



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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

AGENDA

Monday, June 3, 2019

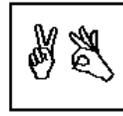
10:00 a.m. Convene as the Marin County Transit District Board of Directors

1. Open Time for Public Expression (limited to three minutes per speaker on items not on the Transit District's agenda)
2. Board of Directors' Matters
3. General Manager's Report
 - a. General Manager's Oral Report
 - b. Monthly Monitoring Report for March
4. Consent Calendar
 - a. Minutes for May 6, 2019
 - b. Marin Transit Third Quarter Financial Report FY 2018/19
 - c. Marin Transit Third Quarter Performance Report FY 2018/19
 - d. Amendment to Agreement with Coastside Concrete for Bus Stop Improvements
 - e. Contract with Mill Valley Refuse Service, Inc. for Portable Toilet Rental and Cleaning Services
 - f. Marin Transit Passenger Code of Conduct
 - g. Authorizing Resolution and Project List for State of Good Repair Program

Recommended Action: Approve.
5. Marin County Transit District Final Operating and Capital Budget for FY 2019/20

Recommended Action: Approve FY 2019/20 budget.
6. Funding Agreements for Yellow School Bus Programs

Recommended Action: Authorize the General Manager to execute agreements with the five recipients of Measure AA funds to support existing yellow bus programs.



All Marin Transit public meetings are conducted in accessible locations. Copies of documents are available in accessible formats upon request. If you require Translation Assistance, American Sign Language Interpreters, Assistive Listening Devices or other accommodations to participate in this meeting, you may request them by calling (415) 226-0855 (voice) or contact the California Relay Service by dialing 711 to connect to the telephone listed above. **Requests must be received no less than five working days prior to the meeting to help ensure availability.** For additional information, visit our website at <http://www.marintransit.org>

Late agenda material can be inspected in the office of Marin Transit, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The office is located at 711 Grand Avenue, Suite 110, San Rafael, CA 94901.

Todas las reuniones públicas de Marin Transit se llevan a cabo en lugares accesibles. Están disponibles copias de los documentos en formatos accesibles, a solicitud. Si usted requiere ayuda con la traducción, intérpretes de Lenguaje Americano de Señas, dispositivos de ayuda auditiva, u otras adaptaciones para participar en esta reunión, puede solicitarlas llamando al (415) 226-0855 (voz) o comunicarse con el Servicio California Relay marcando al 711 para conectarse al número de teléfono mencionado. **Las solicitudes deben recibirse a más tardar cinco días laborables antes de la reunión para ayudar a asegurar la disponibilidad.** Para obtener información adicional, visite nuestro sitio web en <http://www.marintransit.org>

Material de agenda de última hora puede ser inspeccionado en la oficina de Marin Transit, entre las horas de 8:00 am y 5:00 pm. La oficina está ubicada en 711 Grand Avenue, Suite 110, San Rafael, CA 94901.



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June 3, 2019

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

SUBJECT: General Manager Report – Monthly Report: March 2019

board of directors

Dear Board Members:

damon connolly
president
supervisor district 1

RECOMMENDATION: This is a recurring information item.

dennis rodoni
vice president
supervisor district 4

SUMMARY: The attached monthly report provides an overview of Marin Transit operations for the month ending March 31, 2019. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

kate colin
2nd vice president
city of san rafael

Overall ridership in March 2019 decreased by 1.9 percent compared to March 2018. Ridership on fixed-route services decreased by 1.8 percent compared to the same month last year. Ridership on Marin Access services increased by 6.4 percent, and ridership on yellow bus services decreased by 12.4 percent.

judy arnold
director
supervisor district 5

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 <http://marintransit.org/monitoringreports.html>.

stephanie moulton-peters
director
city of mill valley

FISCAL/STAFFING IMPACT: None associated with this report.

katie rice
director
supervisor district 2

Respectfully submitted,

Nancy Whelan
General Manager

kathrin sears
director
supervisor district 3

Attachments

eric lucan
alternate
city of novato

Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

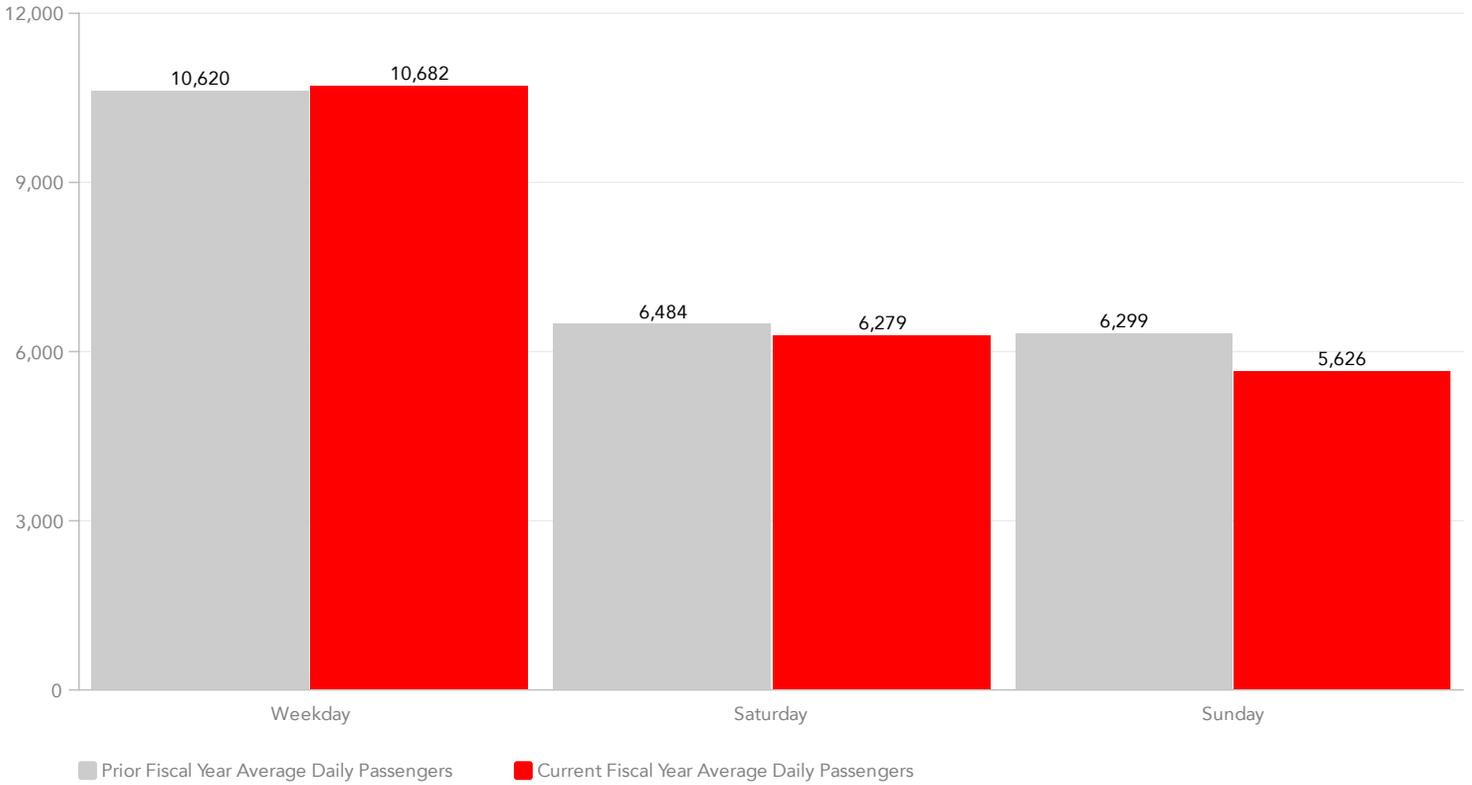


Monthly Statistics

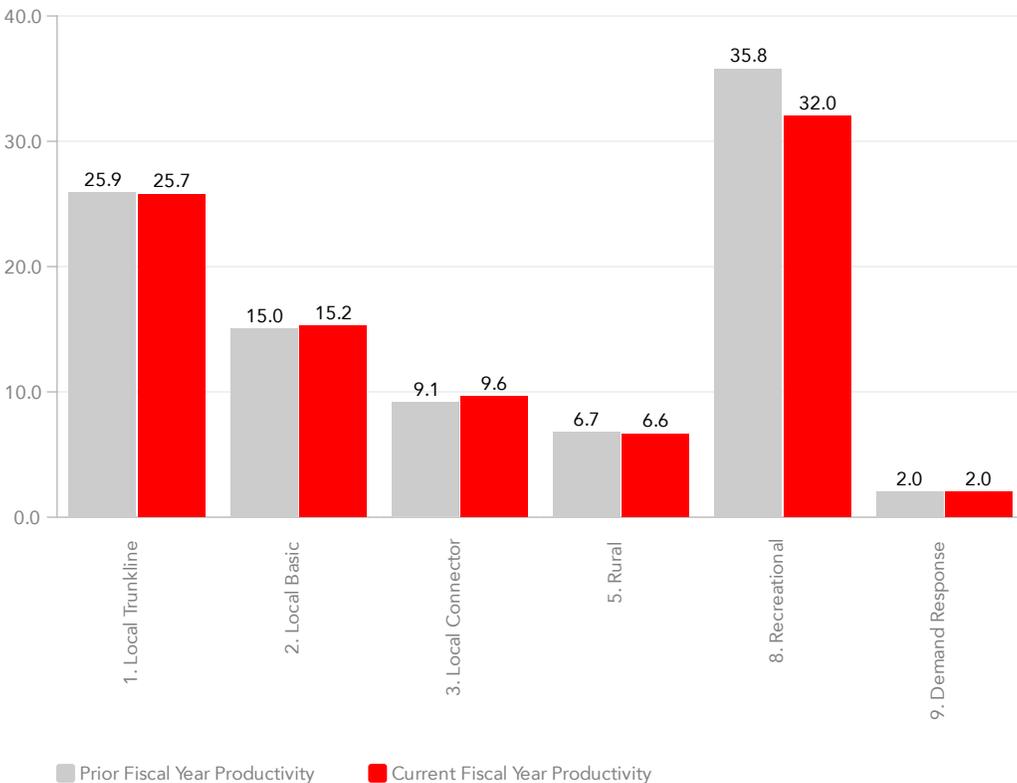
MONTH

March

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



Route Typologies

- 1. Local Trunkline:
Routes 35, 36, 71X
- 2. Local Basic:
Routes 17, 22, 23, 23X, 29, 49
- 3. Local Connector:
Routes 219, 228, 233, 245, 251, 257
- 5. Rural:
Routes 61, 68
- 8. Recreational:
Routes 66/66F
- 9. Demand Response:
Local Paratransit, Novato Dial-A-Ride, Rural Dial-A-Ride



Month: March 2019		Program							Total
Category	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide		
Commendation	3	1	0	0	6	1	0	11	
Service Delivery Complaint	31	8	7	1	4	0	0	51	
Accessibility	1	0	0	0	0	0	0	1	
Driver Conduct Complaint	11	1	1	0	2	0	0	15	
Driving Complaint	4	0	2	0	0	0	0	6	
Early Trip	3	0	0	0	0	0	0	3	
Equipment Issue	0	0	0	0	1	0	0	1	
Farebox	0	0	0	0	0	0	0	0	
Late Trip	1	2	1	1	0	0	0	5	
Missed Connection	0	0	0	0	0	0	0	0	
Missed Trip	0	0	1	0	1	0	0	2	
No-Show	1	0	2	0	0	0	0	3	
Off-Route	1	3	0	0	0	0	0	4	
Pass-Up Complaint	9	2	0	0	0	0	0	11	
Service Structure Complaint	0	1	0	0	2	2	1	6	
Bus Stop Improvement Request	0	1	0	0	0	0	0	1	
Fares	0	0	0	0	0	0	0	0	
Other Complaint	0	0	0	0	0	0	1	1	
Scheduling Complaint	0	0	0	0	1	2	0	3	
Service Improvement Suggestion	0	0	0	0	1	0	0	1	
Safety Complaint	0	0	0	0	0	0	0	0	

Total Service Hours	9,139	3,584	1,854	889	5,977	-	23,019	23,019
Commendations per 1,000 Hours	0.3	0.3	0.0	0.0	1.0	-	0.0	0.5
Complaints per 1,000 Hours	3.4	2.5	3.8	1.1	1.0	-	0.0	2.5

Total Passengers	178,386	34,382	22,596	35,305	12,181	2505	285,355	285,355
Commendations per 1,000 Passenger	0.0	0.0	0.0	0.0	0.5	0.4	0.0	0.0
Complaints per 1,000 Passengers	0.2	0.3	0.3	0.0	0.5	0.8	0.0	0.2

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, May 6, 2019 at 10:02 A.M.

Roll Call

Present: President Damon Connolly, Vice President Rodoni, Second Vice President Colin, Director Arnold, Director Rice, Director Sears

Absent: Director Stephanie Moulton-Peters

Director Lucan was in attendance as a voting member

President Connolly opened the meeting at 10:02 am.

1. [Open Time for Public Expression \(limited to three minutes per speaker on items not on the Transit District's agenda\)](#)

President Connolly asked if any member of the public wished to speak. Seeing none he called for Board of Directors' Matters.

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

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

3. [General Manager's Report](#)

Staff Report

- a. [General Manager's Oral Report](#)
- b. [Monthly Monitoring Report for February](#)

General Manager Nancy Whelan reported that the Civil Grand Jury released its report on Wildfire Preparedness. The report recommended the creation of a joint powers authority to coordinate a comprehensive approach to preignition planning. Ms. Whelan also reported that the final interim improvements for the San Rafael Transit Center are nearing completion. Buses were reassigned to their new bays on Thursday, April 25. Marin Transit is coordinating with SMART and the City of San Rafael on routing bus services when SMART closes Second and Third Street. SMART track work will require full closure of each street to construct the extension south of the transit center.

General Manager Nancy Whelan reported overall ridership in February 2019 decreased by 10.4 percent compared to February 2018. Ridership on fixed-route services decreased by 11 percent compared to the same month last year. Ridership on Marin Access services increased by 2.9 percent, and ridership on yellow bus services decreased by 12.7 percent.

President Damon Connolly asked staff to reconvene the Ad-hoc Committee on Facility Sighting. The ad-hoc committee will assist staff in their efforts to identify and evaluate potential sites for an operations and maintenance facility. The ad hoc committee members are Directors Kate Sears, Stephanie Moulton-Peters, and Eric Lucan. Director Kate Colin will serve as an alternate.

4. [Consent Calendar](#)

- a. [Minutes for April 1, 2019](#)
- b. [Second Amendment to Agreement with MITTERA Group for printing services for an amount not exceed \\$45,000](#)
- c. [Second Amendment to Agreement with Whistlestop Program for an amount not to exceed #319,957](#)
- d. [Resolution Authorizing the Filing of an Application with the Metropolitan Transportation Commission for Transportation Development Act/State Transit Assistance Funds for Fiscal Year 2019/20](#)
- e. [Marin Transit Legislative Program Activities](#)

Recommended Action: Approve.

M/s: Director Sears - Director Arnold

Ayes: President Connolly, Vice President Rodoni, Second Vice President Colin, Director Arnold, Director Rice, Director Sears, Director Lucan

Noes: None

Absent: Director Moulton-Peters

5. [Supplement to Ross Valley Yellow Bus Funding](#)

[Staff Report](#)

General Manager Nancy Whelan requested that the Board approve \$30,000 in additional annual funding to support the Ross Valley Yellow Bus program for three years beginning in FY 2019/20. Without additional funding support, balancing the program budget will require an exceptionally steep increase in the projected price of a one-way pass for FY 2019/20. Marin Transit recommended that the Board allocate additional funding to the Ross Valley yellow school bus program to ensure a reasonable increase in the pass price and maintain a high level of participation in the program.

Director Katie Rice remarked that school transportation in the Ross Valley has been a flagship for traffic congestion relief in Marin County. Without the service to White Hill Middle School, more than 2,000 auto trips would be added to the heavily congested Sir Francis Drake corridor. Director Rice expressed appreciation to Marin Transit and staff for their efforts in traffic

congestion relief and for keeping the cost of the passes at a level that will retain most of the ridership.

Second Vice President Kate Colin asked whether the distribution formula needs to be adjusted and if Marin Transit is increasing the bus pass prices in the smoothest way. General Manager Whelan answered that staff identified the three-year period to maintain stability in bus pass pricing while considering how to reconfigure the formula and seek additional funding. Second Vice President Colin emphasized that the reason for the formula is because some programs were not funded equally. She stated that there is more work to be done.

Recommended Action: Approve \$30,000 in additional funding, annually, to support the Ross Valley Yellow Bus program for three years beginning in FY 2019/20.

M/s: Director Rice - Director Sears

Ayes: President Connolly, Vice President Rodoni, Second Vice President Colin, Director Arnold, Director Rice, Director Sears, Director Lucan

Noes: None

Absent: Director Moulton-Peters

6. [Request to Implement a Countywide Promotional Campaign During the 2019 Marin County Fair](#)

[Staff Report](#)

Robert Betts, Director of Planning and Operations, requested authorization from the Board to develop and implement a countywide promotional campaign to offer increased service and free fares during the 2019 Marin County Fair at an estimated cost of \$49,500.

The Marin County Fair is a unique opportunity to promote local transit service and staff is proposing systemwide free fares during the County Fair from July 3rd through July 7th to:

- Provide an additional financial incentive to take transit, especially for larger families;
- Eliminate a potential barrier to trying transit from the need to navigate fare payment;
- Test the impact of free fares on ridership; and
- Reward those riders who select Marin Transit local fixed route service or Connect as their transportation choice.

Vice President Dennis Rodoni asked how Marin Transit plans to educate the community about the free-fare period. Mr. Betts responded that Marin Transit has met with County Fair staff and intends to leverage the County Fair promotional materials. Marin Transit also plans to use the District's bus advertising, digital communications, and social media.

Second Vice President Kate Colin suggested that Marin Transit contact SMART, Marin IJ, and the cities and towns to inform them of the countywide free fare in advance of their June meetings.

Recommended Action: Authorize staff to develop and implement a Countywide promotional campaign to offer increased service and free fares during the 2019 Marin County Fair at an estimated cost of \$49,500.

M/s: Director Arnold - Director Sears

Ayes: President Connolly, Vice President Rodoni, Second Vice President Colin, Director Arnold, Director Rice, Director Sears, Director Lucan

Noes: None

Absent: Director Moulton-Peters

7. [Marin County Transit District Draft Operating and Capital Budget for FY 2019/20](#)

[Staff Report](#)

Director of Finance and Capital Programs Lauren Gradia presented Marin Transit's draft budget for FY 2019/20. Ms. Gradia reported that the draft budget for July 1, 2019 to June 30, 2020 reflects the priorities and financial projections in the FY2018-FY2027 Short Range Transit Plan (SRTP). The operating expense budget of \$33.6 million is a three percent increase over the FY 2018/19 budget. It provides a similar level of fixed route service hours and a seven percent increase in local paratransit service hours. The primary cost increases in the Operations Budget reflect annual increases in contract operations rates and increased fuel costs.

Director Katie Rice requested clarification regarding Measure AA funds available to local transit and why these funds are shown as declining in the draft budget. Ms. Gradia summarized the available Measure AA funds and their distribution. She stated that the Transportation Authority of Marin (TAM) is projecting a decline in receipts. She also stated that TAM has taken a deduction off-the-top and redistributed the remaining funds to the funding categories.

Director Kate Sears asked how the District's eleven percent farebox recovery ratio revenue compares to other transit agencies. Ms. Gradia responded that Marin Transit has not raised fares since 2004, and staff will discuss fare policies in the Short-Range Transit Plan (S RTP) update. Ms. Sears remarked that it will be interesting to get a sense of how Marin Transit compares to other agencies.

Director Katie Rice expressed concern that Measure AA revenues are not what the Board expected. Ms. Rice remarked that it might be helpful to send a letter to TAM that summarizes what has happened and why, and explain what kind of impact this has on the District's proposed budget. General Manager Nancy Whelan agreed and stated that staff will be working with TAM on the Measure AA strategic plan.

