued to make intuitive sense as standalone typologies. Demand Response was not included in this discussion because it does not pertain to fixed route transit services; it will continue to be a standalone typology. Finally, the group determined that, due to changes in the nature of the Muir Woods Shuttle in recent years (formerly Route 66), Recreational should no longer be considered a typology (similar to Yellow Bus, which is not considered a typology).

Table 2 below shows the proposed typologies the working group recommends based on the above criteria. All routes in the new Local and Community typologies would be considered Local and Community, respectively, by the regional definition, and have 30-minute<sup>2</sup> or 60-minute headways, respectively, during peak hours.

**Table 2: Proposed Service Typologies**

Service Typology	Routes
Local	17, 22, 23, 35, 36, 49, 71
Community	219, 228, (2)29, 233, 245, (2)57*
Supplemental	613, 619, 625, 654
Rural	61, 68
Demand Response	Local Paratransit, Marin Access Shuttles

\*The parenthetical numbers on routes (2)29 and (2)57 indicate proposed renaming of those routes to fit in with the new typological organization. These routes would not need to be renamed immediately, and this change could be rolled into a larger service change in the future.

### Rethinking Performance Targets

Generally, staff set performance targets as typology-wide targets rather than individual route targets. Bus routes operate together as part of a larger system, and the question that needs to be monitored is whether the system and its major subcomponents (typologies) are performing well. There is naturally a wide range of productivity levels among Marin Transit routes, and to be useful as benchmarks, the targets need to be meaningful. One target cannot be meaningful for every Local or Community route, but it can be a useful way to look at each typology as a whole.

The two targets for each typology are: Productivity (unlinked passenger trips per revenue hour) and subsidy per passenger targets. These are each discussed below.

<sup>2</sup> Route 35 exceeds this standard and has 15-minute headways during peak hours.





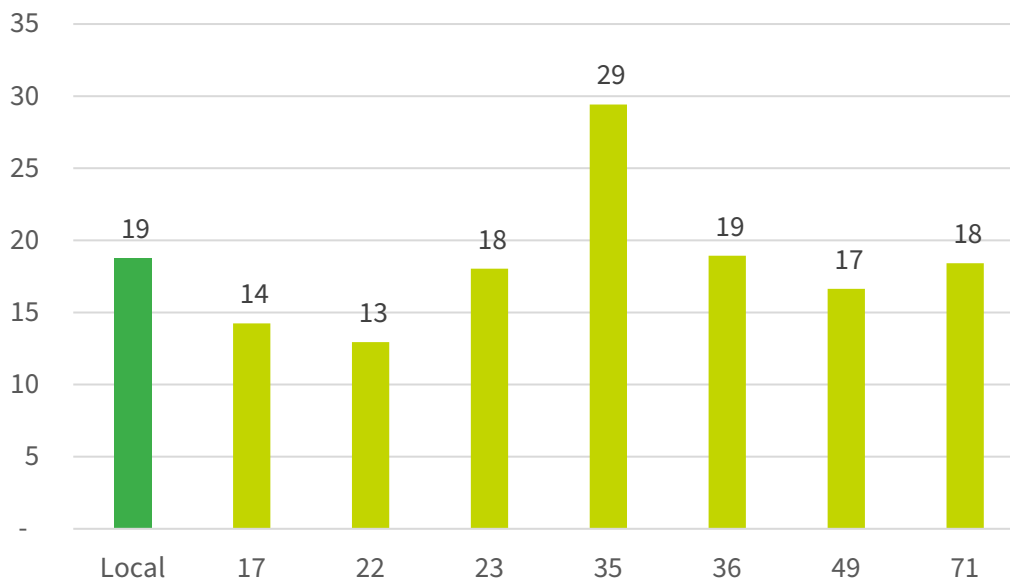
## Productivity

### Local

The routes in the proposed Local typology averaged 19 passengers per hour in FY24. Individual routes ranged from 13 to 29 passengers per hour, as shown in Figure 1 below. The working group recommends a productivity target of 18 passengers per hour for the Local typology. This target would:

- Retain the existing target of 18 passengers per hour from the current Local Basic typology
- Require the typology to maintain its current level of performance by setting the target close to current levels
- Serve as a useful benchmark for routes in the typology. Most routes fall close to the proposed target (ranging from 13 to 19 passengers per hour); Route 35 is a uniquely high ridership and productive route.