Director Judy Arnold asked if a TAM representative had any comments. Transportation Authority of Marin Chief Financial Officer Li Zhang summarized TAM's role in the formula for distributing Measure AA funds. She outlined key differences in funding distribution adjustments from Measure A to Measure AA.

Director Eric Lucan asked whether the two major factors that cause discrepancies are the commitment to Major Roads and how TAM calculated the 7.5 percent for the Gap Closure project under Measure A. Ms. Zhang answered that the major factor is in how Measure A funded the Gap Closure.

General Manager Whelan remarked that when the \$2.35 million was taken off-the-top, TAM stakeholders recognized that funding for the Gap Closure was double-dipped under Measure A. Gap Closure funding also showed up as a percentage share within the distribution. In Measure A, the funding was taken off-the-top and divided among the percentage shares. The off-the-top portion was for the same purpose as the slice of pie, and TAM eliminated the double dipping by taking the 7.5 percent and redistributing it among the categories. Under Measure AA, the difference is that there was no slice of the pie planned for Major Roads.

Vice President Dennis Rodoni asked why the off-the-top does not take a reduction into account for a recession when every other category does. Ms. Zhang answered that TAM took the \$2.35 million and did the 14-year calculations as a fixed amount, and this will not receive a reduction with a recession. Vice President Rodoni noted that the Board will need to revisit these policies at the designated six-year timeline under Measure AA.

General Manager Whelan noted that staff presented the draft budget for Board comments and discussion and will return with a final budget for approval at the June meeting.

Recommended Action: Review draft FY 2019/20 budget and provide comments.

8. [Muir Woods Shuttle Evolution Report for the 2018 Season](#)

[Staff Report](#)

Planning Manager Aida Banihashemi provided an overview of the 2018 season. Significant program changes for the 2018 season include:

- A new ticket sale and validation process;
- Changes in marketing strategy; and
- Year-round weekend and holiday service to keep pace with growing demands and increased visitation to Muir Woods National Monument.

In 2018, the net program cost for the Muir Woods Shuttle service was \$373,973. The net costs consist of costs to operate and market the service. They also include costs for Marin Transit administration, part-time Customer Liaisons, and portable restrooms.

Director Kate Sears asked for clarification on issues regarding capacity to accommodate walk-up visitors at Pohono. General Manager Whelan responded that walk-up passengers do not reserve a return trip from the park and typically visit the park later in the day. As a result, the return shuttles are at capacity and cannot accommodate all the visitors who did not reserve their return trip.

Second Vice President Kate Colin noted that the ridership on the 2018 service was highest in July and asked if July is the park's peak season. Ms. Banihashemi answered that July historically has the higher ridership. Ms. Colin asked if there are actions that Marin Transit can take to address the increased demand each July. Ms. Banihashemi responded that the new reservation system has already curbed demand. She indicated that peak visitation to Muir Woods decreased in 2018 while visitors riding the shuttle increased. Ms. Colin stated that it will be interesting to see how much of the peak season visitation is from Marin residents versus out-of-town visitors.

Director Katie Rice highlighted the success and importance of the Muir Woods Shuttle program.

President Damon Connolly asked staff to clarify the program's administrative cost items. Ms. Banihashemi answered that the reservation system and the dedicated staff were major new operational changes in 2018. These increased the program operating costs from the previous year. Mr. Connolly asked whether the costs will continue to

rise. Ms. Banihashemi responded that peak season services require additional staff time. She anticipates costs will lower next season with the second full year of the reservation system.

Recommended Action: Accept report.

M/s: Director Arnold - Director Sears

Ayes: President Connolly, Vice President Rodoni, Second Vice President Colin, Director Arnold, Director Rice, Director Sears, Director Lucan

Noes: None

Absent: Director Moulton-Peters

[Adjourn](#) President Connolly adjourned the meeting at 11:13 A.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



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June 3, 2019

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

**SUBJECT: Marin County Transit District Third Quarter
FY 2018/19 Financial Report**

Dear Board Members:

board of directors

damon connolly
president
supervisor district 1

dennis rodoni
vice president
supervisor district 4

kate colin
2nd vice president
city of san rafael

judy arnold
director
supervisor district 5

stephanie moulton-peters
director
city of mill valley

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

eric lucan
alternate
city of novato

RECOMMENDATION: Accept report and approve associated budget amendments.

SUMMARY: The quarterly report is an opportunity for your Board to review the District's financial status and to provide fiscal and operational accountability. This report represents all financial transactions for the District through the third quarter of Fiscal Year 2018/19.

Unaudited revenues and expenditures are shown on a full accrual basis consistent with Generally Accepted Accounting Principles (GAAP) for special districts. All known revenues and expenditures for the period are reported even if they have not been received or are awaiting payment. This includes recorded estimates for property tax and other significant transactions.

Third quarter operations expenses and revenues were consistent with the Board-adopted budget.

Operating Expenses

FY 2018/19 operating expenditures through the third quarter (Attachment A, Page 1) are \$22,801,183 which is 70 percent of the annual budget of \$32,471,027. With these expenditures, Marin Transit successfully delivered the transit services listed in Table 1.

Operating Revenue

Marin Transit's FY 2018/19 operating revenues through the third quarter (Attachment A, Page 1) are \$25,459,458 or 72 percent of the annual budget of \$35,558,675.

Table 1: FY 2018/19 Year to Date (YTD) thru Third Quarter Service Operations

<i>Service</i>	<i>Annual Estimated Revenue Hours</i>	<i>YTD thru Q3 Actual Revenue Hours</i>	<i>% of Annual</i>
<i>Regular Local and Trunk Line</i>	<i>116,000</i>	<i>81,107</i>	<i>70%</i>
<i>Community Shuttles</i>	<i>43,500</i>	<i>31,771</i>	<i>73%</i>
<i>Local Supplemental School1</i>	<i>7,100</i>	<i>4,900</i>	<i>69%</i>
<i>Muir Woods Shuttle</i>	<i>6,810</i>	<i>4,722</i>	<i>69%</i>
<i>Novato Dial-A-Ride</i>	<i>2,400</i>	<i>1,648</i>	<i>69%</i>
<i>West Marin Stagecoach Service</i>	<i>16,400</i>	<i>11,955</i>	<i>73%</i>
<i>Rural Dial A Ride</i>	<i>435</i>	<i>274</i>	<i>63%</i>
<i>Transit Connect</i>	<i>10,988</i>	<i>5,227</i>	<i>48%</i>
<i>Local Paratransit Service</i>	<i>62,491</i>	<i>44,536</i>	<i>71%</i>
<i>Regional Paratransit Service</i>	<i>9,500</i>	<i>5,425</i>	<i>57%</i>
<i>Yellow School Bus Service</i>	<i>6 buses</i>	<i>6 buses</i>	<i>-</i>
<i>Service</i>	<i>Annual Estimated Trips</i>	<i>YTD thru Q2 Actual Trips</i>	<i>% of Annual</i>
<i>Catch A Ride</i>	<i>15,000</i>	<i>10,723</i>	<i>71%</i>
<i>Volunteer Driver</i>	<i>14,800</i>	<i>10,831</i>	<i>73%</i>
<i>Notes: 1) Includes College of Marin service</i>			

Capital Budget

Through the third quarter, Marin Transit's expenditures in the Capital Budget (Attachment A, Page 8) were \$1,687,826 or eleven percent of the \$20.4 million budget. Capital revenues tie closely to expenditures as they tend to be on a reimbursement basis. Capital expenditures are 11% of the annual budget. Marin Transit is withholding payment for several delivered vehicles until outstanding contract items are complete. In total, the District anticipates that it will pay \$2.5 million in expenditures for these vehicles in the fourth quarter. Attachment C provides a Capital Report for all major Marin Transit capital projects for the current period.

FISCAL/STAFFING IMPACT: This item includes the adoption of one capital budget amendment (2019-06). Budget amendment 2019-06 will add \$25,837 in awarded state grant funds to the State of Good Repair Bus Stop Improvement Project (BI). These grant funds will not increase the capital expenditure budget. The Transportation Authority of Marin awarded Marin Transit \$200,000 for San Rafael and Novato bus stop improvements through the regional Cycle 5 Lifeline program. The funding included \$25,837 from Marin County's population-based share of State Transit Assistance (STA) funding and \$174,163 of Marin County's share of Federal Section 5307 funding. The STA funding will go towards the construction at Canal St & Medway Rd and Bellam Blvd & E. Francisco Blvd. The federal funding will pay for a FY 2019/20 project to install real-time signage at bus stops.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L Gradia". The signature is fluid and cursive, with a large initial "L" and a stylized "Gradia".

Lauren Gradia
Director of Finance and Capital Projects

Attachment A: FY2018/19 Third Quarter Financial Report
Attachment B: FY2018/19 Budget Amendments
Attachment C: Capital Project Report

Marin Transit
 FY2018/19 Q3 Budget Report
 From 7/1/2018 Through 3/31/2019

Summary

	<u>FY2017/18 Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget - Revised</u>	<u>Current Period Actual</u>	<u>Percent Total Budget Used</u>
Revenue					
Capital	11,485,678	11,333,301	12,890,101	1,687,827	13%
Vehicle Operations	32,344,147	35,552,321	35,558,675	25,459,458	72%
Total Revenue	<u>43,829,824</u>	<u>46,885,622</u>	<u>48,448,776</u>	<u>27,147,285</u>	<u>56%</u>
Expenditures					
Capital	11,517,302	14,333,301	15,890,101	1,687,827	11%
Vehicle Operations	28,610,278	32,464,675	32,471,027	22,801,183	70%
Total Expenditures	<u>40,127,579</u>	<u>46,797,976</u>	<u>48,361,128</u>	<u>24,489,010</u>	<u>51%</u>
Net Revenue Over Expenditures	<u>3,702,245</u>	<u>87,646</u>	<u>87,648</u>	<u>2,658,275</u>	<u>3033%</u>

Marin Transit
 FY2018/19 Q3 Budget Report
 From 7/1/2018 Through 3/31/2019

Operations Summary: Admin, Local, Yellow, Rural, Marin Access

	FY2017/18 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
Fare Revenue	4,044,536	4,227,620	4,227,620	2,879,551	68%
Advertising & Other Revenue	424,774	412,206	412,206	295,681	72%
Reimbursements (GGBHTD, WSW)	1,943,098	2,026,564	2,026,564	1,253,286	62%
Interest	118,552	70,250	70,250	95,311	136%
Measure A	13,255,076	14,046,064	14,046,065	10,025,244	71%
Measure A Interest	85,000	85,000	85,000	85,000	100%
Measure B	817,779	1,120,000	1,120,000	539,147	48%
Property Taxes	4,294,379	4,436,683	4,436,683	3,241,911	73%
Development Fees	47,832	58,200	58,200	24,117	41%
State Transit Assistance (STA)	1,285,220	1,841,702	1,841,702	1,392,119	76%
Transit Development Act (TDA)	4,614,306	5,109,399	5,109,399	3,832,049	75%
Other State	147,950	354,524	354,524	288,589	81%
FTA Funds	1,151,839	1,351,823	1,351,823	1,342,203	99%
National Park Service	154,887	458,000	458,000	237,085	52%
Transfer to Capital Budget	(41,080)	(45,713)	(39,360)	(71,835)	183%
Total Revenue	<u>32,344,147</u>	<u>35,552,321</u>	<u>35,558,675</u>	<u>25,459,458</u>	<u>72%</u>
Salaries and Benefits	2,025,436	2,556,016	2,556,016	1,727,303	68%
Professional Service	555,159	558,531	558,531	226,769	41%
Professional Service - Legal	72,323	150,000	150,000	67,675	45%
Security and Maintenance	261,036	297,548	297,548	198,788	67%
Customer Service	528,266	783,263	783,263	442,091	56%
Indirect County Overhead	2,009	2,575	2,575	0	0%
Mobility Management Support Programs	8,363	24,835	24,835	5,416	22%
Office Supplies	193,344	217,536	223,888	148,258	66%
General Insurance	27,860	29,870	29,870	36,166	121%
Contract Service Operation	22,693,306	25,119,706	25,119,706	18,098,687	72%
Membership & Prof Development	20,502	61,800	61,800	20,686	33%
Mileage and Travel	15,925	23,690	23,690	9,936	42%
Marketing	98,035	243,881	243,881	89,015	36%
Communication	171,216	198,436	198,436	76,320	38%
Fuel	2,161,544	2,431,546	2,431,546	1,823,868	75%
Vehicle and Vehicle Parking Leases	23,280	23,980	23,980	19,184	80%
Office - Rental and Overhead	98,832	137,000	137,000	92,778	68%
Partner Agency Pass Through	85,000	85,000	85,000	85,000	100%
Transfer to Capital Budget	(431,158)	(480,538)	(480,538)	(366,755)	76%
Total Expenses	<u>28,610,278</u>	<u>32,464,675</u>	<u>32,471,027</u>	<u>22,801,183</u>	<u>70%</u>
Net Revenue Over Expenditures	<u>3,733,869</u>	<u>3,087,647</u>	<u>3,087,649</u>	<u>2,730,111</u>	<u>88%</u>

Marin Transit
 FY2018/19 Q3 Budget Report
 From 7/1/2018 Through 3/31/2019

Detail: Administration

		FY2017/18	Total Budget -	Total Budget -	Current Period	Percent Total
		<u>Actual</u>	<u>Original</u>	<u>Revised</u>	<u>Actual</u>	<u>Budget Used</u>
Revenue						
Interest	4070400	118,552	70,250	70,250	95,311	136%
Development Fees	4079950	19,358	18,200	18,200	10,626	58%
Residual ABX 126	4079954	23,474	40,000	40,000	13,491	34%
PropTax-CurrntSecured	4080101	3,770,414	3,947,211	3,947,211	2,960,408	75%
County Fee-SV2557Admin Basic Tax	4080102	(59,624)	(62,681)	(62,681)	(30,703)	49%
Property Tax-Unitary	4080103	35,759	35,000	35,000	19,963	57%
PropTax-CurrntUnSecur	4080104	75,311	73,000	73,000	6,958	10%
Educ Rev Augm Fund-Redist	4080105	374,098	350,000	350,000	230,981	66%
PropTax-Supp CY SECR	4080106	91,626	87,685	87,685	48,629	55%
PropTax-Supp Unsecured	4080107	1,311	1,000	1,000	367	37%
PropTax-Redemption	4080108	1,516	1,500	1,500	2,417	161%
Property Tax-Prior Unsecured	4080109	3,969	3,968	3,968	2,891	73%
Other	4090101	151	0	0	0	
Other State	4119940	<u>334</u>	<u>300</u>	<u>300</u>	<u>284</u>	95%
Total Revenue		4,456,249	4,565,433	4,565,433	3,361,623	74%
Transfers						
Property Tax Transfer	4700001	<u>(327,767)</u>	<u>(961,798)</u>	<u>(961,797)</u>	<u>(573,484)</u>	60%
Total Transfers		<u>(327,767)</u>	<u>(961,798)</u>	<u>(961,797)</u>	<u>(573,484)</u>	60%
Net Revenue		<u>4,128,481</u>	<u>3,603,635</u>	<u>3,603,636</u>	<u>2,788,139</u>	77%
Expense						
Salaries	5010200	1,289,452	1,673,909	1,673,909	1,267,508	76%
Employee Benefits	5020000	735,983	882,107	882,107	459,795	52%
Consultant Services	5030301	156,324	175,000	175,000	85,961	49%
Prof Svcs - Legal	5030304	72,323	150,000	150,000	67,675	45%
Prof Svcs - Accounting and Audit	5030305	31,091	32,561	32,561	435	1%
Office Supplies	5049901	7,726	14,000	14,000	5,952	43%
Small Furn/Equip	5049902	5,494	13,000	13,000	3,416	26%
Software	5049903	57,032	60,000	60,000	57,093	95%
Copier Suppl & Srvc	5049904	8,382	9,167	9,167	6,240	68%
Postage	5049905	883	3,090	3,090	1,012	33%
Computers	5049906	23,077	20,000	20,000	16,184	81%
Communication - Phone	5050201	26,028	31,230	31,230	18,208	58%
Insurance - Gen Liability	5060301	27,860	29,870	29,870	36,166	121%
Membership & Prof Development	5090101	20,502	61,800	61,800	20,686	33%
Mileage and Travel	5090202	15,925	23,690	23,690	9,936	42%
Marketing	5090801	7,531	12,731	12,731	7,738	61%
County Fee - Special District	5100401	2,009	2,575	2,575	0	0%
Office Rental	5121200	<u>98,832</u>	<u>137,000</u>	<u>137,000</u>	<u>92,778</u>	68%
Total Expense		2,586,453	3,331,730	3,331,730	2,156,783	65%
Transfers						
Salary/Benefit Transfers	5100100	<u>(1,879,313)</u>	<u>(2,341,936)</u>	<u>(2,341,936)</u>	<u>(1,689,604)</u>	72%
Transfer Overhead	5100101	<u>(312,530)</u>	<u>(473,809)</u>	<u>(473,809)</u>	<u>(337,315)</u>	71%
Total Transfers		<u>(2,191,843)</u>	<u>(2,815,745)</u>	<u>(2,815,745)</u>	<u>(2,026,920)</u>	72%
Total Expense		<u>394,611</u>	<u>515,985</u>	<u>515,985</u>	<u>129,863</u>	25%

Marin Transit
 FY2018/19 Q3 Budget Report
 From 7/1/2018 Through 3/31/2019

Detail: Local Service

		FY2017/18	Total Budget -	Total Budget -	Current Period	Percent Total
		<u>Actual</u>	<u>Original</u>	<u>Revised</u>	<u>Actual</u>	<u>Budget Used</u>
Revenue						
Special Fares - Paid By Another Agency	4020000	452,559	416,387	416,387	496,277	119%
Advertising Revenue	4060301	280,788	245,552	245,552	183,823	75%
Lease of Property	4070301	143,986	166,654	166,654	111,858	67%
Donations	4070500	5,000	0	0	0	
Fee For Service	4090101	1,679	0	0	1,725	
Measure A Sales Tax	4092001	9,759,362	10,173,000	10,173,000	7,372,693	72%
Measure A Sales tax - Interest	4092003	85,000	85,000	85,000	85,000	100%
State Transit Assistance	4110101	1,224,816	1,744,814	1,744,814	1,303,747	75%
Transit Development Act (TDA)	4110102	4,614,306	5,109,399	5,109,399	3,832,049	75%
State- Low Carbon Transit Operations Prog	4119904	128,676	335,724	335,724	278,916	83%
Fed-FTA 5307 Urbanized Area Formula	4139910	222,210	0	0	0	
National Park Service	4139951	154,736	458,000	458,000	237,085	52%
Fed-FTA 5304 State Planning	4139961	20,000	0	0	0	
Fare Revenue	4140100	<u>2,661,614</u>	<u>2,773,337</u>	<u>2,773,337</u>	<u>1,761,905</u>	64%
Total Revenue		19,754,732	21,507,867	21,507,867	15,665,078	73%
Transfers						
Property Tax Transfer	4700001	23,281	373,760	378,760	0	0%
Program Revenue Transfer	4700002	<u>85,151</u>	<u>80,000</u>	<u>80,000</u>	<u>0</u>	0%
Total Transfers		108,432	453,760	458,760	0	0%
Net Revenue		<u>19,863,164</u>	<u>21,961,627</u>	<u>21,966,627</u>	<u>15,665,078</u>	71%
Expense						
Consultant Services	5030301	233,346	206,000	206,000	64,104	31%
Fare Processing Charges	5030310	31,948	14,653	14,653	10,219	70%
Customer Service	5030320	267,781	301,393	301,393	210,797	70%
Custodial Service	5030602	15,943	21,315	21,315	6,689	31%
Security Services	5030701	243,313	273,389	273,389	190,882	70%
Fuel	5040101	1,488,446	1,695,743	1,695,743	1,235,614	73%
Small Furn/Equipment	5049902	0	0	5,000	3,749	75%
Software	5049903	20,750	22,660	22,660	2,379	10%
Communication-AVL	5050205	69,257	91,592	91,592	2,317	3%
Communication-Data	5050206	2,311	2,925	2,925	1,608	55%
Purchased Transportation - In Report	5080101	16,119,070	17,539,220	17,539,220	12,655,296	72%
Marketing	5090801	61,053	101,065	101,065	49,641	49%
Expense Transfer - GGT Pass Through	5100404	85,000	85,000	85,000	85,000	100%
Signs	5122010	<u>321</u>	<u>1,044</u>	<u>1,044</u>	<u>0</u>	0%
Total Expense		18,638,538	20,355,999	20,360,999	14,518,345	71%
Transfers						
Cost Center Salary/Benefit Transfers	5100100	1,050,010	1,417,739	1,417,739	955,526	67%
Cost Center Transfer Overhead	5100101	<u>174,617</u>	<u>187,889</u>	<u>187,889</u>	<u>190,855</u>	102%
Total Transfers		1,224,626	1,605,628	1,605,628	1,146,381	71%
Total Expense		<u>19,863,164</u>	<u>21,961,627</u>	<u>21,966,627</u>	<u>15,664,725</u>	71%