**Figure 1: FY24 Local Productivity – Passengers per Hour**



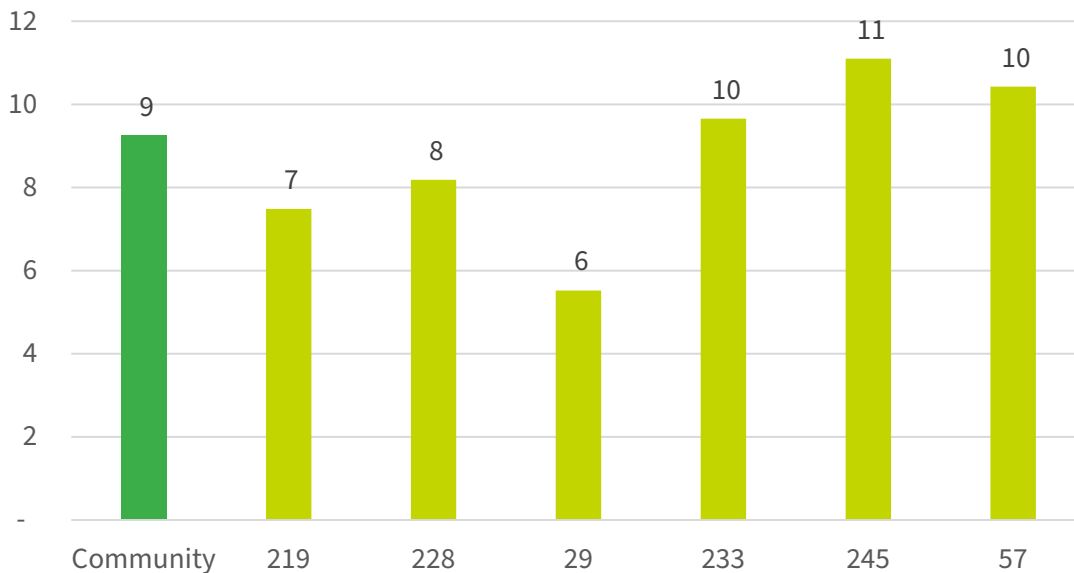
### Community

The routes in the proposed Community typology averaged 9 passengers per hour in FY24. Individual routes ranged from 6 to 11 passengers per hour, as shown in Figure 2 below. The working group recommends a productivity target of 8 passengers per hour for the Community typology. This target would:

- Retain the existing target of 8 passengers per hour from the current Local Connector typology
- Require the typology to maintain its current level of performance by setting the target close to current levels
- Serve as a useful benchmark for routes in the typology, as most routes fall close to the proposed target



**Figure 2: FY24 Community Productivity – Passengers per Hour**



*Rural and Supplemental*

The working group recommends keeping the productivity targets the same for these two typologies. Ridership patterns have not changed significantly on the Rural routes since COVID, and the 6 passengers per hour standard is still a useful benchmark for evaluating service. Supplemental routes have changed significantly since COVID; driver shortage issues and more similar start times between schools (making it more difficult for one driver to serve multiple schools) have forced the District to reduce supplemental service. Furthermore, the June 2023 service changes improved service to schools on Local and Community routes, reducing the need for Supplemental service. Given the limited resources that remain for Supplemental service, staff recommend retaining the 20 passengers per trip standard, even though the typology as a whole is not currently meeting that target.

**Subsidy per Passenger**

Operational costs have accelerated far more rapidly than was anticipated in the 2018 performance target update. This is primarily due to the following:

- The driver shortage has pushed transit agencies to increase driver salaries
- Fuel costs have risen rapidly
- The lack of an operations and maintenance facility reduces Marin Transit’s competitiveness in purchasing transportation services
- Inflation has been high since COVID

Figure 3 below shows the FY24 average subsidy per passenger for the routes in each proposed service typology. In determining proposed subsidy targets, the working group considered the following factors:

- Increasing targets to realistically allow for current costs
- Adopting targets that are competitive with peer transit agencies
  - The working group primarily looked at peers such as County Connection and AC Transit (as a somewhat comparable larger agency) when considering costs.



- Adopting a cost escalation that will allow the proposed targets to stay useful into the future, but will also hold the District accountable to keep costs in line with larger regional or national trends (as opposed to indexing against an internal contract cost escalation)