Marin Transit
 FY2018/19 Q3 Budget Report
 From 7/1/2018 Through 3/31/2019

Detail: Yellow Bus Service

		FY2017/18	Total Budget -	Total Budget -	Current Period	Percent Total
		<u>Actual</u>	<u>Original</u>	<u>Revised</u>	<u>Actual</u>	<u>Budget Used</u>
Revenue						
Yellow Bus Fares - Paid by other Agency	4030000	145,000	145,000	145,000	41,667	29%
Fee For Service	4090101	121,485	109,910	109,910	81,963	75%
Measure A Sales Tax	4092001	201,490	227,000	227,000	263,741	116%
Fare Revenue - Yellow Bus	4140105	<u>372,485</u>	<u>402,740</u>	<u>402,740</u>	<u>268,696</u>	67%
Total Revenue		840,459	884,650	884,650	656,068	74%
Net Revenue		<u>840,459</u>	<u>884,650</u>	<u>884,650</u>	<u>656,068</u>	74%
Expense						
Consultant Services	5030301	5,485	3,000	3,000	29,858	995%
Fare Processing Charges	5030310	12,215	15,521	15,521	9,097	59%
Custodial Service	5030602	1,459	1,800	1,800	1,217	68%
Small Furn/Equip	5049902	0	1,800	1,800	572	32%
Software	5049903	690	0	0	372	
Communication-AVL	5050205	13,180	12,825	12,825	6,094	48%
Communication-Data	5050206	8,311	9,270	9,270	6,567	71%
Yellow Bus School Service	5080103	616,786	624,240	624,240	453,008	73%
Marketing	5090801	2,343	0	0	85	
Leases and Rentals	5120401	<u>23,280</u>	<u>23,980</u>	<u>23,980</u>	<u>19,184</u>	80%
Total Expense		683,749	692,436	692,436	526,053	76%
Transfers						
Cost Center Salary/Benefit Transfers	5100100	134,366	147,462	147,462	108,666	74%
Cost Center Transfer Overhead	5100101	<u>22,345</u>	<u>44,753</u>	<u>44,753</u>	<u>21,701</u>	48%
Total Transfers		156,711	192,215	192,215	130,367	68%
Total Expense		<u>840,459</u>	<u>884,651</u>	<u>884,651</u>	<u>656,420</u>	74%

Marin Transit
 FY2018/19 Q3 Budget Report
 From 7/1/2018 Through 3/31/2019

Detail: Rural Service

		FY2017/18	Total Budget -	Total Budget -	Current Period	Percent Total
		<u>Actual</u>	<u>Original</u>	<u>Revised</u>	<u>Actual</u>	<u>Budget Used</u>
Revenue						
Measure A Sales Tax	4092001	1,139,691	988,648	988,648	742,500	75%
Fed-FTA 5311 Rural	4139920	208,393	198,750	198,750	158,613	80%
Fare Revenue	4140100	<u>119,005</u>	<u>121,794</u>	<u>121,794</u>	<u>79,334</u>	65%
Total Revenue		1,467,088	1,309,192	1,309,192	980,447	75%
Transfers						
Property Tax Transfer	4700001	<u>0</u>	<u>542,325</u>	<u>543,677</u>	<u>340,479</u>	63%
Total Transfers		0	542,325	543,677	340,479	63%
Net Revenue		<u>1,467,088</u>	<u>1,851,517</u>	<u>1,852,869</u>	<u>1,320,926</u>	71%
Expense						
Consultant Services	5030301	21,754	16,883	16,883	2,612	15%
Fuel	5040101	192,010	203,676	203,676	152,586	75%
Small Furn/Equip	5049902	0	0	1,352	165	12%
Communication-AVL	5050205	15,936	15,931	15,931	7,572	48%
Communication-Data	5050206	831	1,030	1,030	624	61%
Purchased Transportation - In Report	5080101	1,146,382	1,453,681	1,453,681	1,056,984	73%
Marketing	5090801	<u>11,960</u>	<u>32,173</u>	<u>32,173</u>	<u>5,516</u>	17%
Total Expense		1,388,874	1,723,373	1,724,726	1,226,060	71%
Transfers						
Cost Center Salary/Benefit Transfers	5100100	67,062	98,308	98,308	79,075	80%
Cost Center Transfer Overhead	5100101	<u>11,152</u>	<u>29,835</u>	<u>29,835</u>	<u>15,791</u>	53%
Total Transfers		78,215	128,143	128,143	94,866	74%
Total Expense		<u>1,467,089</u>	<u>1,851,517</u>	<u>1,852,869</u>	<u>1,320,926</u>	71%

Marin Transit
 FY2018/19 Q3 Budget Report
 From 7/1/2018 Through 3/31/2019

Detail: Marin Access

		FY2017/18	Total Budget -	Total Budget -	Current Period	Percent Total
		<u>Actual</u>	<u>Original</u>	<u>Revised</u>	<u>Actual</u>	<u>Budget Used</u>
Revenue						
Measure A Sales Tax	4092001	2,154,534	2,657,416	2,657,417	1,646,311	62%
Measure B	4099950	817,779	1,120,000	1,120,000	539,147	48%
State Transit Assistance	4110101	60,404	96,888	96,888	88,372	91%
State Prop Tx Relief HOPTR	4119910	18,940	18,500	18,500	9,389	51%
Fed-FTA 5307 Urbanized Area Formula	4139910	701,236	715,573	715,573	715,573	100%
Fed-FTA 5310 Mobility	4139915	0	437,500	437,500	468,017	107%
Fare Revenue	4140100	293,873	368,362	368,362	231,672	63%
Misc.-Reimbursement	4601001	7,913	9,000	9,000	3,003	33%
GGBHTD Payment for Local Paratransit	4601003	1,039,016	1,051,448	1,051,448	781,883	74%
GGBHTD Payment for Regional Paratransit	4601004	<u>773,004</u>	<u>856,206</u>	<u>856,206</u>	<u>384,712</u>	45%
Total Revenue		5,866,699	7,330,893	7,330,894	4,868,079	66%
Transfers						
Property Tax Transfer	4700001	263,406	0	0	161,170	-
Program Revenue Transfer	4700002	<u>(85,151)</u>	<u>(80,000)</u>	<u>(80,000)</u>	<u>0</u>	0%
Total Transfers		178,255	(80,000)	(80,000)	161,170	-201%
Net Revenue		<u>6,044,954</u>	<u>7,250,893</u>	<u>7,250,894</u>	<u>5,029,249</u>	69%
Expense						
Consultant Services	5030301	62,997	94,913	94,913	24,483	26%
Customer Service	5030320	260,485	481,870	481,870	231,294	48%
Fuel	5040101	481,088	532,126	532,126	431,919	81%
Software	5049903	69,310	73,819	73,819	54,825	74%
Communication- Mobile Data Terminal	5050203	4,790	5,000	5,000	0	0%
Communication-MERA Radio	5050204	19,178	20,358	20,358	22,089	109%
Communication-Data	5050206	11,394	8,275	8,275	11,241	136%
Purchased Transportation - In Report	5080101	4,053,344	4,662,727	4,662,727	3,377,962	72%
Purchased Transportation - Regional	5080102	757,724	839,839	839,839	555,436	66%
Marketing	5090801	15,148	97,913	97,913	26,034	27%
Misc-Exp Transit User Training	5098001	4,913	9,835	9,835	566	6%
Gap Grant	5098002	<u>3,450</u>	<u>15,000</u>	<u>15,000</u>	<u>4,850</u>	32%
Total Expense		5,743,821	6,841,674	6,841,674	4,740,699	69%
Transfers						
Cost Center Salary/Benefit Transfers	5100100	258,196	309,769	309,769	240,632	78%
Cost Center Transfer Overhead	5100101	<u>42,938</u>	<u>99,450</u>	<u>99,450</u>	<u>47,919</u>	48%
Total Transfers		301,134	409,220	409,220	288,551	71%
Total Expense		<u>6,044,955</u>	<u>7,250,894</u>	<u>7,250,894</u>	<u>5,029,249</u>	69%

Marin Transit
 FY2018/19 Q3 Budget Report
 From 7/1/2018 Through 3/31/2019

Detail:Capital Budget

		Total Project Budget	FY2018/19 Budget	FY2018/19 Budget Revised	Current Period Actual	Total Project Expenditure
EV	Purchase Two Electric Vehicles (Replacements)	1,662,022	163,633	1,598,378	41,059	104,703
PA	Purchase Three Paratransit Vehicles	267,000	5,000	265,671	266,542	267,871
SA	Purchase One Shuttle (Expansion)	130,000	5,000	130,000	104,643	104,643
SB	Purchase One- Replacement Shuttle	125,000	125,000	125,000	97,498	97,498
XA	Purchase Two New XHF Vehiclles	925,000	920,000	925,000	20,124	20,124
XB	Purchase Four Replacement Rural Vehicles	1,600,000	1,600,000	1,600,000	2,701	2,701
HM	Hybrid Mid-Life Battery Replacements	400,000	400,000	400,000	68,864	68,864
Subtotal Vehicles		5,109,022	3,218,633	5,044,049	601,431	666,404
BI	Bus Stop Improvements SGR (BI)	2,201,130	691,796.00	683,418.71	475,840	1,993,551
BS	Bus Stop Assessment Update	115,000	14,982	33,864	25,090	106,226
BW	Muir Woods Infrastructure Improvements	486,505	217,729	77,000	37,997	447,502
TR	San Rafael Transit Center	100,000	100,000	100,000	-	-
Subtotal Bus Stop Improvements		2,902,635	1,024,507	894,283	538,927	2,547,279
FC	Facility Peliminary Design & Env	174,418	18,398	-	-	174,418
FR	Facility ROW Purchase	5,500,000	5,500,000	5,439,192	121,819	182,627
OF	Office Furniture	45,000	45,000	30,910	21,466	35,556
YF	Yellow Bus Parking Facility	3,000,000	3,000,000	3,000,000	-	-
Subtotal Facility		8,719,418	8,563,398	8,470,102	143,285	392,601
OA	On Board Equipment - 2016	210,000	65,955	65,240	16,724	161,484
TB	Mobility Management Technology Backbone	375,000	155,319	111,870	54,674	317,804
ME	MERA	29,000	29,000	29,000	27,325	27,325
RD	Radio Communication Upgrade	168,000	121,695	120,762	4,644	51,882
AY	AVL Replacement Equipment	180,000	180,000	180,000	169	169
CR	Clipper	400,000	300,000	300,000	-	-
Subtotal Technology Projects		1,362,000	851,969	806,872	103,536	558,664
GG	Golden Gate Capital Costs (GG)		18,000	18,000	13,038	13,038
BM	Bus Stop Maintenance (BM)		100,000	100,000	71,583	71,583
VR	Major Vehicle Repairs (VR)		200,000	200,000	26,478	26,478
IF	Infrastructure Support (IF)		356,794	356,794	189,548	189,548
Subtotal Ongoing Capital Expenses		-	674,794	674,794	300,647	300,647
Total Expenditures		18,093,075	14,333,301	15,890,100	1,687,826	4,465,595

Attachment B

FY2018/19 Q3
Budget Amendments

Number	Board Authorization	Description	Function	Program	Project	GL	Original	Change	Final
2018-08	06/04/2018	Moved \$40,000 of the project budget for office furniture for new office space from FY2019 to FY2018	Capital	Capital	OF	5230103 Furniture & Fixtures	\$45,000	(\$40,000)	\$5,000
4110105 2019-01	12/3/2018	Roll forward of unspent FY2018 Capital Project budgets; and update all Prior Years and Total Budgets	Capital	Capital	EV	5230101 Vehicles	163,633	1,434,745	1,598,378
					PA	5230101 Vehicles	5,000	260,671	265,671
					SA	5230101 Vehicles	5,000	125,000	130,000
					XA	5230101 Vehicles	920,000	5,000	925,000
					BI	5230104 Bus Stops	691,796	(8,377)	683,419
					BS	5230104 Bus Stops	14,982	18,882	33,864
					BW*	5230104 Bus Stops	217,729	10,766	228,495
					FC	5230103 Facility	18,398	(18,398)	0
					FR	5230103 Facility	5,500,000	(60,808)	5,439,192
					OF	5230103 Furniture & Fixtures	5,000	25,910	30,910
					OA	5230102 Equipment	65,955	(715)	65,240
					TB	5230102 Equipment	155,319	(43,449)	111,870
RD	5230102 Equipment	121,695	(933)	120,762					
2019-02	12/3/2018	Add SB1 SGR Funding to replacement of four rural transit vehicles	Capital	Capital	XB	4110105 STA SGR SB1	0	211,538	211,538
						4092002 Measure A	1,019,737	(211,538)	808,199
2019-03	12/3/2018	Add Equipment budget to Local and Rural to allow for low value fare collection and other equipment	Operations	Local	NA	5049902 Small Furn/Equip	0	\$5,000	\$5,000
						4700001 Property Tax Transfer	0	\$5,000	\$5,000
				Rural	NA	5049902 Small Furn/Equip	0	\$1,352	\$1,352
						4092001 Measure A	0	\$1,352	\$1,352

Number	Board Authorization	Description	Function	Program	Project	GL	Original	Change	Final
2019-04	3/4/2019	Add remaining Federal Revenue from completed vehicle purchases to Hybrid Battery Replacement	Capital	Capital	HM	4092002 Measure A Cap	400,000	(182,434)	217,566
					HM	4139910 Fed- FTA 5307	0	182,434	182,434
2019-05	3/4/2019	Move Paul Sarbanes funding (FTA 5320) from Pohono Bus Stop Improvements to funding for XHF bus purchase to be used on Muir Woods Shuttle Service.	Capital	Capital	BW	4139950 Fed-FTA 5320	228,495	(151,495)	77,000
					BW	5230104 Bus Stops	228,495	(151,495)	77,000
					XB	4139950 Fed- FTA 5320	0	151,494	151,494
					XB	4092002 Measure A Cap	808,229	(151,494)	656,734
2019-06	Pending	Add STA Lifeline funding to the Bus Stop Improvement Project	Capital	Capital	BI	4110103 State STA – Lifeline	0	25,837	\$25,837

*Corrected from Q1

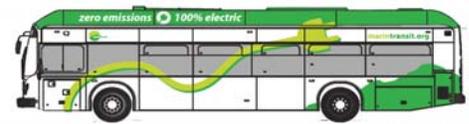
Capital Projects Report through March

This capital project report provides detail through the Third Quarter of FY2018/19. Project descriptions and status are given for all major capital projects. Projects are grouped according to project type as shown below.

	Total Project Budgets	Total Expended FY2019 to date	Total Project Expenditures
Vehicles	\$5,109,022	\$601,431	\$666,404
Bus Stop Improvements	\$3,054,130	\$538,927	\$2,547,279
Facility	\$8,719,418	\$143,285	\$392,601
Technology Projects	\$1,362,000	\$103,556	\$558,684
Ongoing Capital Expenses	\$674,794	\$297,647	\$297,647 (annual)
	<u>\$18,919,364</u>	<u>\$1,684,846</u>	<u>\$4,462,615</u>

Purchase Two Electric Vehicles Total Project Budget \$1,662,022

Concept: Purchase Two Electric Vehicles
Funding: \$1,190,640 Federal Section 5307
 \$135,022 State - BAAQMD
 \$75,000 TAM - Measure B
 \$261,360 Measure A



Description: Replace two 40 ft vehicles beyond their useful life with battery electric vehicles

Status: Board authority to purchase the vehicles was given in November 2016. The vehicle were procured from BYD Motors and delivered in September 2018. A ribbon cutting ceremony was held October 18. One vehicle went into service. The second vehicle is awaiting a missing passenger heating unit. Marin Transit has not made final payment for the vehicles due missing items.

VEHICLES

Project ID	Budget	Expended to		Anticipated Completion	
		Date	Percent Complete	Date	
EV	\$1,662,022	\$104,703	6%	Jun-19	

Purchase Three Paratransit Vehicles Total Project Budget \$267,000

Concept: Purchase three Paratransit cutaway vehicles
Funding: \$218,940 Federal Section 5307
 \$48,060 Measure A



Description: Replace three paratransit vehicles that are beyond their useful life

Status: Board authorized purchase of the vehicles in August 2017. The purchase order was submitted in December 2017 with delivery scheduled for May 2018. Vehicle production was delayed and vehicles were delivered in July 2018.

VEHICLES

Project ID	Budget	Expended to		Anticipated Completion	
		Date	Percent Complete	Date	
PA	\$267,000	\$267,871	100%	Jul-18	

VEHICLES

Purchase One Shuttle (Expansion) Total Project Budget \$130,000

Concept: Purchase One Shuttle

Funding: \$130,000 State Transit Assistance- SGR

Description: Purchase one shuttle to replace a contractor-owned vehicle beyond its useful life



Status: Board authorized purchase of the vehicle in December 2017 for the Community Shuttle route. Vehicle delivery was completed in August of 2018. On board equipment was installed and the vehicle placed in service.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion</u>
SA	\$130,000	\$104,643	100%	Aug-18

VEHICLES

Purchase One Shuttle (Replacement) Total Project Budget \$125,000

Concept: Purchase One Shuttle

Funding: \$102,500 Federal Section 5307
\$22,500 Measure A

Description: Replace one shuttle vehicle beyond it's useful life.



Status: Board authorized purchase of the vehicle in December 2017. Vehicle was delivered in February of 2019 and is now in service.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion</u>
SB	\$125,000	\$97,498	100%	Mar-19

VEHICLES

Purchase Two 35ft XHF Vehicles (Expansion) Total Project Budget \$925,000

Concept: Purchase two 35ft XHF vehicles

Funding: \$920,000 State Transit Assistance
\$5,000 Measure A

Description: Purchase of two expansion 35-foot XHF's



Status: The Board authorized the purchase of these vehicles in December 2017 for school service and Muir Woods shuttle routes. Purchase allows retirement of 2 active retirement vehicles. Vehicles were delivered in January, however both vehicles have issues with the wheelchair lifts. Final payment has not been made yet for these vehicles.

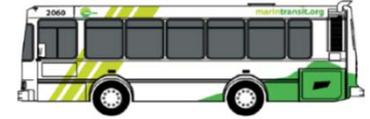
<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion</u>
XA	\$925,000	\$20,124	20%	Apr-19

VEHICLES

Purchase Four 30ft XHF Vehicles (Replacement) Total Project Budget \$1,600,000

Concept: Purchase two 35ft XHF vehicles

Funding: \$505,120 Federal Section 5307
 \$286,651 State Transit Assistance - State of Good Repair
 \$656,734 Measure A
 \$151,495 Paul Sarbanes



Description: Purchase of four replacement 30-foot XHFs

Status: These vehicles will replace 4 cutaway vehicles beyond their useful life. The proposed schedule anticipates seeking board approval of procuring these vehicles through a cooperative vehicle purchasing agreement in April 2019.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion</u>
XB	\$1,600,000	\$2,701	0%	Dec-19

Hybrid Mid Life Battery Replacements Total Project Budget \$400,000

Concept: Replace batteries on the 2007 Hybrid Vehicles

Funding: \$217,566 Measure A
 \$182,434 FTA 5307



Description: Replace batteries in the 7 hybrid vehicles

Status: As a preventative maintenance measure, under the existing maintenance contract, GGBHTD will replace the batteries on the 2007 Hybrid Vehicles.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion</u>
HM	\$400,000	\$68,864	17%	Dec-19

VEHICLES

BUS STOP IMPROVEMENTS

Bus Stop Improvements (State of Good Repair)

Total Project Budget \$ 2,201,130

Concept: Improve bus stops in Marin County
Funding: \$1,600,000 Federal Section 5309
 \$400,000 PTMISEA
 \$201,130 Measure A

Description: Phase 1: Install new bus stop signage throughout Marin County. Phase 2: Minor and Major bus stop improvements at 12 locations throughout the County . Phase 3: Additional bus stop improvements of up to 11 stops.