**Figure 3: FY24 Subsidy per Passenger by Proposed Typology**

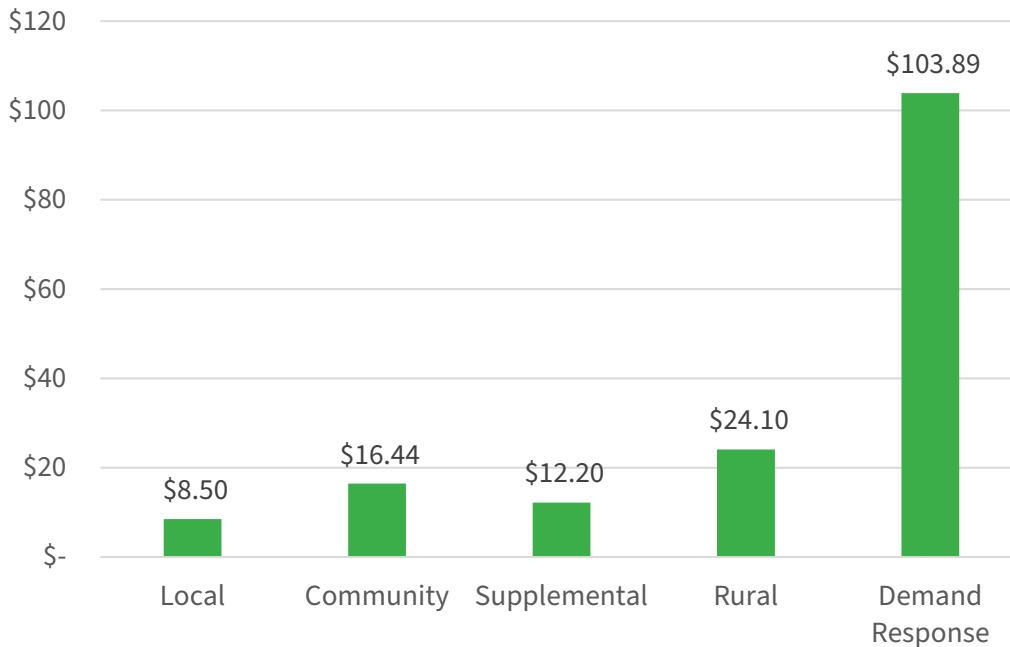


Table 3 below shows the proposed subsidy targets and compares them to the current targets. Most proposed subsidy targets are roughly double the previous targets. The exceptions are Supplemental and Demand Response.

Supplemental service is difficult and expensive to deliver due to operating only at school drop off and pick up times, i.e. we need a full vehicle and driver that can only operate a small handful of trips, and at a time when there is significant demand for other service (peak hours). One significant development since the 2018 adopted targets is the state regulation of school start times, which has forced several schools to start at the exact same time and limits our ability to have one driver/vehicle serve multiple schools on Supplemental service. Based on rider feedback, staff believe reliable Supplemental service is invaluable to the riders that use it, and that it is worth accommodating the unique nature of operations despite the high costs.

Demand Response ridership has not recovered from COVID at the same rate as fixed route bus ridership. Staff presented to your Board on this topic at the August 2024 Board meeting. Although revenue hours on Demand Response services fluctuate with ridership, the fixed fee associated with the District's Demand Response operations contract does not. Lower ridership means the fixed fee is being spread over fewer trips, which means the subsidy per trip is significantly higher than pre-COVID.



**Table 3: Subsidy per Passenger Targets by Service Typology**

Current Service Typology	Current Subsidy Target (at or below)	Proposed Subsidy Target (at or below)	Percent Increase
Local Trunkline	\$5.00	Local: \$10.00 Community: \$17.50	75%-100%
Local Basic	\$7.25		
Local Connector	\$10.00		
Supplemental	\$3.25	\$15.00	362%
Rural	\$13.25	\$27.50	108%
Recreational	\$3.25	N/A	N/A
Demand Response	\$38.50	\$100.00	160%

**Proposed Typologies and Performance Targets**

Table 4 below summarizes the working group’s proposal. The subsidy targets would be escalated annually based on the Transportation Services Consumer Price Index<sup>3</sup> (for reference, this would have been 8.8% for FY25).

**Table 4: Proposed Productivity and Subsidy Targets by Service Typology**

Service Typology	Routes	Passengers per Hour (at or above)	Subsidy per Passenger (at or below)
Local	17, 22, 23, 35, 36, 49, 71	18	\$10.00
Community	219, 228, (2)29, 233, 245, (2)57	8	\$17.50
Supplemental	613, 619, 625, 654	20 per trip	\$15.00
Rural	61, 68	6	\$27.50
Demand Response	Local Paratransit, Marin Access Shuttles	2	\$100.00

If approved by your Board, staff plans to include the revised typologies and performance targets in the Short Range Transit Plan update and future quarterly and annual performance reports.

**Fiscal/Staffing Impact**

None.

<sup>3</sup> The US Bureau of Labor Statistics releases a monthly update to the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category (Table 1). The transportation services expenditure category is the most aligned with Marin Transit. At the start of each fiscal year, the targets would be escalated based on the July update of this table.



Respectfully Submitted,

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

Asher Butnik  
Senior Transit Planner

**Attachment A:** Performance Monitoring Presentation



# Performance Monitoring

**APPROVE NEW SERVICE  
TYPOLOGIES AND PERFORMANCE  
TARGETS**



September 9, 2024

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

# Agenda

- 01 Background:** What and why do we monitor?
- 02 Current Performance:** How are we doing?
- 03 Proposal:** How do we stay on track?





# Background

*What and why do we monitor?*



# Current Typologies & Targets

## What do we monitor?

**Table 1: Current Productivity and Subsidy Goals by Service Typology**

Service Typology	Routes	Unlinked Passenger Trips per Hour (at or above)	Subsidy per Passenger Trip (at or below)
Local Trunkline	35, 36, 71	20	\$5.00
Local Basic	17, 22, 23, 29, 49, 57	18	\$7.25
Local Connector	219, 228, 233, 245	8	\$10.00
Supplemental	613, 619, 625, 654	20 per trip	\$3.25
Rural	61, 68	6	\$13.25
Recreational	Muir Woods Shuttle	25	\$3.25
Demand Response	Local Paratransit, Marin Access Shuttles	2	\$38.50

# Service Review, Development, & Implementation

## Why do we monitor?

- **Service Review Committee**

- Meets monthly
- Reviews service needs based on three inputs:
  - Customer feedback
  - Service performance (measured against adopted targets)
  - Operational issues (on-time performance, missed trips, regional transit coordination, etc.)