Status: Phase 1 - complete. Phase 2 - complete. Phase 3 - Mark Thomas & Co completed plans and specifications for the final round of the State of Good Repair grant. The improvements support accessibility and passenger amenities. A contract for construction management was approved by the board in February 2018. In September 2018, the Board approved Coastside Concrete as the contractor. Construction began in December.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Phase 3</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Anticipated Completion</u>
BI	\$2,201,130	\$1,993,551	91%	Jun-19

Muir Woods Infrastructure Improvements

Total Project Budget \$486,505

Concept: Improve boarding locations and purchase signage for the Muir Woods Shuttle
Funding: \$486,505 Federal Transit In the Parks

Description: Project includes funding for permanent changeable message signs and improvements to bus stops related to the Muir Woods Shuttle

Status: Marin Transit continues work with multiple partner agencies to determine needed vehicle, signage, and capital improvements to improve the passenger experience.



BUS STOP IMPROVEMENTS

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion</u>
BW	\$486,505	\$447,502	92%	Jun-19

BUS STOP IMPROVEMENTS

Bus Stop Assessments **Total Project Budget \$115,000**

Concept: Update Bus Stop Assessments

Funding: \$115,000 Measure A

Description: Project to update the District's 2005 bus stop conditions assessment to quantify & prioritize future improvements

Status: Marin Transit hired a consultant to conduct an assessment of bus stop conditions and develop preliminary plans for future bus stop improvements. The assessment is complete and the work for preliminary plans is underway.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Completion</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>
BS	\$115,000	\$106,226	92%	Dec-19

BUS STOP IMPROVEMENTS

San Rafael Transit Center **Total Project Budget \$100,000**

Concept: Develop integrated bus and rail operation

Funding: \$ 100,000 Measure A

Description: In preparation for a SMART service extension to Larkspur, Marin Transit is working with the City of San Rafael, GGBHTD and SMART to relocate the transit center. Until a new facility is constructed, efforts are underway to modify the existing center. Local funds will be used for staff time & costs related to design and construction.

Status: The agencies revised and updated the Memorandums of Understanding to reestablish roles and responsibilities. Design and construction work to modify the existing location are underway.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Completion</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>
TR	\$100,000	\$0	5%	NA

ADMIN AND OPERATIONS FACILITY

Operations and Maintenance Facility **Total Project Budget \$174,418**

Concept: Develop a maintenance facility

Funding: \$52,169 Measure A
\$122,249 FTA 5307

Description: Evaluate facility needs and develop plans to acquire a District-owned maintenance facility

Status: Board authority to analyze facility needs was given June 2016. With consultant assistance, the District has been evaluating potential facility locations and space needs for fixed route, paratransit & yellow bus services.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated Completion</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>
FC	\$174,418	\$174,418	100%	NA

ADMIN AND OPERATIONS FACILITY

Maintenance Facility - ROW Purchase & Capital Improvements **Total Project Budget \$5,500,000**

Concept: Acquire property and develop a maintenance facility

Funding: \$1,100,000 Measure A
\$4,400,000 FTA 5339

Description: Purchase land for a new facility

Status: Marin Transit continues to actively search for and evaluate available land to purchase in the county.



Project ID	Budget	Expended to		Anticipated
		Date	Percent Complete	Completion
FR	\$5,500,000	\$182,627	3%	NA

ADMIN AND OPERATIONS FACILITY

Office Furniture **Total Project Budget \$45,000**

Concept: Expand Administrative Offices for District Staff

Funding: \$45,000 Property Tax

Description: Furniture and other capital expenses for office expansion

Status: Marin Transit is purchasing additional conference room furniture, storage cabinet electronic equipment to be completed by December 2018.



Project ID	Budget	Expended to		Anticipated
		Date	Percent Complete	Completion
OF	\$45,000	\$35,556	79%	Jun-19

ADMIN AND OPERATIONS FACILITY

Yellow Bus Parking Facility **Total Project Budget \$3,000,000**

Concept: Identify and purchase property for vehicles

Funding: \$3,000,000 Capital Reserve

Description: Replace temporary leased parking with a permanent location

Status: Marin Transit is evaluating and identifying opportunities for land acquisition.



Project ID	Budget	Expended to		Anticipated
		Date	Percent Complete	Completion
YF	\$3,000,000	\$0	0%	NA

TECHNOLOGY PROJECTS

TECHNOLOGY PROJECTS **Total Project Budget \$1,194,000**

Concept: District technology projects
Funding: \$300,000 Federal Job Access Funds (JARC)
 \$312,000 Federal Section 5307
 \$582,000 Measure A



<u>Projects:</u>			<u>Total Project</u>	<u>Expended to</u>
			<u>Cost</u>	<u>Date</u>
OA	On Board Equipment 2016		\$210,000	\$161,484
AY	AVL Replacements	AVL Replacements	\$180,000	\$169
TB	Mobility Technology Backbone		\$375,000	\$317,804
ME		MERA	\$29,000	\$27,325
CR		Clipper	\$400,000	\$0

Description: Marin Transit provides technology acquisitions for vehicle operations, fare collection, and passenger information

Status: Marin Transit will continue the project to pay for fareboxes and on board equipment associated with vehicle replacements.

Radio Communication Upgrades - Needs Assessment **Total Project Budget \$168,000**

Concept: Conduct a current Radio Communications Needs Assessment
Funding: \$30,240 Measure A
 \$137,760 FTA 5307



Description: Evaluate current radio communications practices and determine areas for improvement with action plan

Status: Marin Transit board approved a contract with DeltaWRX in September 2017 to complete a radio assessment at each of Marin Transit's contractors. In December 2017, DeltaWRX presented the assessment to staff. A second phase was initiated to fulfill consultant recommendations. Due to lower than expected needs, funding was moved to the AVL Replacement Equipment project in the FY2019 Capital Budget.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion</u>	<u>Date</u>
RD	\$168,000	\$51,902	100%		Apr-19



ONGOING CAPITAL EXPENSES

Ongoing Capital Expenses **Annual Budget** **\$674,794**

Concept: Ongoing capital expenses



Funding: \$674,794 Measure A

		Total Project		
<u>Projects:</u>		Budgets	<u>Annual Budget</u>	<u>Expended in</u>
				FY2019
GG	Golden Gate Capital Costs	\$18,000	\$18,000	\$13,038
BM	Bus Stop Maintenance	\$100,000	\$100,000	\$71,583
VR	Major Vehicle Repairs	\$200,000	\$200,000	\$23,478
IF	Infrastructure Support	\$356,794	\$356,791	\$189,548

Description: Ongoing capital costs associated with the Golden Gate operations contract, major vehicle repairs, and other small capital expenses

Status: Capital depreciation expenses for equipment owned by Golden Gate Transit are billed monthly. Major vehicle repairs, such as transmissions, are expended as needed. Infrastructure support includes small capital projects, staff support, and work on partner agency capital projects.



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June 3, 2019

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

SUBJECT: Marin Transit Quarterly Performance Report for the Third Quarter of FY 2018/19

board of directors

Dear Board Members:

damon connolly
president
supervisor district 1

RECOMMENDATION: Accept report.

dennis rodoni
vice president
supervisor district 4

SUMMARY:

As part of the District's service monitoring process, staff has prepared a quarterly performance report alongside the quarterly financial report. Attached is the report for the third quarter of FY 2018/19.

kate colin
2nd vice president
city of san rafael

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

judy arnold
director
supervisor district 5

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 <http://marintransit.org/performance-reports> in addition to the monthly reports.

stephanie moulton-peters
director
city of mill valley

FISCAL/STAFFING IMPACT: None associated with this report.

katie rice
director
supervisor district 2

Respectfully submitted,

Aida Banihashemi
Planning Manager

kathrin sears
director
supervisor district 3

Attachments

eric lucan
alternate
city of novato

Quarterly Performance Report for FY 2018/19 Q2

This report summarizes the operational performance of Marin Transit services for the third quarter of FY 2018/19 from January 1, 2019 through March 31, 2019. The Quarterly Performance Report provides detailed route-level statistics, analyzes trends, and evaluates performance measures originally established under Measure A.

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 as one system. The District recently upgraded the system to provide a new tool to create custom reports including this Quarterly Performance Report. The new report captures all costs associated with service operations and is not limited to 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 is consistent with the District's reporting for the National Transit Database.

Performance Goals

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

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	\$4.50
Regular Local	17, 22, 23, 23X, 29, 49	18	\$6.50
Local Connector	219, 228, 233, 245, 251, 257	8	\$9.00
Supplemental	113, 115, 117, 119, 125, 139, 145, 151, 154	20 per trip	\$3.00
Rural	61, 68	6	\$12.00
Recreational	66 (Muir Woods Shuttle)	25	\$3.00
Demand Response	Local DAR, Novato DAR, Dillon Beach/Tomaes DAR, Point Reyes DAR	2	\$35.00

Performance Summary

In the third quarter of FY 2018/19, Marin Transit carried a total of 768,607 passengers systemwide. This represents a 4.4% ridership decrease compared to the third quarter of the previous fiscal year. On fixed-route transit services, including Yellow School Bus, Marin Transit carried 727,505 riders. This is a 4.9% decrease from the last fiscal year. Marin Access services carried

41,102 trips on its demand response and mobility management programs - an increase of 5.8% compared to 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 71x)

In the third quarter of FY 2018/19, Local Trunkline services carried 268,522 passengers. This is a 2.9% decrease from the third quarter of the previous fiscal year. Only Routes 35 met the productivity and subsidy target of 20 passengers per hour and \$4.50 per passenger, respectively. Route 36 met the productivity target only, and Route 71 did not meet its targets this quarter.

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

Local Basic services carried a total of 227,173 passengers during the third quarter of this fiscal year, a decrease of 5.5% compared to last fiscal year. Except for Route 49 that met its subsidy target of \$6.50 per passenger, none of the six routes met their productivity or subsidy targets this quarter.

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

During the third quarter of the fiscal year, Local Connector services carried 91,508 total passengers. This is 4.6% less than the previous year. Four of the six routes met the productivity target of 8 passengers per hour (Routes 233, 245, 251, and 257) and two of the six routes met the subsidy target of \$9.00 per passenger (Route 245, 251). Only Routes 219 and 228 did not meet either target.

Supplemental (Routes 113, 115, 117, 119, 125, 139, 145, 151, and 154)

Supplemental school services carried a total of 50,245 passengers during the third quarter of FY 2018/19. This is consistent with the ridership in third quarter of previous year. Six of the nine routes met the productivity target of 20 passengers per trip: Routes 115, 117, 119, 145, 151, and 154. Four of the nine routes met their subsidy target of \$3.00 per passenger: Routes 117, 119, 145 and 151.

Rural (West Marin Stagecoach Routes 61 and 68)

In the third quarter of the fiscal year, the two Stagecoach routes carried 25,244 passengers total. This is about a 6 % decrease from the prior year. Only Route 68 met the productivity goal of 6 passengers per hour. Neither route met the subsidy goal of \$12.00 per passenger.

Partnership Services (Route 122 – College of Marin Express)

Route 122 carried a total of 6,197 passengers during the third quarter of the year, an increase of 1.1% compared to the prior year. There are no performance targets established for Partnership services.

Yellow Bus

During the third quarter of FY 2018/19, Ross Valley School District yellow bus service carried 35,922 passengers. This is an approximately 12.3% decrease compared to the prior year. There are no performance targets established for Yellow Bus services.

Recreational (Route 66-Muir Woods Shuttle)

The Muir Woods service carried a total of 24,694 passengers during the third quarter of FY 2018/19 and 18.6% fewer passengers compared to the previous year. The service met its productivity target of 25 passengers per hour, though it did not meet its subsidy target of \$3.00 per passenger.

Marin Access

Marin Access Mobility Management programs include demand response services, Catch-A-Ride, and Volunteer Driver programs.

In the third quarter of FY 2018/19, local paratransit carried 28,993 passengers. The 2.0 passengers per hour service productivity average met the target. The number of passengers represents a 4.6% decrease compared to the prior fiscal year. The service did not meet the subsidy target of \$35.00 per passenger.

The Novato Dial-a-Ride service carried 1,026 passengers which was 10.9% lower than the previous fiscal year. The service did not meet its subsidy target of \$35.00 per passenger or the productivity target of 2.0 passengers per hour.

The Dillon Beach/Tomales Dial-a-Ride provides curb-to-curb pick-up and drop-off between Dillon Beach, Tomales, and Petaluma and operates on Wednesdays only. During the third quarter of the fiscal year, the service carried 73 passengers. This was a 47.5% decrease compared to last year. The service did not meet its subsidy target of \$35.00 per passenger or the productivity target of 2.0 passengers per hour.

In July 2016, Marin Transit added a general public dial-a-ride service between Point Reyes Station and Novato. The service currently runs twice per month on the first and third Monday. In the third quarter of the fiscal year, the service carried 82 passengers. This is 41.4% more than the third quarter last year, and the dial-a-ride met its productivity target with 2.6 passengers per hour. The service also met the subsidy target of less than \$35.00 per passenger trip.

The Volunteer Driver Program completed 3,598 trips in the third quarter of FY 2018/19. This represents an 9.6% increase compared to the previous fiscal year. The Catch-a-Ride program provided 3,554 one-way trips. This is a decrease of 7.2% compared to the prior year.

On May 21, 2018, Marin Transit launched a new on-demand microtransit service called Marin Transit Connect. A total of 3,776 passengers rode the service in the third quarter of the fiscal year. Operating costs associated with the service during third quarter of FY 2018/19 continue to capture the costs associated with the stabilization of the pilot program and limited fare revenue due to the discounted fare promotions offered throughout the pilot phases. There are no performance targets established for the Connect service.

Ridership Trends

The slight decrease in ridership is consistent with the trends among bus transit agencies throughout the country and in the Bay Area. According to the National Transit Database, nationwide bus ridership declined 4.2% during the third quarter of FY 2018/19 compared to the prior year. Regionally, Golden Gate Transit also experienced a 2.9% decrease in the third quarter of 2018/19.

There are several factors that can impact ridership. These include the number of weekdays and weekend/holidays in a month, service disruptions, and the weather. Some factors supported growth in ridership while others may have contributed to declines.

In third quarter, Adverse weather conditions negatively impacted the ridership of fixed route and recreational services. Marin experienced twice the amount of rainfall compared to the previous year, which caused various flooding and traffic incidents. These incidents led to significant service cancellations, as shown in **Table 2**. On rainy days, the number of visitors to Muir Woods National Monument can often drop by up to 50%. This explains the lower ridership on Muir Woods Shuttle during the third quarter of 2018/19.

Yellow School Bus ridership decreased by 12.3% in the third quarter of FY 2018/19. The reduction in Yellow Bus ridership can be attributed to a decline in pass sales during this quarter compared to prior year. This trend is consistent with all previous reported data for this school year.

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

Table 2: Factors Impacting Ridership Comparison

Factor	FY 2017/18 Q3	FY 2018/19 Q3	Impact	
Calendar	School Days	57	-	
	Weekdays	65	-	
	Weekends & Holidays	27	29	▲
	Muir Woods Shuttle	22	29	▲▲▲
Service Disruptions (cancelled/missed service)	83	177	▼▼▼▼▼▼▼	
Rainfall (inches)	14.07	31.16	▼▼▼▼	
Gas Prices	\$3.39	\$3.27	▼	

Compared to the prior year, demand for Marin Access mobility management and demand response programs increased by 5.8% during the third quarter of FY 2018/19 which is consistent with the growth trend in demand-response programs in previous quarters. Expansion of on-demand service through the Connect program is primarily responsible for the ridership growth in the demand response program. Staff will continue to monitor ridership trends on these services.



Fixed-Route

Fixed-Route Passenger Statistics by Route

Typology	Route	Passengers	%Change*	Revenue Hours	%Change*	Productivity (pax/hr)	Change*
1. Local Trunkline	35	158,826	▼1.0%	5,666	▼0.3%	28.0	▼0.2
	36	83,448	▼6.1%	3,370	▼0.1%	24.8	▼1.6
	71	26,248	▼3.3%	1,835	▼0.9%	14.3	▼0.4
	Rollup	268,522	▼2.9%	10,871	▼0.4%	24.7	▼0.6
2. Local Basic	17	58,111	▼4.3%	3,686	▼0.1%	15.8	▼0.7
	22	47,361	▼7.3%	4,307	▼3.0%	11.0	▼0.5
	23	43,822	▼5.4%	2,728	▼0.2%	16.1	▼0.9
	23X	11,179	▼14.5%	696	▼19.2%	16.1	▲0.9
	29	10,338	▲6.4%	724	▼12.7%	14.3	▲2.6
	49	56,362	▼5.2%	3,656	▼0.5%	15.4	▼0.8
	Rollup	227,173	▼5.5%	15,797	▼2.7%	14.4	▼0.4
3. Local Connector	219	11,583	▼9.1%	1,599	▼0.3%	7.2	▼0.7
	228	18,891	▼1.1%	2,477	▼0.9%	7.6	▼0.0
	233	9,610	▼12.9%	1,072	▼0.5%	9.0	▼1.3
	245	12,263	▼3.9%	1,072	▲0.1%	11.4	▼0.5
	251	23,923	▼1.6%	2,349	▼0.9%	10.2	▼0.1
	257	15,238	▼4.7%	1,880	▼1.6%	8.1	▼0.3
	Rollup	91,508	▼4.6%	10,450	▼0.8%	8.8	▼0.4
4. Supplemental	113	4,935	▲7.3%	121	▲17.7%	40.7	▼4.0
	115	3,721	▲26.6%	105	▼0.7%	35.4	▲7.6
	117	7,628	▲1.1%	146	▲2.2%	52.4	▼0.6
	119	9,690	▲21.8%	180	▲2.6%	54.0	▲8.5
	125	2,686	▼20.9%	183	▲2.7%	14.7	▼4.4
	139	1,034	▼31.9%	101	▲3.8%	10.3	▼5.4
	145	4,777	▼15.9%	82	▲2.5%	58.2	▼12.7
	151	12,034	▼8.0%	248	▲1.3%	48.6	▼4.9
	154	3,740	▲5.8%	110	▲0.9%	34.0	▲1.6
	Rollup	50,245	▼0.0%	1,275	▲3.2%	39.4	▼1.3
5. Rural	61	6,379	▼8.4%	1,191	▲1.9%	5.4	▼0.6
	68	18,865	▼5.2%	2,625	▼0.1%	7.2	▼0.4
	Rollup	25,244	▼6.0%	3,816	▲0.5%	6.6	▼0.5
6. Partnership Services	122	6,197	▲1.1%	697	▲28.5%	8.9	▼2.4
	Rollup	6,197	▲1.1%	697	▲28.5%	8.9	▼2.4
7. Yellow Bus	Hdn Valley	2,355	▼3.4%	0	▼100.0%		
	White Hill	31,567	▼12.9%	308	▼8.8%	102.5	▼4.9
	Rollup	33,922	▼12.3%	308	▼22.0%	110.2	▲12.1
8. Recreational	66	24,694	▼18.6%	987	▲2.9%	25.0	▼6.6
	Rollup	24,694	▼18.6%	987	▲2.9%	25.0	▼6.6
Rollup	727,505	▼4.9%	44,201	▼0.9%	16.5	▼0.7	

* Change compared to same quarter of prior year

Fixed-Route

Fixed-Route Financial Statistics by Route

Typology	Route	Operating Cost	%Change*	Passenger Revenue	%Change*	Average Subsidy	Change*	Farebox Recovery	Change*
1. Local Trunkline	35	\$842,234	▼0.2%	\$150,885	▼7.7%	\$4.35	▲\$0.11	17.9%	▼1.5%
	36	\$496,968	▲0.0%	\$79,653	▼5.3%	\$5.00	▲\$0.35	16.0%	▼0.9%
	71	\$284,472	▲0.0%	\$32,218	▼8.5%	\$9.61	▲\$0.43	11.3%	▼1.1%
	Rollup	\$1,623,675	▼0.1%	\$262,756	▼7.1%	\$5.07	▲\$0.21	16.2%	▼1.2%
2. Local Basic	17	\$548,149	▲0.0%	\$65,670	▼7.3%	\$8.30	▲\$0.45	12.0%	▼0.9%
	22	\$426,116	▼3.7%	\$57,434	▼7.5%	\$7.78	▲\$0.34	13.5%	▼0.5%
	23	\$393,180	▲0.2%	\$50,195	▼6.0%	\$7.83	▲\$0.51	12.8%	▼0.8%
	23X	\$101,399	▼18.6%	\$10,260	▼29.1%	\$8.15	▼\$0.27	10.1%	▼1.5%
	29	\$105,501	▼12.3%	\$9,256	▼13.6%	\$9.31	▼\$1.98	8.8%	▼0.1%
	49	\$372,848	▲2.5%	\$52,845	▼16.0%	\$5.68	▲\$0.62	14.2%	▼3.1%
	Rollup	\$1,947,194	▼2.2%	\$245,661	▼10.5%	\$7.49	▲\$0.35	12.6%	▼1.2%
3. Local Connector	219	\$160,593	▼0.4%	\$14,112	▼13.6%	\$12.65	▲\$1.28	8.8%	▼1.3%
	228	\$239,474	▼1.5%	\$23,234	▼8.0%	\$11.45	▲\$0.04	9.7%	▼0.7%
	233	\$105,876	▼0.8%	\$10,279	▼11.5%	\$9.95	▲\$1.33	9.7%	▼1.2%
	245	\$103,687	▼0.5%	\$11,892	▼9.5%	\$7.49	▲\$0.35	11.5%	▼1.1%
	251	\$235,349	▼1.0%	\$21,458	▼7.0%	\$8.94	▲\$0.12	9.1%	▼0.6%
	257	\$184,922	▼1.9%	\$15,874	▼12.8%	\$11.09	▲\$0.44	8.6%	▼1.1%
	Rollup	\$1,029,902	▼1.1%	\$96,849	▼10.0%	\$10.20	▲\$0.46	9.4%	▼0.9%
4. Supplemental	113	\$19,227	▲22.5%	\$3,220	▲32.8%	\$3.24	▲\$0.36	16.7%	▲1.3%
	115	\$16,548	▲2.4%	\$1,746	▲26.3%	\$3.98	▼\$1.05	10.6%	▲2.0%
	117	\$22,513	▲5.5%	\$3,614	▼5.9%	\$2.48	▲\$0.16	16.1%	▼1.9%
	119	\$29,670	▲4.6%	\$6,669	▲30.2%	\$2.37	▼\$0.55	22.5%	▲4.4%
	125	\$26,009	▲6.1%	\$2,303	▼18.4%	\$8.83	▲\$2.43	8.9%	▼2.7%
	139	\$14,669	▲7.2%	\$913	▼25.0%	\$13.30	▲\$5.09	6.2%	▼2.7%
	145	\$12,434	▲5.7%	\$2,083	▲2.1%	\$2.17	▲\$0.46	16.7%	▼0.6%
	151	\$35,311	▲5.2%	\$5,512	▼6.7%	\$2.48	▲\$0.36	15.6%	▼2.0%
	154	\$14,940	▲5.4%	\$1,966	▲14.6%	\$3.47	▼\$0.06	13.2%	▲1.0%
	Rollup	\$191,321	▲6.7%	\$28,025	▲5.9%	\$3.25	▲\$0.21	14.6%	▼0.1%
5. Rural	61	\$128,853	▲15.4%	\$7,006	▼6.5%	\$19.10	▲\$4.16	5.4%	▼1.3%
	68	\$290,810	▲13.2%	\$19,033	▼5.0%	\$14.41	▲\$2.50	6.5%	▼1.3%
	Rollup	\$419,664	▲13.9%	\$26,039	▼5.4%	\$15.59	▲\$2.90	6.2%	▼1.3%
6. Partnership Services	122	\$91,291	▲33.0%	\$37,687	▲6.3%	\$8.65	▲\$3.23	41.3%	▼10.4%
	Rollup	\$91,291	▲33.0%	\$37,687	▲6.3%	\$8.65	▲\$3.23	41.3%	▼10.4%
7. Yellow Bus	Hdn Valley	\$0	▼100.0%	\$10,300	▼1.5%	-\$4.37	▼\$13.91		
	White Hill	\$244,080	▲22.3%	\$139,170	▼10.2%	\$3.32	▲\$2.09	57.0%	▼20.7%
	Rollup	\$244,080	▲4.6%	\$149,471	▼9.7%	\$2.79	▲\$1.04	61.2%	▼9.7%
8. Recreational	66	\$201,672	▲61.5%	\$54,546	▼20.0%	\$5.96	▲\$4.09	27.0%	▼27.6%
	Rollup	\$201,672	▲61.5%	\$54,546	▼20.0%	\$5.96	▲\$4.09	27.0%	▼27.6%
Rollup	\$5,748,798	▲2.1%	\$901,034	▼8.8%	\$6.66	▲\$0.59	15.7%	▼1.9%	

* Change compared to same quarter of prior year

Marin Access

Marin Access Passenger Statistics by Service

Typology	Route	Passengers	%Change*	Revenue Hours	%Change*	Productivity (pax/hr)	Change*
9. Demand Response	Dillon DAR	73	▼47.5%	65	-	1.1	▼1.0
	Local Para	28,993	▼4.6%	14,819	▼0.5%	2.0	▼0.1
	MTC	3,776		1,712		2.2	
	Novato DAR	1,026	▼10.9%	544	▲2.7%	1.9	▼0.3
	PtReyesDAR	82	▲41.4%	32	▲100.0%	2.6	▼1.1
	Rollup		33,950	▲7.0%	17,171	▲10.7%	2.0
Catch-A-Ride	CAR_Gen	1,904	▲9.9%	0			
	CAR_LowInc	1,650	▼21.3%	0			
	Rollup	3,554	▼7.2%	0			
Volunteer Driver	VolDvr	2,525	▲8.7%	3,044	▲7.6%	0.8	▲0.0
	VolDvrWM	1,073	▲11.5%	1,657	▲10.3%	0.6	▲0.0
Rollup		41,102	▲5.8%	21,872	▲10.3%	1.9	▼0.1

Marin Access Financial Statistics by Service

Typology	Route	Operating Cost	%Change*	Passenger Revenue	%Change*	Average Subsidy	Change*	Farebox Recovery	Change*
9. Demand Response	Dillon DAR	\$4,060	▼14.1%	\$142	▼38.0%	\$53.67	▲\$21.29	3.5%	▼1.3%
	Local Para	\$1,212,642	▼4.3%	\$53,860	▼5.9%	\$39.97	▲\$0.17	4.4%	▼0.1%
	MTC	\$149,961	▲3,825.2%	\$7,447		\$37.74		5.0%	▲5.0%
	Novato DAR	\$44,315	▼4.9%	\$1,811	▼6.0%	\$41.43	▲\$2.61	4.1%	▼0.0%
	PtReyesDAR	\$1,972	▲71.6%	\$160	▲65.6%	\$22.10	▲\$3.96	8.1%	▼0.3%
	Rollup	\$1,412,950	▲6.8%	\$63,419	▲6.6%	\$39.75	▼\$0.06	4.5%	▼0.0%
Catch-A-Ride	CAR_Gen	\$65,041	▲69.4%	\$3,693	▲8.2%	\$32.22	▲\$12.03	5.7%	▼3.2%
	CAR_LowInc	\$30,028	▼35.7%	\$3,199	▼22.7%	\$16.26	▼\$4.05	10.7%	▲1.8%
	Rollup	\$95,069	▲11.7%	\$6,892	▼8.7%	\$24.81	▲\$4.56	7.2%	▼1.6%
Volunteer Driver	VolDvr	\$18,647	▼43.4%	\$0		\$7.38	▼\$6.79	0.0%	-
	VolDvrWM	\$13,853	▼32.1%	\$0		\$12.91	▼\$8.29	0.0%	-
Rollup	\$1,540,518	▲5.4%	\$70,311	▲4.9%	\$35.77	▼\$0.12	4.6%	▼0.0%	

* Change compared to same quarter of prior year

Systemwide Total

Systemwide Passenger Statistics Summary

	Passengers	%Change*	Revenue Hours	%Change*	Productivity (pax/hr)	Change*
Values	768,607	▼4.4%	66,072	▲2.5%	11.6	▼0.8

Systemwide Financial Statistics Summary

	Operating Cost	%Change*	Passenger Revenue	%Change*	Average Subsidy	Change*	Farebox Recovery	Change*
Values	\$7,289,316	▲2.7%	\$971,346	▼7.9%	\$8.22	▲\$0.71	13.3%	▼1.5%

* Change compared to same quarter of prior year

FY 2019 Marin Access Outreach and Travel Training

Travel Navigator Reporting Months: January 2019

<i>Date</i>	<i>Event</i>	<i>Description</i>	<i>Audience</i>
<i>1/8/2019</i>	<i>Travel Navigator Satellite Hours at Mill Valley Community Center</i>	<i>Remote location "office hours" taking place before and during a regularly scheduled senior lunch and preceding bingo, coinciding with free blood pressure testing administered by a hospice care provider.</i>	<i>25</i>
<i>1/9/2019</i>	<i>Travel Navigator Satellite Hours at Albert J. Boro Community Center @ Pickleweed Park</i>	<i>Remote location "office hours" before and during a regularly scheduled multicultural senior event including lunch. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.</i>	<i>25</i>
<i>1/31/2019</i>	<i>Travel Navigator Satellite Hours at Margaret Todd Senior Center in Novato</i>	<i>Remote location "office hours" in the main lobby of the senior center before and during a senior lunch event.</i>	<i>20</i>
<i>1/31/2019</i>	<i>Travel Navigator Satellite Hours at West Marin Senior Services/Dance Palace in Point Reyes Station.</i>	<i>Remote location "Office hours" before and during a congregate senior lunch.</i>	<i>58</i>

FY 2019 Marin Access Outreach and Travel Training

Travel Navigator Reporting Month: February 2019

<i>Date</i>	<i>Event</i>	<i>Description</i>	<i>Audience</i>
<i>2/13/2019</i>	<i>Travel Navigator Satellite Hours, Goldenaires at San Rafael Community Center</i>	<i>Remote location "office hours" before and during a congregate senior lunch & bingo event.</i>	<i>55</i>
<i>2/21/2019</i>	<i>Travel Navigator Satellite Hours at San Geronimo Valley Community Center</i>	<i>Remote location "office hours" before and during a regularly scheduled senior lunch event.</i>	<i>30</i>

FY 2019 Marin Access Outreach and Travel Training

Travel Navigator Reporting Month: March 2019

<i>Date</i>	<i>Event</i>	<i>Description</i>	<i>Audience</i>
<i>3/12/2019</i>	<i>Travel Navigator Satellite Hours at Mill Valley Community Center</i>	<i>Remote location "office hours" taking place before and during a regularly scheduled senior lunch and preceding bingo, coinciding with free blood pressure testing administered by a hospice care provider.</i>	<i>20</i>
<i>3/13/2019</i>	<i>Travel Navigator Satellite Hours at Albert J. Boro Community Center / Pickleweed Park</i>	<i>Remote location "office hours" before and during a regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.</i>	<i>30</i>
<i>3/21/2019</i>	<i>Travel Navigator Satellite Hours at West Marin Senior Services/Dance Palace in Point Reyes Station</i>	<i>Remote location "office hours" before and during a congregate senior lunch event.</i>	<i>25</i>
<i>3/28/2019</i>	<i>Travel Navigator Satellite Hours at Margaret Todd Senior Center in Novato</i>	<i>Remote location "office hours" in the main lobby of the senior center before and during a senior lunch event.</i>	<i>25</i>

FY 2019 Marin Access Outreach and Travel Training

Technology 4 Life Reporting Months: Jan – March 2019

<i>Date</i>	<i>Event</i>	<i>Description</i>	<i>Audience</i>
<i>2/26/2019</i>	<i>Tech Tips for Transportation at Terra Linda Community Center – Session I</i>	<i>Interactive class designed to teach older adults or people with disabilities how to use their smartphone, tablet, or computer to learn about transportation options in Marin.</i>	<i>6</i>
<i>3/5/2019</i>	<i>Tech Tips for Transportation at Terra Linda Community Center – Session II</i>	<i>Interactive class designed to teach older adults or people with disabilities how to use their smartphone, tablet, or computer to learn about transportation options in Marin.</i>	<i>6</i>
<i>3/14/2019</i>	<i>Tech Tips for Transportation at Tam High / Marin Learn – Session I</i>	<i>Interactive class designed to teach older adults or people with disabilities how to use their smartphone, tablet, or computer to learn about transportation options in Marin.</i>	<i>3</i>
<i>3/21/2019</i>	<i>Tech Tips for Transportation at Tam High / Marin Learn – Session II</i>	<i>Interactive class designed to teach older adults or people with disabilities how to use their smartphone, tablet, or computer to learn about transportation options in Marin.</i>	<i>4</i>



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June 3, 2019

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

SUBJECT: Change Orders to Construct State of Good Repair Bus Stop Improvements for an amount not to exceed \$25,000.

board of directors

Dear Board Members:

damon connolly
president
supervisor district 1

RECOMMENDATION: Authorize General Manager to execute contract change orders for the State of Good Repair Bus Stop Improvements Project.

dennis rodoni
vice president
supervisor district 4

SUMMARY:

Staff recommends that your Board authorize the General Manager to execute change orders with Coastside Concrete and Construction Inc (Coastside) for the State of Good Repair Bus Stop Improvements Project, for up to \$25,000 in additional contract costs to complete improvements at two additional locations and provide contingency funds to address project delays.

kate colin
2nd vice president
city of san rafael

On September 17, 2018, your Board approved the agreement (#181912) with Coastside to construct the State of Good Repair Bus Stop Improvements. The total authorized contract amount was \$497,000. Under the agreement, Marin Transit may execute changes orders to the construction contract that allow for additional work consistent with the contract bid.

judy arnold
director
supervisor district 5

On February 7, 2019, the General Manager awarded a change order (#181969) for \$24,750 for adjustments to the Redwood and Grant Transit Facility. These adjustments consisted of making cutouts in the benches of the facility to give wheelchair access to wheelchair passengers, replacing etched glass windscreens damaged by acid graffiti, and installing anti-graffiti film. The February change order also included the extension of a fence at Freitas Parkway & Del Ganado Rd (Stop ID 40549) where the adjacent property owner requested this work.

stephanie moulton-peters
director
city of mill valley

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

Staff has identified the need to authorize additional change orders not to exceed \$25,000 to complete the project. This includes placement of a shelter at College Ave and Kent and maintenance work at Stop ID 40333 to replace a shelter roof. It will also set aside funds for a contingency for the last two stops in the project that have

eric lucan
alternate
city of novato

been delayed due the Caltrans permitting process. Marin Transit's Construction Manager and District staff will review and verify all change order requests.

The Bus Stop Improvement Project construction started on December 6, 2018, and improvements have been completed at the following stops:

Stop ID	Stop Location	Direction of Travel	Jurisdiction	Improvements
40280	Tamalpais Dr & Madera Blvd	WB	Corte Madera	New shelter installation
40302	Magnolia Ave & Bon Air Rd	WB	Larkspur	New shelter installation, ADA landing pad
40392	Lincoln Ave & Grand Ave	SB	San Rafael	New shelter installation
40452	Canal St & Medway Rd	EB	San Rafael	New shelter installation, ADA landing pad
40490	Red Hill Ave & Sequoia Dr	WB	San Anselmo	New shelter installation, ADA landing pad
40549	Manuel T. Freitas Pkwy & Del Ganado Rd	WB	San Rafael	ADA landing pad
40572	Los Ranchitos Rd & Golden Hinde Blvd	NB	San Rafael	ADA landing pad
41159	Mission Ave & Mary St	EB	San Rafael	ADA landing pad
40696 / 40697	Redwood Blvd & Grant Ave	NB/SB	Novato	Bench modification and signage

Some projects have been delayed due to rain throughout the winter. Other delays are due to obtaining Caltrans permits for the Tiburon Blvd & Greenwood Cove stop and for a lane closure at Bellam Rd & E. Francisco Blvd during construction. Staff anticipates that the entire project will be completed before the end of June 2019.

FISCAL/STAFFING IMPACT: The additional \$25,000 cost for the change orders to the Coastside contract is within Marin Transit's existing FY2018/19 capital budget for the State of Good Repair Bus Stop Improvements (BI) project.

Respectfully submitted,



Anna Penoyar
Senior Capital Analyst



State of Good Repair Bus Stop Improvements

June 6, 2018

- *Phase 1: Replaced Signage throughout the County in 2013*
- *Phase 2: Improvements to 12 stops throughout the county in 2015*
- *Phase 3: Improvements to 12 additional stops throughout the county*



Tamalpais Dr & Madera Blvd (40280)

- **Jurisdiction:** Corte Madera
- **Improvements:** Shelter installation, removal of concrete bench
- **Weekday Ridership:** 25 Passengers



Magnolia Ave & Bon Air Rd (40302)

- **Jurisdiction:** Larkspur
- **Improvements:** Fill in Landscaping for ADA Accessible Landing Pad, Shelter Installation
- **Weekday Ridership:** 16 Passengers



Canal St & Medway Rd (40452)

- **Jurisdiction:** San Rafael
- **Improvements:** Construct additional sidewalk at back of walk to accommodate installation of shelter
- **Weekday Ridership:** 69 Passengers



Lincoln Ave & Grand Ave (40392)

- **Jurisdiction:** San Rafael
- **Improvements:** Installation of Shelter in place of concrete bench
- **Weekday Ridership:** 45 passengers



Red Hill Ave & Sequoia Dr (40490)

- **Jurisdiction:** San Anselmo
- **Improvements:** Slight bulb out of sidewalk to accommodate a shelter and ADA landing pad
- **Weekday Ridership:** 19 passengers*



*Stop is also used for Yellow School Bus pickup

Manuel T Freitas Pkwy & Del Ganado (40549)

- **Jurisdiction:** San Rafael
- **Improvements:** Constructing sidewalk in place of planting strip at front of sidewalk for ADA Landing Pad
- **Weekday Ridership:** 6 passengers



Los Ranchitos Rd & Golden Hinde Blvd (40572)

- **Jurisdiction:** San Rafael
- **Improvements:** Installation of additional sidewalk at back of walk to accommodate ADA Landing Pad
- **Weekday Ridership:** 10 passengers



Mission Ave & Mary St (41159)

- **Jurisdiction:** San Rafael
- **Improvements:** Removing landscape strip at front of sidewalk to for ADA landing pad.
- **Weekday Ridership:** 9 passengers



Hen 4d

Redwood Blvd & Grant Ave (40696/40697)



- **Jurisdiction:** Novato
- **Improvements:** Updates to signage and creation of ADA Accessible cutouts in bench to give passengers access to windscreens.
- **Weekday Ridership:** 850



-- WORK TO BE COMPLETED IN JUNE --

- **Jurisdiction:** Marin County, Caltrans
- **Improvements:** Fixing sidewalk and roadway grades to reduce flooding, shelter installation
- **Weekday Ridership:** 59 passengers



Bellam Blvd & E. Francisco Blvd (40467)

-- WORK TO BE COMPLETED IN JUNE --

- **Jurisdiction:** San Rafael
- **Improvements:** Construct additional sidewalk at back of walk, install trash can and receptacle
- **Weekday Ridership:** 120 passengers



Additional Work to be Approved

40333 – Sir Francis Drake at BHC Hospital



- Replace rotted out wooden roof

42020 – College Ave & Kent Ave



- Install shelter

Questions?