- **Service Implementation Committee**

- Meets monthly for the four months preceding semiannual service changes
- Develops service changes in response to issues identified by Service Review Committee
- Implements service changes



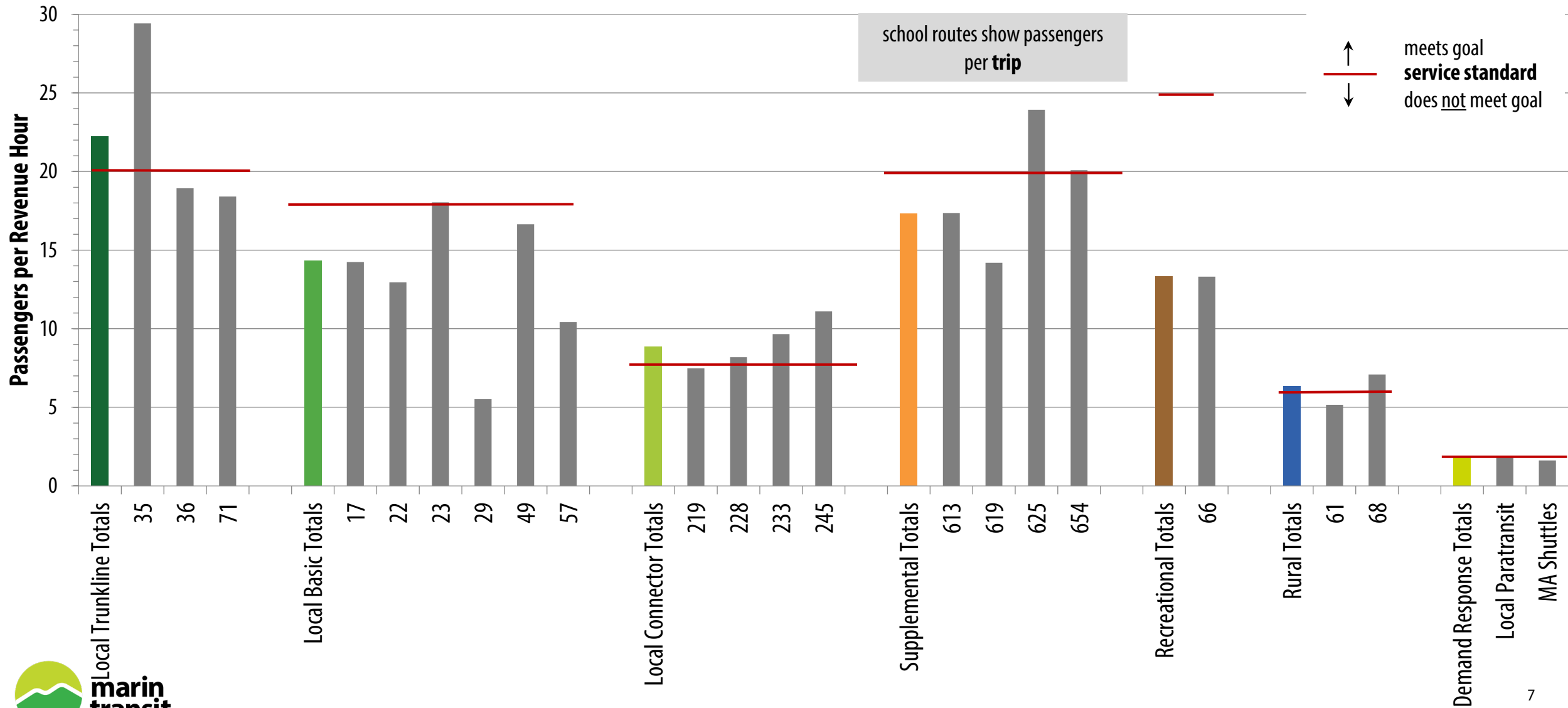
These are both staff level, interdepartmental, multi-disciplinary groups