Anna Penoyar

Senior Capital Analyst, Marin Transit

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June 3, 2019

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

SUBJECT: Contract with Mill Valley Refuse Service, Inc. for Portable Toilet Rental and Cleaning Services (#181962)

board of directors

Dear Board Members:

damon connolly
president
supervisor district 1

RECOMMENDATION: Authorize the General Manager to execute an agreement with Mill Valley Refuse Service, Inc. for portable toilet rental and cleaning services through December 31, 2022 at a cost not to exceed \$87,500.

dennis rodoni
vice president
supervisor district 4

SUMMARY: Marin Transit supports the Muir Woods Shuttle (MWS) program and Tiburon Peninsula Traffic Relief Joint Powers Agency (JPA) yellow bus service from two separate facilities. These facilities lack access to basic amenities including bathrooms for drivers or customers. Historically, Marin Transit requested quotes from local vendors for portable toilet rentals for each program on an annual basis. The dollar value for each contract was below the \$25,000 threshold that requires the General Manager to seek Board authorization.

kate colin
2nd vice president
city of san rafael

judy arnold
director
supervisor district 5

As these programs have matured, Marin Transit staff recognized the need to combine the portable toilet procurements into one longer term contract. This will reduce staff time associated with requesting quotes each year for on-going service. Additionally, the multi-year contract confirms pricing and reduces the risk of unforeseen price increases.

stephanie moulton-peters
director
city of mill valley

katie rice
director
supervisor district 2

Staff received quotes for portable toilet rentals and cleaning services from United Site Services, Honey Bucket, and Mill Valley Refuse Service, Inc. (MV Refuse). Staff recommends that your Board authorize the General Manager to execute an agreement with the low bidder, MV Refuse, for a three-and-a-half-year contract with a not to exceed value of \$87,500. The annual amount broken down by program is provided in Table 1 below. MV Refuse has agreed to maintain their prices without an annual escalator for the term of the contract.

kathrin sears
director
supervisor district 3

eric lucan
alternate
city of novato

Table 1: Pricing for Muir Woods Shuttle and Tiburon JPA Services by Fiscal Year

	MWS	JPA	Other Direct Costs	Annual Not to Exceed
FY 19/20	\$ 19,632.11	\$ 1,669.20	\$ 3,698.69	\$ 25,000.00
FY 20/21	\$ 19,632.11	\$ 1,669.20	\$ 3,698.69	\$ 25,000.00
FY 21/22	\$ 19,632.11	\$ 1,669.20	\$ 3,698.69	\$ 25,000.00
FY 22/23	\$ 9,816.06	\$ 834.60	\$ 1,849.35	\$ 12,500.00
Total Not to Exceed Amount				\$ 87,500.00

FISCAL/STAFFING IMPACT:

Staff requests your Board's approval of this agreement with MV Refuse Service, Inc. for portable toilet rental and cleaning services at a cost not to exceed \$87,500. The annual cost of the portable toilet rental for the JPA is included in Marin Transit's yellow bus budget and is passed through to the JPA. This reimbursable expense is included in the Operations Support contract between Marin Transit and the JPA. The Muir Woods Shuttle program budget includes the cost of the portable toilet rental for the Pohono parking lot location. There is no staffing impact associated with this item.

Respectfully submitted,



Kelly Zalewski
Senior Operations Analyst

Attachment: Agreement with Mill Valley Refuse Service, Inc. (#181962)

**MARIN COUNTY TRANSIT DISTRICT
PROFESSIONAL SERVICES CONTRACT**

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

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following service: portable toilet unit rental, delivery/pick-up, and cleaning; 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 **\$ 87,500** 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 July 1, 2019, and shall terminate on December 31, 2022. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. LICENSING AND PERMITS:

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

11. BOOKS OF RECORD AND AUDIT PROVISION:

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

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

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

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

13. TERMINATION:

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

14. APPROPRIATIONS:

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

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

15. RELATIONSHIP BETWEEN THE PARTIES:

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

16. AMENDMENT:

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

17. ASSIGNMENT OF PERSONNEL:

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

18. JURISDICTION AND VENUE:

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

19. INDEMNIFICATION:

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

20. COMPLIANCE WITH APPLICABLE LAWS:

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

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

Exhibit E - Debarment Certification

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

- The certification in this clause is a material representation of fact relied upon by District.
- The Contractor shall provide immediate written notice to District if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - re not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

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

Contract Manager: Kelly Zalewski

Dept./Location: Operations

Telephone No.: 415-226-0872

Notices shall be given to Contractor at the following address:

Contractor:

Address:

Telephone No.:

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

**CONTRACTOR'S
INITIALS**

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

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

CONTRACTOR

By: _____

Name: _____

Title: _____

**APPROVED BY
MARIN COUNTY TRANSIT DISTRICT:**

By: _____

=====

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

County Counsel: _____ **Date:** _____

SCOPE OF SERVICES (required)**Service 1: Pohono – Muir Woods**

Address: 100 Shoreline Hwy, Sausalito, CA 94965

- Unit rental, delivery, and pick-up
- Quantity: 2 – 4 (variable depending on demand)
- Unit descriptions: 1 ADA compliant portable toilet, 1 – 3 regular portable toilet(s)
- Additional items: Separate wash station
- Cleaning frequency: one-time cleaning provided on holiday weekends. No cleaning provided on regular Sat/Sun weekends.
- Annually, Marin Transit will provide an updated schedule to contractor. Year 1 schedule included on the following page.

Service 2: Los Gamos – Yellow Bus

Address: 1600 Los Gamos, San Rafael, CA 94903

- Unit rental, delivery, and pick-up
- Quantity: 1
- Unit description: Regular portable toilet unit with sink included
- Cleaning frequency: weekly
- Year 1 Delivery: August 15, 2019
- Year 1 Pick-up: June 15, 2020
- Future years anticipated to need similar level of service annually. Marin Transit will notify contractor of exact delivery and pick-up dates by August 1 of each year of the agreement.

							Portable Restrooms				
Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Deliver	Remove	Regular	ADA	Wash Station
		5-Jan	6-Jan				5-Jan	7-Jan	1	1	1
		12-Jan	13-Jan				12-Jan	14-Jan	1	1	1
		19-Jan	20-Jan	21-Jan			19-Jan	22-Jan	1	1	1
		26-Jan	27-Jan				26-Jan	28-Jan	1	1	1
		2-Feb	3-Feb				2-Feb	4-Feb	1	1	1
		9-Feb	10-Feb				9-Feb	11-Feb	1	1	1
		16-Feb	17-Feb	18-Feb			16-Feb	19-Feb	2	1	1
		23-Feb	24-Feb				23-Feb	25-Feb	1	1	1
		2-Mar	3-Mar				2-Mar	4-Mar	1	1	1
		9-Mar	10-Mar				9-Mar	11-Mar	1	1	1
		16-Mar	17-Mar				16-Mar	18-Mar	1	1	1
		23-Mar	24-Mar				23-Mar	25-Mar	1	1	1
		30-Mar	31-Mar				30-Mar	1-Apr	1	1	1
		6-Apr	7-Apr				6-Apr	8-Apr	2	1	1
		13-Apr	14-Apr				13-Apr	15-Apr	2	1	1
		20-Apr	21-Apr				20-Apr	22-Apr	2	1	1
		27-Apr	28-Apr				27-Apr	29-Apr	2	1	1
		4-May	5-May				4-May	6-May	2	1	1
		11-May	12-May				11-May	13-May	2	1	1
		18-May	19-May				18-May	20-May	3	1	1
		25-May	26-May	27-May			25-May	28-May	3	1	1
		1-Jun	2-Jun				1-Jun	3-Jun	3	1	1
		8-Jun	9-Jun				8-Jun	10-Jun	3	1	1
		15-Jun	16-Jun				15-Jun	17-Jun	3	1	1
		22-Jun	23-Jun				22-Jun	24-Jun	3	1	1
		29-Jun	30-Jun				29-Jun	1-Jul	3	1	1
		4-Jul					4-Jul	5-Jul	3	1	1
		6-Jul	7-Jul				6-Jul	8-Jul	3	1	1
		13-Jul	14-Jul				13-Jul	15-Jul	3	1	1
		20-Jul	21-Jul				20-Jul	22-Jul	3	1	1
		27-Jul	28-Jul				27-Jul	29-Jul	3	1	1
		3-Aug	4-Aug				3-Aug	5-Aug	3	1	1
		10-Aug	11-Aug				10-Aug	12-Aug	3	1	1
		17-Aug	18-Aug				17-Aug	19-Aug	3	1	1
		24-Aug	25-Aug				24-Aug	26-Aug	3	1	1
		31-Aug	1-Sep	2-Sep			31-Aug	3-Sep	3	1	1
		7-Sep	8-Sep				7-Sep	9-Sep	2	1	1
		14-Sep	15-Sep				14-Sep	16-Sep	2	1	1
		21-Sep	22-Sep				21-Sep	23-Sep	2	1	1
		28-Sep	29-Sep				28-Sep	30-Sep	2	1	1
		5-Oct	6-Oct				5-Oct	7-Oct	1	1	1
		12-Oct	13-Oct				12-Oct	14-Oct	1	1	1
		19-Oct	20-Oct				19-Oct	21-Oct	1	1	1
		26-Oct	27-Oct				26-Oct	28-Oct	1	1	1
		2-Nov	3-Nov				2-Nov	4-Nov	1	1	1
		9-Nov	10-Nov				9-Nov	11-Nov	1	1	1
		16-Nov	17-Nov				16-Nov	18-Nov	1	1	1
		23-Nov	24-Nov				23-Nov	25-Nov	1	1	1
28-Nov	29-Nov	30-Nov	1-Dec				28-Nov	2-Dec	2	1	1
		7-Dec	8-Dec				7-Dec	9-Dec	1	1	1
		14-Dec	15-Dec				14-Dec	16-Dec	1	1	1
		21-Dec	22-Dec				21-Dec	23-Dec	1	1	1
26-Dec	27-Dec	28-Dec	29-Dec	30-Dec	31-Dec	1-Jan	26-Dec	2-Jan	2	1	1
									100	53	53

FEES AND PAYMENT SCHEDULE (required)

DISTRICT shall pay CONTRACTOR as follows:

(1) BASE CONTRACT FEE.

For Service 1: Pohono – Muir Woods, DISTRICT shall pay CONTRACTOR the annual fee of \$19,632.11 during the term of the contract. The annual fee is based on the following per unit price breakdowns.

	Unit Quantity	Special Event Rate	Total	Quantity	Damage Waiver	Total
Delivery/Removal	156	32.00	4992.00			
Regular Unit service	100	54.00	5400.00	100	7.50	750.00
Regular Unit rental	100	5.00	500.00	0	7.50	0.00
			0.00	0		0.00
			0.00	0		0.00
			0.00	0		0.00
ADA Unit service	53	66.00	3498.00	0	10.00	0.00
ADA Unit rental	53	10.00	530.00	53	10.00	530.00
Stand Sink service	53	45.00	2385.00	0	5.00	0.00
Stand Sink rental	53	5.00	265.00	53	5.00	265.00
			0.00	0	5.00	0.00
			0.00			
Weekend Cleaning		75.00	0.00			

	Sub Total	17,570.00	Damage Waiver Fees	1545.00
	Tax Rate	8.25%		
	Sales Tax	517.11		
	Total without Damage Waiver Protection	\$18,087.11		
		1545.00		
	Total with Damage Waiver Protection	\$19,632.11		

For Service 2: Los Gamos – Yellow Bus, DISTRICT shall pay CONTRACTOR a contract fee of \$160.42 per month plus a one-time delivery/removal fee of \$65.00 annually. The total annual amount is \$1,669.20 during the term of the contract based on the following per unit price breakdowns.

	Unit Quantity	Rate	Total	Quantity	Damage Waiver	Total
Delivery/Removal (one time annually)	1	65.00	65.00			
Regular Unit service	1	133.00	133.00	1	10.00	10.00
Regular Unit rental	1	5.00	5	0	0	0.00
		Monthly Sub Total	\$138.00			
		Tax Rate	8.25%			
		Sales Tax	\$12.42			
		Monthly Total	\$160.42			

- (2) Other Direct Costs. DISTRICT will pay other direct costs with prior written authorization up to \$3,698.69, annually. These are direct costs related to unforeseen needs such as, but not limited to, additional unit rentals, extra cleanings, or unit replacement.
- (3) MILEAGE. DISTRICT shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract.
- (4) TRAVEL COSTS. DISTRICT shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract.
- (5) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for DISTRICT. Payment for additional services shall be made to CONTRACTOR by DISTRICT if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (6) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is 3.5 years. The maximum amount payable to Contractor under this Contract for this period is \$25,000 annually not to exceed \$87,500 for the term of the agreement.

EXHIBIT "D"**FTA GRANT CONTRACT PROVISIONS PROFESSIONAL SERVICES (Update Highlighted Sections)****1) FEDERAL OBLIGATION**

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

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

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

3) ACCESS TO RECORDS AND REPORTS

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

4) FEDERAL CHANGES

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

5) TERMINATION

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

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

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

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

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

6) CIVIL RIGHTS

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

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

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

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

7) DISADVANTAGED BUSINESS ENTERPRISE

- a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **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) ENERGY CONSERVATION

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

11) PRIVACY ACT

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

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



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board of directors

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supervisor district 1

dennis rodoni
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director
city of mill valley

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director
supervisor district 2

kathrin sears
director
supervisor district 3

eric lucan
alternate
city of novato

June 3, 2019

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

SUBJECT: Marin Transit Passenger Code of Conduct

Dear Board Members:

RECOMMENDATION: Information only.

SUMMARY: Marin Transit's Passenger Code of Conduct outlines expectations or rules for rider behavior on board fixed route transit services and identifies exceptions to these rules. It also outlines the District's policy on suspension of service if these rules are continually violated. Until 2016, Marin Transit used Golden Gate Transit's code of conduct, then the District developed its own rider guide and updated its website. While there continues to be consistency across both policies, Marin Transit maintains and updates its Rider Code as needed.

Currently, the policy is available on the Marin Transit website. In June 2019, the Code of Conduct will be printed and displayed on all Marin Transit vehicles and available at the Customer Service Center at the San Rafael Transit Center. Depending on the vehicle type, the Code of Conduct will be displayed in the ad rail space above the seats or as a brochure.

The *Code of Conduct* brochure is provided as an attachment.

FISCAL/STAFFING IMPACT: None

Respectfully submitted,

Kelly Zalewski
Senior Operations Analyst

Attachment: *Passenger Code of Conduct* brochure (June 2019 version)

Exceptions

Marin Transit is committed to ensuring full access to our services. If you believe there is a modification to this code of conduct or any Marin Transit policy or procedure which will make our system accessible to you, and it can be reasonably made, Marin Transit will make every effort to accommodate your request. For more information regarding Marin Transit's reasonable modification policy and the process for requesting a reasonable modification, please visit marintransit.org. In the event that the modification is of an immediate nature, the bus driver may make a one-time exception.

Excepciones

Marin Transit se compromete a garantizar el pleno acceso a nuestros servicios. Si usted cree que hay una modificación de este código de conducta o de cualquier política o procedimiento de Marin Transit que haría que nuestro sistema fuera accesible para usted, y se puede hacer de forma razonable, Marin Transit hará todo lo posible para satisfacer su petición. Para solicitar una modificación razonable a una política de Marin Transit, visite el sitio de web: www.marintransit.org. En el caso de que la modificación sea de carácter inmediato, el conductor del autobús, a su discreción, puede hacer una excepción de una sola vez.



Suspension of Service

Marin Transit reserves the right to suspend service to individuals who violate any of the policies and/or rules contained herein. The first violation of the Code may result in a warning letter. The second violation may result in a suspension of riding privileges on any Marin Transit service. The third violation may result in indefinite suspension of riding privileges. Passengers may appeal a suspension by contacting Marin Transit.

Suspensión del servicio

Marin Transit se reserva el derecho a suspender el servicio a las personas que incumplan cualquiera de las políticas y/o reglas establecidas en el presente documento. El primer incumplimiento de este Código puede resultar en una carta o notificación de advertencia. El segundo incumplimiento de este Código puede resultar en una suspensión de los privilegios de viaje. El tercer incumplimiento de este Código puede resultar en la suspensión indefinida de los privilegios de viaje en cualquier servicio Marin Transit. Los pasajeros pueden apelar una suspensión de servicio contactando a Marin Transit.



for more information on the code of conduct, scan the QR code or visit:

www.marintransit.org/codeofconduct

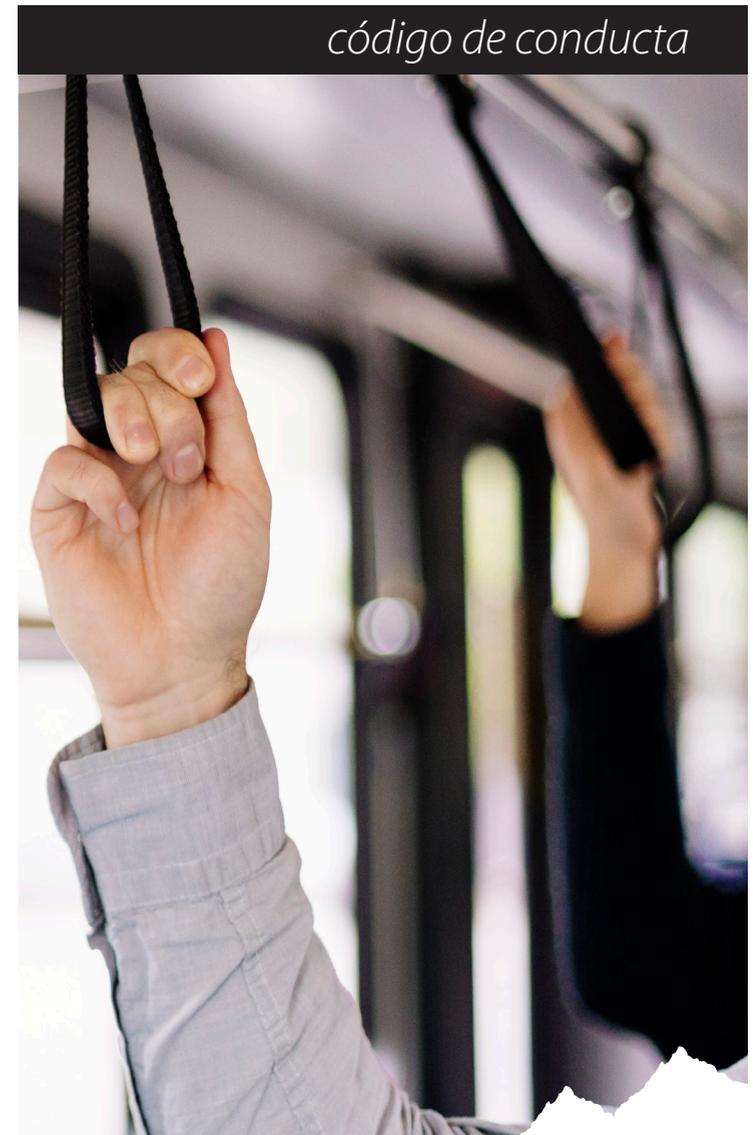
para más información sobre el código de conducta escanee el código o visite www.marintransit.org/codeofconduct

www.marintransit.org



code of conduct

código de conducta



information subject to change
información sujeta a cambios

Rules (Reglas)