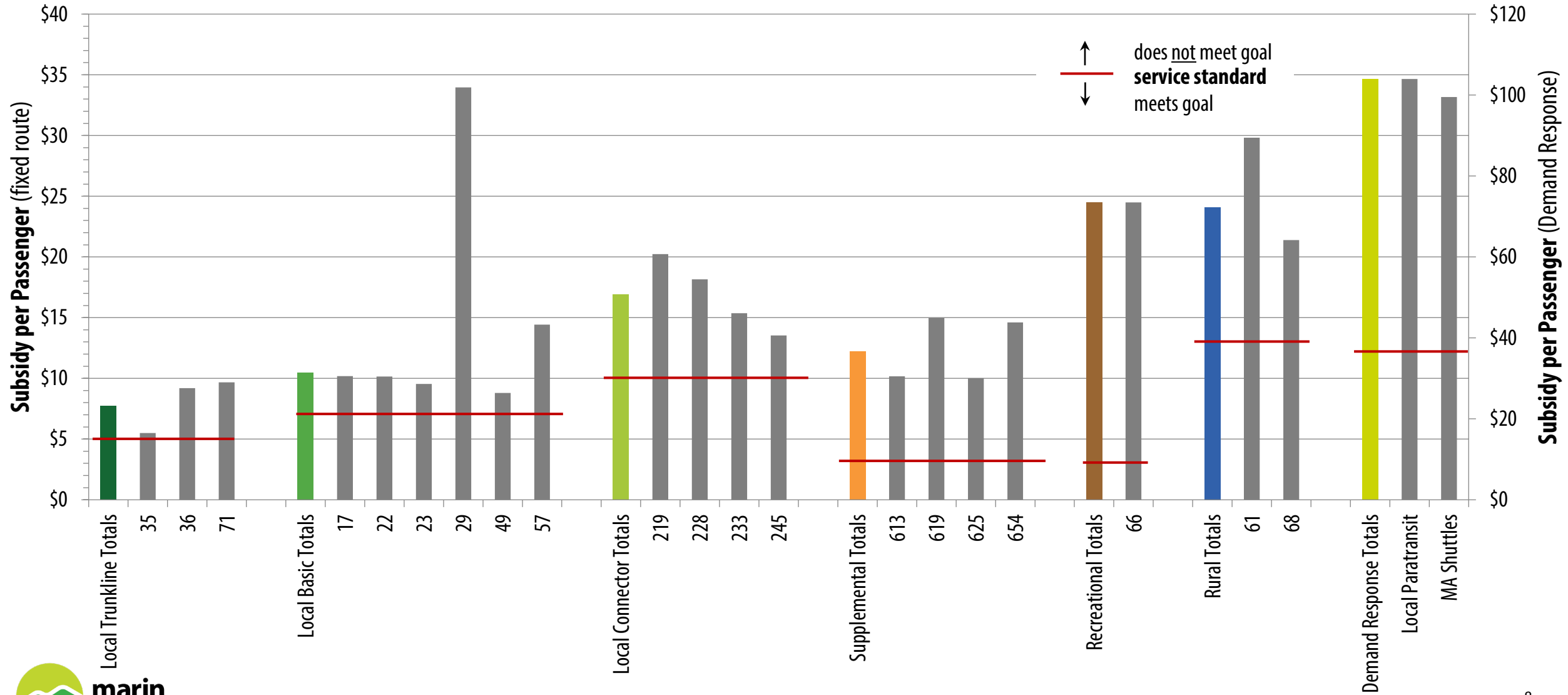
# Current Performance

*How are we doing?*

# FY24 Productivity (passengers per revenue hour)



# FY24 Cost Efficiency (subsidy per passenger)





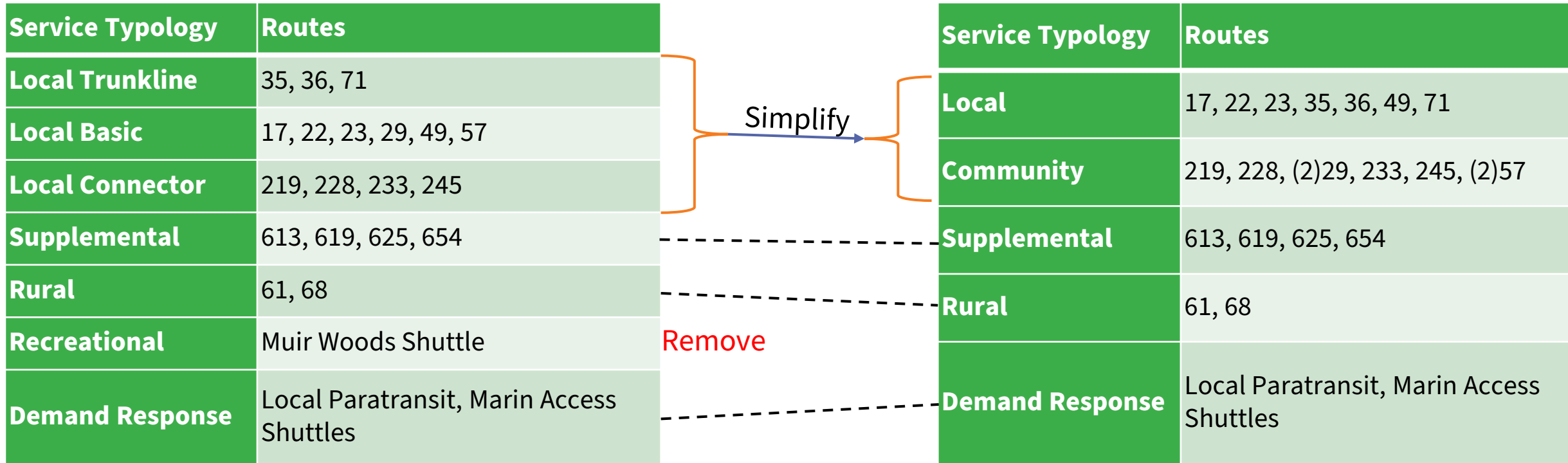
# Proposal

*How do we stay on track?*

# Step 1: Rethink & simplify service typologies

- Conformity to regional route categorization
  - Our routes largely fall within “local” and “community” under regional definitions
- Similar service levels
  - Most routes either operate 30-minute or 60-minute headways during peak hours
- Similar ridership levels (“major” vs “minor” routes)
- Similarity of destinations served (major vs minor destinations, or on major vs minor corridors)

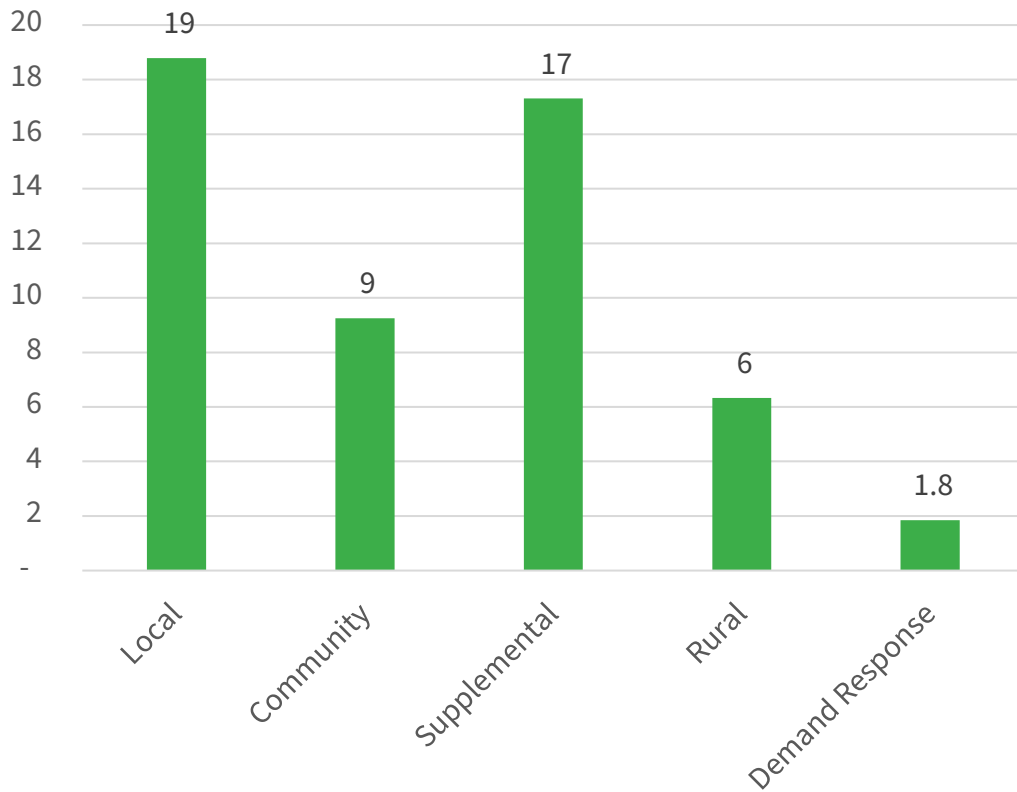
# Proposal Part A: Create new service typologies