- **All passengers must follow the directives of a bus driver with regard to these policies and their enforcement.**
Todos los pasajeros deben cumplir con las indicaciones del conductor del autobús, con respecto a estas políticas y su aplicación.
- **Refusing to pay fare is unlawful, and can result in arrest, fines, or ejection from the bus.**
Negarse a pagar la tarifa es ilegal, y puede resultar en arresto, multas, o expulsión del autobús.
- **Priority seating is reserved for seniors, passengers with disabilities, and pregnant women. Passengers will be asked to relinquish a seat which has been designated as “Priority Seating” if requested to do so by or on behalf of any of the aforementioned riders. This rule also extends to occupying any location designated for use by persons using wheelchairs if such location is required to accommodate a person using a wheelchair.**
Los asientos de prioridad están reservados para las personas mayores, los pasajeros con incapacidad, y las mujeres embarazadas. Se les pedirá a los pasajeros ceder un asiento que haya sido designado como “asiento de prioridad”, si así se lo solicita alguno de los pasajeros antes mencionados u otra persona en nombre de dicho pasajero. Esta regla también se extiende a ocupar cualquier lugar designado para su uso por personas en sillas de ruedas si se requiere dicho lugar para dar cabida a una persona que utiliza una silla de ruedas.
- **Lying down or occupying more than one seat, with your body, luggage or other personal belongings is not permitted.**
No se permite recostarse u ocupar más de un asiento con su cuerpo, su equipaje u otros objetos personales.
- **Strollers, wheeled carts, and foldable powered and non-powered non-ADA personal mobility devices must be folded before boarding, switched off if powered, and stowed safely away from the aisles and safety exits. These items cannot interfere with customer movement and cannot block wheelchair access.**
Cochechitos, carritos con ruedas, y aparatos de movilidad personal plegables no-ADA, motorizados y no motorizados, deben plegarse antes de embarcar, apagarse si están prendidos, y deben guardarse de forma segura lejos de los pasillos y salidas de seguridad. Estos artículos no pueden interferir con el movimiento del cliente y no pueden bloquear el acceso de las sillas de ruedas.
- **Pets can be transported in a carrier, but must remain in the carrier for the entirety of the trip. The carrier must fit on your lap or under your seat.** *Service animals are excluded from this policy.*
Los animales de servicio deben permanecer bajo el control del pasajero en todo momento y deben abstenerse de conductas agresivas mientras se encuentren a bordo.
- **Disruptive conduct of any nature by passengers may result in the removal from the bus.**
La conducta disruptiva de cualquier índole por parte de los pasajeros puede resultar en la expulsión del pasajero infractor del autobús.
- **Damaging or defacing the vehicle or other transit property, including but not limited to bus shelters, benches, and signs is prohibited.**
Se prohíbe dañar o desfigurar el vehículo u otros bienes de transporte público, incluyendo pero no limitados a paradas de autobús con techo, bancos y signos.
- **Opening or tampering with emergency windows is prohibited, except during an emergency.**
Se prohíbe abrir o manipular las ventanas de emergencia, excepto durante una emergencia.
- **Conversations between passengers and on cell phones must be kept at a reasonable volume.**
Las conversaciones entre pasajeros y por teléfono celular deben mantenerse a un volumen razonable.
- **Threatening, vulgar or abusive language while onboard is not permitted.**
No se permite usar lenguaje amenazante, vulgar o abusivo, mientras se encuentre a bordo.
- **Music or media devices can only be listened to with headphones or earphones.**
Sólo se puede escuchar música o dispositivos de medios portátiles con auriculares o audífonos.
- **Smoking, drinking, or eating onboard is not permitted.**
No se permite fumar, beber o comer a bordo de los autobuses.
- **Possession or consumption of illegal drugs or alcohol is not permitted.**
No se permite la posesión ni el consumo de drogas ilegales o alcohol.
- **Possession of any weapon is not permitted.**
No se permite la posesión de ninguna arma.
- **Flammable materials are not allowed onboard the bus.**
No se permiten materiales inflamables a bordo del autobús.
- **Throwing any object from or inside the bus is not permitted.**
No se permite aventar ningún objeto dentro del autobús ni hacia afuera.

Passengers are expected to follow this Code of Conduct to ensure a safe environment on all Marin Transit buses and facilities. Any violation of this Code, Federal, State, or local law, including but not limited to conduct described in California Penal Code Section 640 can result in arrest, fine, refusal of service, and/or ejection from the system.

Se espera que los pasajeros se adhieran a este Código de Conducta para garantizar un ambiente seguro en todos los autobuses e instalaciones de Marin Transit. Cualquier incumplimiento de este Código, o de las leyes federales, estatales o locales, incluyendo pero no limitado a la conducta descrita en la sección 640 del Código Penal de California puede resultar en arresto, multa, negación de servicio y/o expulsión del sistema.



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June 3, 2019

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

SUBJECT: Authorizing Resolution and Project List for California's State of Good Repair Program

board of directors

Dear Board Members:

damon connolly
president
supervisor district 1

RECOMMENDATION: Adopt Resolution #2019-03 Approving the Project List for FY2019/20 for the California State of Good Repair Program.

dennis rodoni
vice president
supervisor district 4

SUMMARY: Staff requests that your Board adopt Resolution #2019-03 (Attachment A) approving the project list and authorizing the General Manager to submit a request for Scheduled Allocation of the SB1 State of Good Repair Funds (SGR) FY2019/20 funds.

kate colin
2nd vice president
city of san rafael

The SGR Program is funded with a portion of a new California Transportation Improvement Fee on vehicle registrations created under State Senate Bill (SB) 1. The SB1 SGR program provides approximately \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation, and capital projects. These funds are allocated to eligible agencies under the State Transit Assistance (STA) Program formula pursuant to Public Utilities Code (PUC) section 99312.1. Under the STA formula, half of the funds are allocated based on population and half based on transit operator revenues.

judy arnold
director
supervisor district 5

This is the third year of funding under the SB1 SGR program. For FY2019/20, the State Controller has indicated that \$216,827 will be available to Marin Transit according to our revenue share. This is a 2.5 percent increase over the prior year of funding.

stephanie moulton-peters
director
city of mill valley

Marin Transit Project List

katie rice
director
supervisor district 2

Consistent with prior years, Marin Transit staff recommends programming the FY2019/20 SGR funds towards vehicle purchases to ensure the state of good repair of the District's revenue vehicle fleet. As shown in Table 1, the SGR fund will contribute two percent of project funding for the replacement of seven articulated bus with eleven 40ft hybrid vehicles.

kathrin sears
director
supervisor district 3

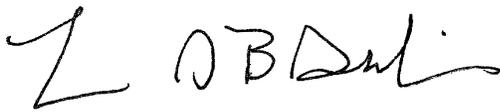
eric lucan
alternate
city of novato

Table 1: Marin Transit SGR Project List

<i>Project Title</i>	<i>Project Description</i>	<i>FY2019/20 SB1 SGR</i>	<i>Local Property Tax & Measure A/AA</i>	<i>Federal Funds</i>	<i>Total</i>
<i>Purchase Eleven 40ft Hybrid Replacement Vehicles</i>	<i>Replace seven articulated vehicles that are beyond their useful lives, with eleven 40ft hybrid vehicles (12-year life)</i>	<i>\$216,827</i>	<i>\$1,624,173</i>	<i>\$7,216,000</i>	<i>\$9,057,000</i>

FISCAL IMPACT: With this action, Marin Transit will have the requisite Board approvals to apply for the \$216,827 in FY2019/20 SGR funding. This programming of SGR funds is consistent with the FY2019/20 Draft Budget and the District's 10-year capital plan.

Respectfully submitted,



Lauren Gradia
Director of Finance and Capital Programs

Attachment A - Resolution 2019-03

RESOLUTION #2019-03**APPROVING THE PROJECT LIST FOR FY 2019-20
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, establishing the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, SGR funds are allocated by the *Metropolitan Transportation Commission*; and

WHEREAS, the *Marin County Transit District* share of SGR funds for fiscal year 2019-20 is estimated to be \$216,827; and

WHEREAS, these funds will be used towards the purchase of eleven 40ft hybrid replacement vehicles; and

WHEREAS, in order to qualify for these funds, the *Marin County Transit District* is required to submit a proposed project list to California Department of Transportation (Caltrans) on an annual basis; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors for the Marin County Transit District hereby approves the SB1 State of Good Repair Project List for FY 2019-20; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the *Marin County Transit District* that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the *General Manager* is hereby authorized to submit a request for Scheduled Allocation of the SB1 State of Good Repair Funds and to execute the related grant applications, forms and agreements.

APPROVED AND PASSED this 3th day of June 2019

President

ATTEST:

Nancy Whelan, General Manager



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June 3, 2019

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

SUBJECT: Marin County Transit District Final Operating and Capital Budget for FY 2019/20

board of directors

Dear Board Members:

damon connolly
president
supervisor district 1

RECOMMENDATION: Adopt FY 2019/20 budget.

dennis rodoni
vice president
supervisor district 4

SUMMARY: Marin Transit's draft budget for July 1, 2019 to June 30, 2020 was distributed at your Board's May 6, 2019 meeting. At today's meeting, staff will describe changes to the draft budget since May and present a proposed final budget.

kate colin
2nd vice president
city of san rafael

The FY 2019/20 Expenditure Budget for Operations and Capital Projects of \$55.1 million is balanced without the use of reserve funding (Table 1). The expenditure budget allows for a fully funding the Emergency Reserve (two months operating expenses), a Contingency Reserve (four months of operating expenses), and a Capital Reserve of \$10.7 million. The capital reserve is designed to reduce the District's future needs for borrowing or bonding for large capital projects.

judy arnold
director
supervisor district 5

The FY 2019/20 draft budget spends \$3 million of property tax funds (Capital Reserves) on an operation and maintenance facility. There are additional Capital Reserves available to construct the operations and maintenance facility and to provide local match funds for upcoming vehicle replacements.

stephanie moulton-peters
director
city of mill valley

katie rice
director
supervisor district 2

The operating expense budget of \$33.6 million is a three percent increase over the FY 2018/19 budget and provides for a similar level of fixed route service and a seven percent increase in local paratransit service hours. The primary Operations Budget cost increases are from annual increases in contract operations rates and increased fuel costs due to rising fuel prices.

kathrin sears
director
supervisor district 3

eric lucan
alternate
city of novato

The \$37.2 million operating revenue budget is a five percent increase over the FY 2018/19 budget. Increased property tax receipts and State Transit Assistance (STA) funds from Senate Bill 1 and Transportation Development Act (TDA) help offset the rising contract operations and fuel costs. The draft budget includes current Metropolitan Transportation Commission (MTC) revenue projections for STA and TDA funds, Measure A/AA estimates from the Transportation Authority of Marin (TAM), and County of Marin estimates for property tax revenue.

On November 6, 2018, the passage of Measure AA renewed Marin County's 1/2-cent transportation sales tax. This has a significant impact in stabilizing Marin Transit's long-term financial outlook. Local sales tax funding is 39 percent of Marin Transit's operations budget. The new sales tax expenditure plan retains transit as a key strategy with 55 percent of programmed sales tax revenues dedicated to transit related sub-strategies. The Transportation Authority of Marin (TAM) is still developing a strategic plan that will determine the policies related to the measure's administration, reserves, and prior commitments. These will affect the final dollar amounts allocated to transit. TAM staff provided initial information that indicated the Measure AA annual programming to Marin Transit will be \$2.0 million less per year, or 15 percent lower, than under Measure A.

The budget document attached to this report provides additional information and describes trends for Administration, Local Service, Yellow Bus Service, Rural Service, and Marin Access categories in the operations budget.

Marin Transit's capital expenditure budget is \$21.6 million. Over half of this budget provides local matching funds to purchase replacement vehicles. The capital budget includes funds to replace fifteen vehicles and purchase a site for an operations and maintenance facility. State and federal grants fund 67 percent of the proposed FY 2019/20 capital budget.

Table 1: Budget Summary

	<i>FY 2017/18 Actual</i>	<i>FY 2018/19 Final Budget</i>	<i>FY 2018/19 Estimated Actual</i>	<i>FY 2019/20 Draft Budget</i>	<i>FY 2019/20 Final Budget</i>
Revenue					
<i>Capital</i>	11,485,678	13,041,596	4,394,116	18,583,692	18,583,692
<i>Operations</i>	32,344,147	35,558,675	34,645,929	37,301,521	37,159,021
Total Revenue	\$43,829,825	\$48,600,271	\$39,040,045	\$55,885,213	\$55,742,713
Expenditures					
<i>Capital</i>	11,517,302	16,041,596	4,394,116	21,583,692	21,583,692
<i>Operations</i>	28,610,278	32,471,027	30,849,749	33,597,353	33,567,353
Total Expenditures	\$40,127,580	\$48,512,623	\$35,243,865	\$55,181,045	\$55,151,045
<i>Net Change in Fund Balance</i>	\$3,702,245	\$87,648	\$3,796,180	\$704,168	\$591,668
<i>Emergency Reserve</i>	4,992,037	5,411,838	5,411,838	5,599,559	5,594,559
<i>Contingency Reserve</i>	9,984,074	10,823,676	10,823,676	11,199,118	11,189,118
<i>Capital Reserve</i>	8,160,238	6,988,485	10,697,017	10,838,022	10,740,523
<i>Fund Balance (total reserve)</i>	\$23,136,349	\$23,223,997	\$26,932,529	\$27,636,697	\$27,524,197

Final Budget Compared to Draft Budget

The proposed final operations and capital budget for FY 2019/20 includes the following changes from the draft budget:

- Adjusts Federal Section 5307 funding for ADA paratransit from \$683,461 to \$687,028 to match final programming amount;
- Reduces Marin Transit Connect fare revenue to better match FY2018/19 estimated actuals, and increases Measure AA budget expenditure to cover expenses;
- Reduces Measure A/AA carryforward numbers from \$6.125 to \$4.7 to reflected correct numbers from TAM;
- Reduces Measure A/AA FY2019/20 Budget Revenues for Sub strategy 1.2 Rural by \$73,359, based on the lower available amount from TAM. The budget programs property tax revenue to offset this reduction in Measure AA revenue;
- Reduces Measure A/AA FY2019/20 Budget Revenues for Sub strategy 1.3, Marin Access by \$38,541, based on the lower available amount from TAM. The budget programs property tax revenue offset this reduction in revenue; and
- Adds \$30,000 of Measure AA funding to the Ross Valley yellow school bus program, and reduces the expected yellow bus fare revenue by \$30,000, based on your Board's action at the May meeting;

FISCAL IMPACT: Board action will authorize FY2019/20 operations and capital expenditure levels.

Respectfully submitted,



Lauren Gradia
Director of Finance and Capital Projects

Attachment



MARIN TRANSIT BUDGET FY 2019/20

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Figure 8: Marin Access Passengers by Program 34

Figure 9: Capital Project Budget by Type 36

Marin Transit Budget Overview

The Marin County Transit District (Marin Transit) is responsible for local transit service within Marin County, and provides over 3.2 million unlinked passenger trips per year and over 260,000 revenue hours of service. Marin Transit delivers services through contract operators. These include: Golden Gate Bridge Highway & Transportation District (GGBHTD), Marin Airporter, MV Transportation, Marin Senior Coordinating Council (Whistlestop), and Michael's Transportation. Marin Transit's Short Range Transit Plan (SRTP) is the primary service and financial planning document for the District, and includes ten years of financial projections for operations and capital programs. The District's Board adopted the most recent SRTP on December 18, 2017.

Budget Process and Timeline

The budget process begins in late February as a review of District and program level goals and objectives with finance and operations staff. In March, budget meetings focus on each program area. The Director of Finance compiles all the program data and develops a draft budget to present to the Board of Directors at their April meeting. The final budget incorporates any changes from the draft version, and the Board adopts the budget at its May or June meeting.

The following is the timeline for fiscal year July 1, 2019 to June 30, 2020 (FY 2019/20) budget development:

February 25, 2019	Budget kick-off meeting
March-April 2019	Program level budget meetings
May 6, 2019	Draft budget presented to Board of Directors
June 3, 2019	Adoption of final budget

Relevant Financial Policies

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

Basis of Accounting

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

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

Annual Budget Adoption

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

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

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

Budget Amendment

Budget control occurs at the total program level (administration, local, yellow bus, rural, Marin Access, capital). Deviations from budgeted line item amounts are acceptable if the total program expenses do not exceed the budget authority.

Budget authority transfers between programs require General Manager approval and must be made such that total budget expenditures are not exceeded.

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

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

Reserve Policy

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

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

Any reserve balance equal to but not exceeding two months operating expenditures is defined as the emergency reserve. The emergency reserve will be available for use during prolonged revenue shortages to sustain District

operations until service reductions, program cuts, or fare increases are made to reestablish a balanced budget and restore the emergency reserve.

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

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

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

Indirect Costs

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

Budget Summary

The FY 2019/20 expenditure budget for operations and capital projects is \$55.7 million. The expenditure budget allows for a fully funded Emergency Reserve (two months operating expenses), a Contingency Reserve of four months of operating expenses, and a Capital Reserve of \$10.9 million. The proposed budget continues existing service levels with existing operations contracts and modestly increasing fuel prices. Capital expenditures are comparable with continued investments in the revenue service vehicles, bus stop improvements, operations facilities. The Capital budget include the expenditure of \$3.00 million in capital reserve to purchase a yellow bus parking facility.

Table 1: Budget Summary

	FY 2017/18 Actual	FY 2018/19 Final Budget	FY 2018/19 Estimated Actual	FY 2019/20 Draft Budget	FY 2019/20 Final Budget
Revenue					
Capital	11,485,678	13,041,596	4,394,116	18,583,692	18,583,692
Operations	32,344,147	35,558,675	34,645,929	37,301,521	37,159,021
Total Revenue	\$43,829,825	\$48,600,271	\$39,040,045	\$55,885,213	\$55,742,713
Expenditures					
Capital	11,517,302	16,041,596	4,394,116	21,583,692	21,583,692
Operations	28,610,278	32,471,027	30,849,749	33,597,353	33,567,353
Total Expenditures	\$40,127,580	\$48,512,623	\$35,243,865	\$55,181,045	\$55,151,045
Net Change in Fund Balance	\$3,702,245	\$87,648	\$3,796,180	\$704,168	\$591,668
Emergency Reserve	4,992,037	5,411,838	5,411,838	5,599,559	5,594,559
Contingency Reserve	9,984,074	10,823,676	10,823,676	11,199,118	11,189,118
Capital Reserve	8,160,238	6,988,485	10,697,017	10,838,022	10,740,523
Fund Balance (total reserve)	\$23,136,349	\$23,223,997	\$26,932,529	\$27,636,697	\$27,524,197
Expenditure of Restricted Fund Balance	31,624	0	0	0	0
Expenditure of Capital Reserve	0	3,000,000	0	3,000,000	3,000,000

District Fund Balance

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

For the last four years, Marin Transit has been able to rebuild the District's fund balance based on strategic efforts to lower service contract rates and control administrative costs. In addition, increasing revenues from a strong economy have helped fully fund the emergency and contingency reserves and create a capital reserve. The next step in financial stability for the District is transitioning from leased operations and maintenance facilities to a District-owned location. Marin Transit has a \$6.6 million capital project planned for the purchase of right of way for a bus facility and a \$3.0 million project planned for the purchase of yellow bus parking facility. In accordance with the District's SRTP, the FY2019/20 Budget programs \$3.0 million of capital reserves for the purchase of a bus facility.

With the Emergency and Contingency Reserves continuing to be fully funded with the equivalent of six months of operations funds, the Capital Reserve is reduced by \$640,000. The remaining Capital Reserve will be needed for the upcoming vehicle replacements and additional facility costs.

Local Sales Tax – Measure A and Measure AA

On November 6, 2018, Marin County voters passed Measure AA, a renewal to the county's ½-cent transportation sales tax and new expenditure plan. The first ½-cent sales transportation sales tax (Measure A) was a 20-year measure passed in 2004 and FY 2024/25 would have been the last year of the sales tax. The renewal measure (Measure AA) is a 30-year extension effective April 2019. Local sales tax funding provides approximately 40% of Marin Transit's operating revenues. The sales tax also provides a share of capital funds needed to match federal and state grant funding for vehicles. As shown in the District's 2017 Short Range Transit Plan, without the sales tax funding Marin Transit would need to cut service levels significantly and end programs like the community shuttles, West Marin Stagecoach, Muir Woods Shuttle and school bus service.

The new expenditure plan was updated to reflect the needs of Marin County and projects that were completed under Measure A. Measure AA continues to prioritize local transit and the voter approved expenditure plan indicates that 55% of allocated sales tax revenues will go to local. The expenditure plan for Measure AA does make changes to the sub-strategies and their allocations within the transit strategy and there are changes to the amount of funding that is taken "off the top" before the allocations are made. Table 2 compares the allocations under Measure A to Measure AA. The largest difference is the addition of the School Service sub-strategy. Funds were spent on supplemental school, the youth bus pass program and yellow bus under the Local Service sub-strategy in Measure A. Additional funds are committed to school transportation in Measure AA.