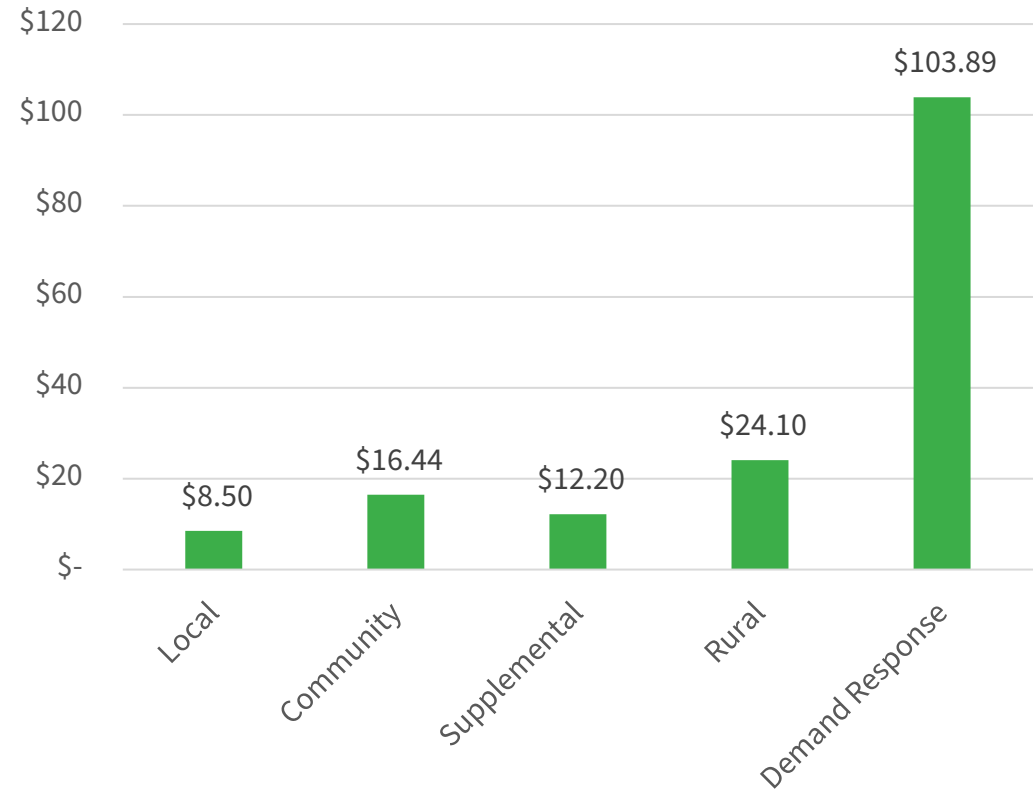


# Step 2: Examine performance of routes organized into the new typologies

FY24 Productivity

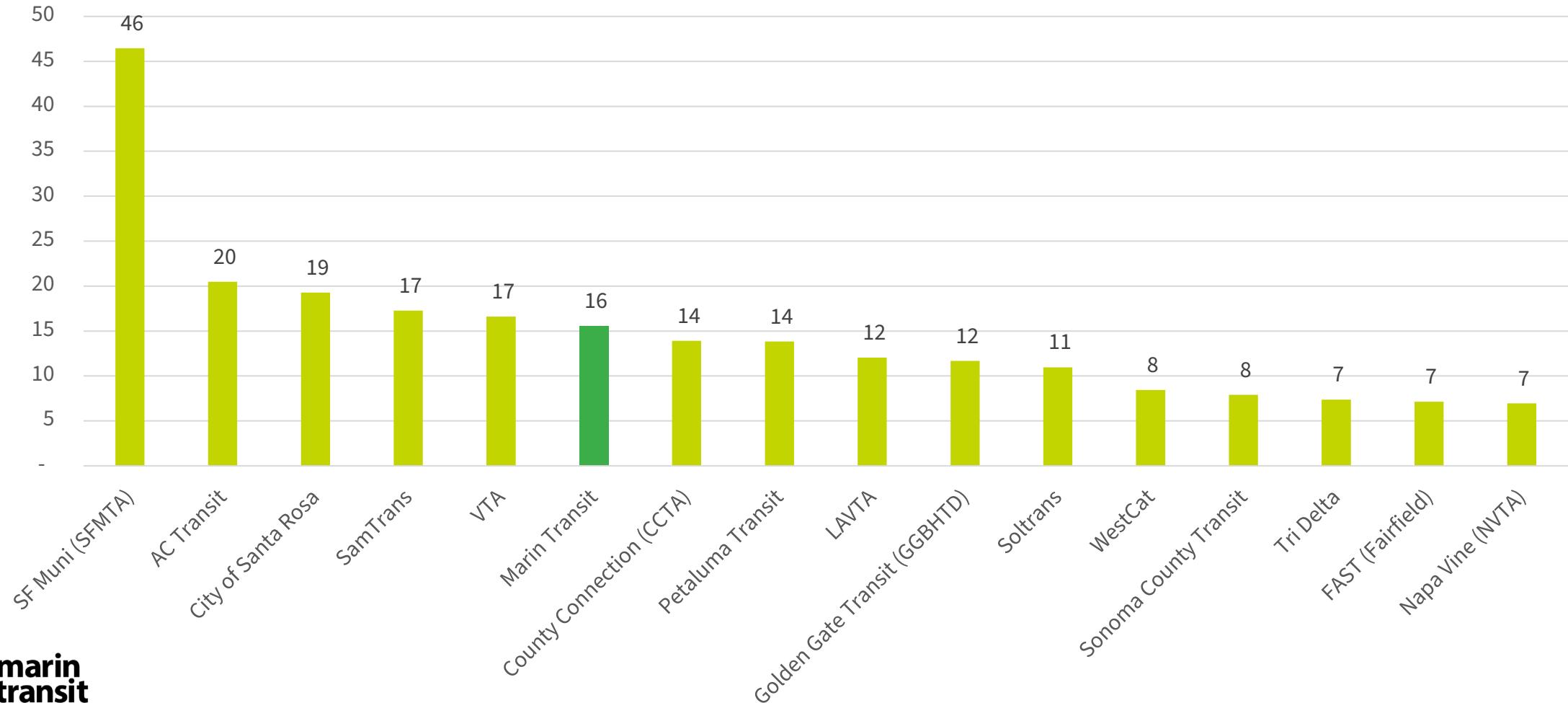


FY24 Subsidy per Passenger



# Step 3: Compare to peer agencies

FY24 Systemwide Motorbus Productivity



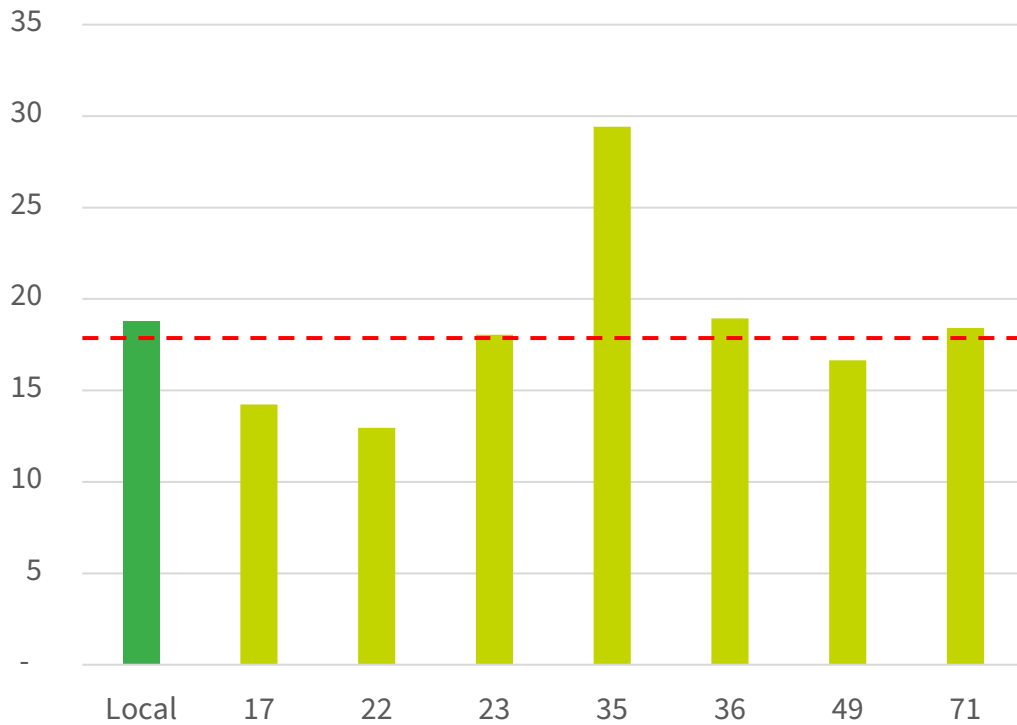
# Proposal Part B: Establish new service targets

Service Typology	Routes	Passengers per Hour (at or above)	Subsidy per Passenger (at or below)
<b>Local</b>	17, 22, 23, 35, 36, 49, 71	18	\$10.00
<b>Community</b>	219, 228, (2)29, 233, 245, (2)57	8	\$17.50
<b>Supplemental</b>	613, 619, 625, 654	20 per trip	\$15.00
<b>Rural</b>	61, 68	6	\$27.50
<b>Demand Response</b>	Local Paratransit, Marin Access Shuttles	2	\$100.00

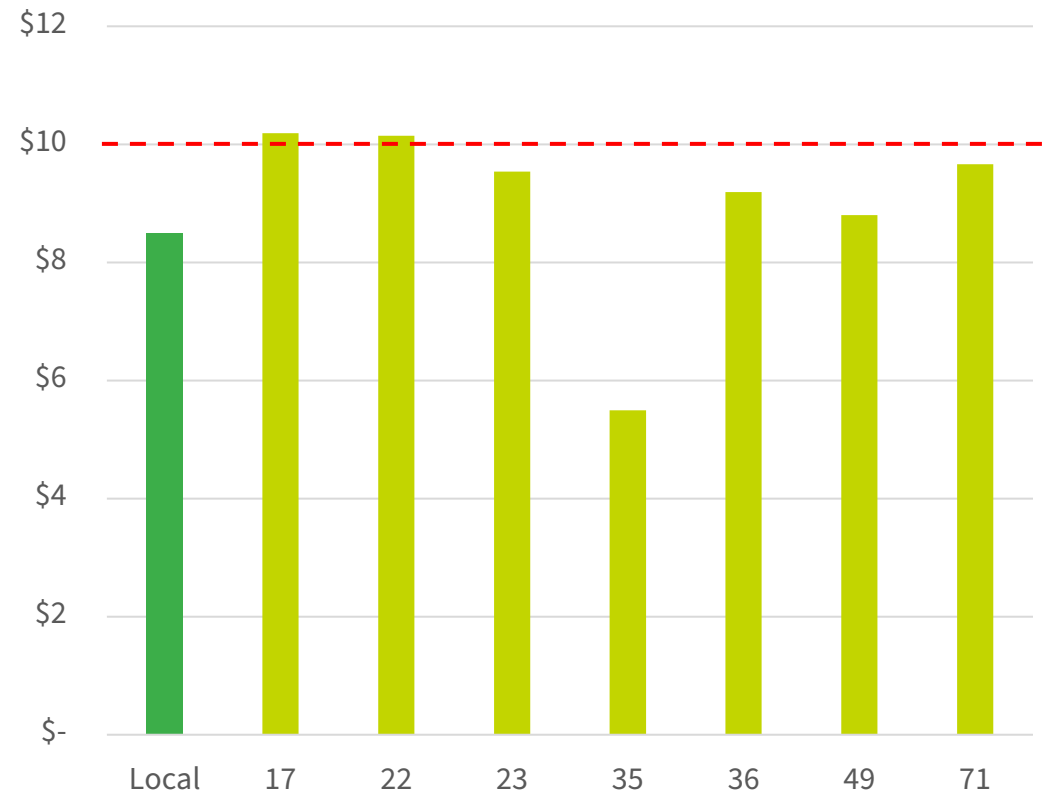
Subsidy targets shall be adjusted annually based on Transportation Services Consumer Price Index (for reference: 8.8% in July 2024)

# Sample: Deep dive if routes within typologies are not meeting targets

Sample: Local Productivity  
(passengers/hour)



Sample: Local Subsidy per Passenger





# Thank you

## CONTACT

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