Table 2: Comparison of Local Transit Programmed Funding in Measure AA to Measure A

Local Transit Sub-Strategy	Measure A %s ¹	FY 2018/19 Measure A Program ²	Measure AA %s ³	FY2019/20 Measure AA (Estimated Program)
Local Bus Service	37%	\$ 9,724,303	33%	\$ 7,392,000
Rural Bus Service	3%	\$ 788,457	3%	\$ 672,000
Special Needs	9%	\$ 2,365,371	9.5%	\$ 2,128,000
Bus Transit Facilities	6%	\$ 1,576,914	4%	\$ 896,000
School Service	0% ⁴	\$ -	5%	\$ 1,120,000
Total to Marin Transit	55%	\$ 14,455,045	45.5%	\$ 12,208,000
Ferry Access ⁵	0%	\$ -	0.5%	\$ 112,000
Total to Local Transit	55%	\$ 14,455,045	55%	\$ 12,320,000

Notes:

- 1) Percentages are applied to sales tax revenue after a 5% admin fee is taken off the top and percentages from completed highway projects re-distributed all other strategies
- 2) Numbers based on a full year at current sale tax receipts under Measure A, TAM will allocate ¾ of the year based on the Measure A expenditure plan and ¼ of the year based on the Measure AA expenditure plan
- 3) Percentages are applied to sales tax revenue after a 5% admin fee and a \$2.35 million reduction (8.5%) for major roads is taken off the top for the first 14 years; effective percent to transit is 45% for the first 14 years.
- 4) Included in Local Bus
- 5) GGBHTD bus service to the ferry was funded on a discretionary basis from Measure A interest. Under Measure AA, funds are committed annually for this service and will be allocated directly to GGBHTD as outlined in the new Expenditure Plan.

The Transportation of Authority of Marin is still developing the strategic plan that will determine policies related to administration, reserves, and prior commitments that will affect the final dollar amounts allocated to transit. Based on the expenditure plan, Marin Transit expected 55% of the estimated \$27 million in annual sales tax revenue, or around \$14.9 million annually, to be available to the transit sub-strategies. Based on initial discussions with the Transportation Authority of Marin, the level of funding to Marin Transit may be closer to \$12 million annually. This is due to a combination of the following factors:

- (A) Conservative projection of sales tax receipts (TAM is projecting decline in FY 2019/20 of 2.8%)
- (B) Potential reduction of allocated transit funds to cover prior Major Road Commitments carried forward from Measure A (TAM staff advised District staff they expect to take funds “off the top” of the annual Measure AA sales tax receipts)
- (C) 5% reduction of allocated funds to create a reserve (may be offset by the release of the Measure A reserve)
- (D) 5% reduction of allocated funds for administration and programming (consistent with Measure A)

A commitment of funds to roadway projects carried forward from Measure A was included in the expenditure plan at \$2.35 million per year for the first 14 years (Measure AA Expenditure Plan, page 31). It is unclear from the Expenditure Plan if this was intended to be made from the roadway strategies, but depending on the outcome of the Strategic Plan, it may be deducted from all strategies (“off the top”), including transit, for the first 14 years of the plan. This would be an 8% reduction in funding per year or about \$1.2 million reduction per year from the amount Marin Transit had expected for transit. The FY2019/20 Budget includes a conservative projection of Measure AA funds and depending on the adopted Measure AA Strategic Plan, any effective reductions in local sales tax funding to Marin Transit will be included in Marin Transit’s current Short Range Transit Plan update. If the funding for transit is reduced for the existing commitments to major roads, it will not affect the FY2019/20 budget due to the anticipated one-time payment of Measure A reserves and the ability to draw down unspent prior year funds. The two biggest near-term challenges for the District from the funding reduction would be:

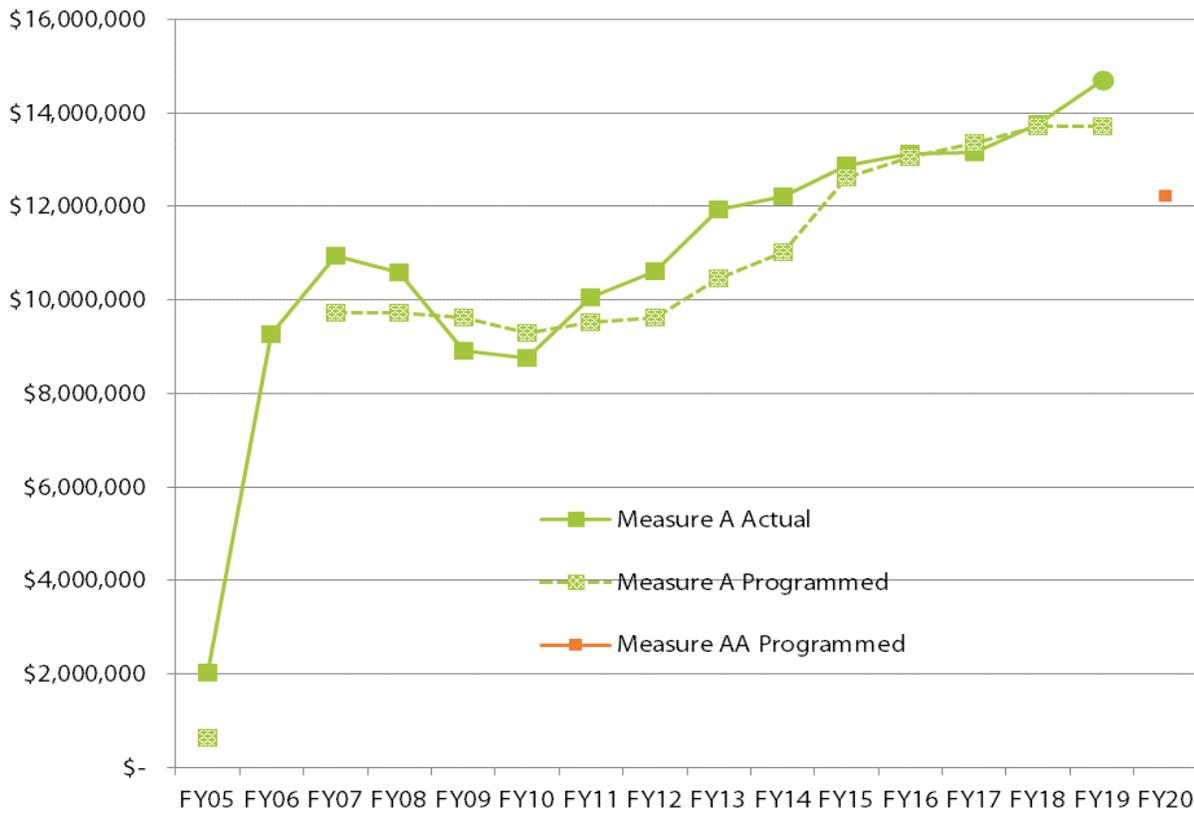
- 1) Lower local matching funds for replacement vehicles. Capital funds (bus transit facilities) were reduced in Measure AA, allowing for a commitment of transit funds for school transportation service. This shift in sub-strategy allocations coupled with the reduction in the overall amount of Measure AA available, will impact whether Marin Transit can match other grants for vehicle replacements in a timely manner.
- 2) Challenges meeting existing commitments for school transportation that were made based on the \$14.9 million local transit strategy funding estimate included in the Measure AA Expenditure Plan. Marin Transit is allocating \$600,000 in Measure AA funds to yellow bus programs in FY2019/20 with the expectation that the allocation would grow by the amount of sales tax revenue growth for the subsequent two years. Allocations for FY2020/21 and beyond may need to be reconsidered depending on the reduction to the fund estimate.

TAM programs Measure A/AA funding to the District based on projections and adjusts future year balances to account for actual receipts. Based on the programmed amounts, Marin Transit requests annual allocations of funds from TAM. Figure 1 shows Marin Transit’s share of Measure A and Measure AA projected revenues and actual

receipts. TAM established a reserve fund under Measure A to account for potential economic declines that could adversely impact sales tax collections. With the termination of the Measure A expenditure plan in 2019, TAM plans to distribute these reserve funds to each of the Measure A categories according to the categories' percentage shares. The FY2019/20 Budget includes an expected distribution of Measure A reserve funds, plus the expenditure of Marin Transit Measure A balances from unspent prior year funds. These one-time funds mitigate the near-term effect of lower Measure AA funding for Marin Transit.

The growth rate of sales tax slowed to 0.2% in FY2016/17 after recovering from the decline in FY2007/08. FY2017/18 show renewed growth (4.8%) and based on initial receipts FY2018/19 shows strong growth (6.3%). TAM is projecting a 2.8% decline in sales tax receipts in FY2019/20 to allow for a potential economic recession. Growth of sales tax in Marin County is typically low due to limited population and job growth that are key drivers of retail sales. The projected Marin County sales tax revenue growth below expected price inflation will slowly impact the District's ability to sustain service.

Figure 1: Programmed Measure A/AA Transit Funds by Fiscal Year (TAM Projection vs Actual Receipts)¹



The District's actual expenditure of Measure A/AA revenue varies due to capital replacement cycles and the availability of other grant funds in a particular year (Figure 2). In a given year, any unclaimed Measure A/AA revenue is available for TAM to allocate to Marin Transit in future years.

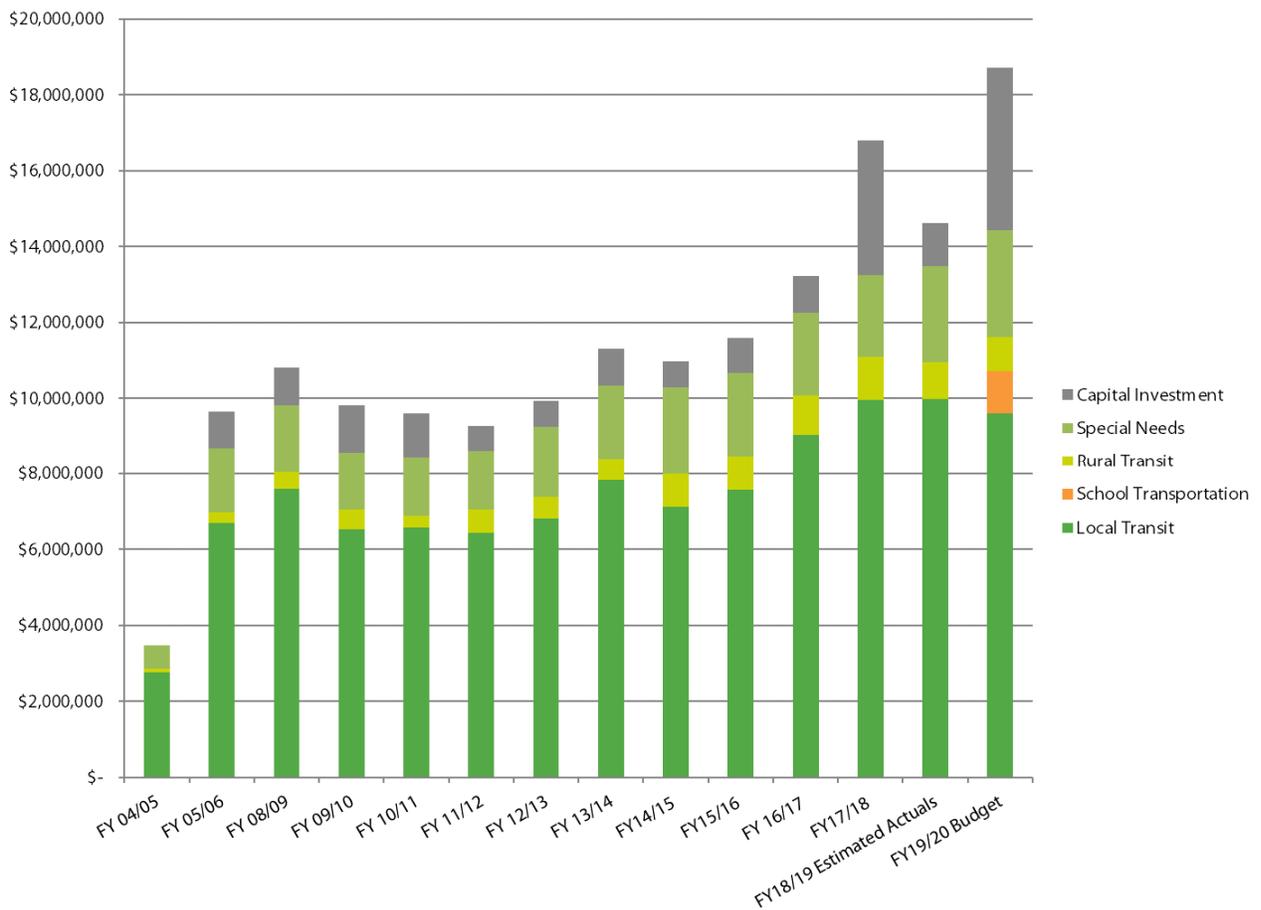
¹ Based on TAM 2018 Measure A SPU, and TAM 2019 Measure AA SPU

Based on the following assumptions Marin Transit will have a balance of \$4.7 million in unallocated and carryover Measure A/AA at the end of FY 2019/20:

- FY 2018/19 sales tax receipts at TAM projected level;
- Prior Year Measure A actuals based on pending TAM Measure A Strategic Plan Update 2019
- \$3.2 million in Measure A reserves returned to Strategy (pending TAM board action)
- \$12.208 million in Measure AA FY 2019/20 funds programmed to Marin Transit (Draft Measure AA Strategic Plan 2019); and
- Marin Transit expenditures of Measure A and Measure AA as included in the FY 2019/20 budget

The estimated unallocated and carryover funds are \$4.7 million and include \$4.2 million in Local Bus funds and \$500,000 in Bus Transit Facilities funds. TAM holds these unallocated funds, and they are not included in Marin Transit’s Emergency or Contingency Reserve funds. Instead, Marin Transit programs these funds in the ten-year operation and capital financial forecasts in the adopted SRTP. Figure 2 shows the annual expenditure of local sales tax funds by category. Consistent funding availability is critical to maintaining transit service operations.

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



Operations Budget

Marin Transit's FY 2019/20 operations budget provides for operation of the following services:

Local Basic and Local Trunkline	116,000 revenue hours
Local Connector (Community Shuttles)	43,600 revenue hours
Supplemental School and Partnership	6,850 revenue hours
Muir Woods Shuttle	6,500 revenue hours
Novato Dial-A-Ride	2,400 revenue hours
Yellow School Bus Service	6 buses
West Marin Stagecoach Service	16,400 revenue hours
Rural Dial-A-Ride Service	435 revenue hours
Local Paratransit Service	63,800 revenue hours
Regional Paratransit Service	8,500 revenue hours
Catch-A-Ride	15,400 trips
Volunteer Driver	15,700 trips
Transit Connect (pilot)	8,500 revenue hours

The operating expense budget of \$33.6 million is a 3% increase over the FY 2018/19 budget (Table 3), and provides for a similar level of fixed route service and an increase in paratransit service hours. The largest cost increases are from contract service operations, both for increased service and for increased contract rates. Wage pressure and historically increasing fuel prices are increasing transit operations costs faster than inflation.

Table 3: Operations Budget (Admin, Local, Yellow Bus, Rural, & Marin Access)

	FY 2017/18 Actual	FY 2018/19 Budget Revised	FY 2018/19 Estimated Actuals	FY 2019/20 Final Budget	% Δ from FY2018/19 Budget
Revenue					
Fare Revenue	4,044,536	4,227,620	4,075,326	4,160,781	-2%
Advertising & Other Revenue	424,774	412,206	402,860	408,000	-1%
Reimbursements (GGBHTD, WSW)	1,943,098	2,026,564	1,914,811	2,097,563	4%
Interest	118,552	70,250	190,620	150,700	115%
Measure A	13,255,076	14,046,065	13,385,396	6,899,497	-51%
Measure A Interest	85,000	85,000	85,000	0	-100%
Measure AA	0	0	0	7,508,005	-
Measure B	817,779	1,120,000	886,000	1,245,000	11%
Property Taxes	4,294,379	4,436,683	4,546,554	4,629,004	4%
Development Fees	47,832	58,200	48,235	39,950	-31%
State Transit Assistance (STA)	1,285,220	1,841,702	1,841,702	2,375,692	29%
Transit Development Act (TDA)	4,614,306	5,109,399	5,109,399	5,836,446	14%
Other State	147,950	354,524	389,532	18,800	-95%
FTA Funds	1,151,839	1,351,823	1,368,160	1,338,413	-1%
National Park Service	154,887	458,000	402,334	452,570	-1%
Transfers to Capital Budget	(41,080)	(39,360)	0	(1,400)	-96%
Total Revenue	32,344,148	35,558,676	34,645,929	37,159,021	5%
Expenses					
Salaries and Benefits	2,025,436	2,556,016	2,325,801	2,675,000	5%
Professional Service	555,159	558,531	432,717	727,217	30%
Professional Service- Legal	72,323	150,000	7,870	0	-100%
Security and Maintenance	261,036	297,548	280,423	303,854	2%
Customer Service	528,266	783,263	604,326	651,950	-17%
Indirect County Overhead	2,009	2,575	0	2,652	3%
Mobility Management Support Programs	8,363	24,835	12,700	29,800	20%
Grants to Other Agencies	0	0	0	405,485	-
Office Supplies	193,344	223,888	229,953	233,808	4%
General Insurance	27,860	29,870	36,166	40,000	34%
Contract Service Operation	22,693,306	25,119,706	24,313,282	25,631,104	2%
Membership & Prof Development	20,502	61,800	14,845	63,654	3%
Mileage and Travel	15,925	23,690	15,891	24,401	3%
Marketing	98,035	243,881	139,708	246,808	1%
Communication	171,216	198,436	131,192	227,623	15%
Fuel	2,161,544	2,431,546	2,541,009	2,663,294	10%
Vehicle and Vehicle Parking Leases	23,280	23,980	23,980	24,730	3%
Office - Rental and Overhead	98,832	137,000	117,667	141,110	3%
Partner Agency Pass Through	85,000	85,000	85,000	0	-100%
Transfers to Capital Budget	(431,158)	(480,538)	(462,781)	(525,136)	9%
Total Expenses	28,610,278	32,471,027	30,849,749	33,567,354	3%
Net Revenue Over Expenditures	<u>3,733,870</u>	<u>3,087,649</u>	<u>3,796,180</u>	<u>3,591,667</u>	

District Revenue

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

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

To develop revenue projections for the FY 2018/19 budget, staff referred to Metropolitan Transportation Commission (MTC) revenue projections for STA and TDA, met with TAM's finance staff regarding Measure A/AA allocations, and discussed estimates for property tax revenue with the County of Marin.

Based on current receipts, Marin County sales tax revenue is expected to increase by 6.3% in FY 2018/19. In addition to the county transportation sales tax revenue, TDA revenue is generated from sales tax. The County Auditor Controller is projecting a 3.6% increase in TDA revenue in FY 2019/20. Marin Transit splits Marin County TDA with the Golden Gate Bridge Highway and Transportation District based on ridership and service provided. Marin Transit will receive 40.06% of Marin County TDA funds in FY 2019/20, which a slight percentage increase over the prior year.

New state legislation (SB1) increased the state gas tax to restore state transit funds back to historic levels. The State Controller follows a statutory allocation method to distribute funds to transit operators. In accordance with the statute, State Transit Assistance funding is split 50% based on (a) locally generated revenue expended on transit operations (revenue based) and 50% based on (b) the population of the County (population based). The three eligible transit operators in Marin County—Marin Transit, Golden Gate Bridge Highway and Transportation District, and SMART—signed an agreement in FY 2017/18 to split population funds based on ridership and service provided to address MTC's new STA Population-Based Policy (MTC Resolution 4321). With increased funding available, all Marin County transit operators are seeing increased revenues for operations.

In FY 2019/20 Marin Transit expects an allocation of \$1.3 million in STA population-based funds. This an increase of about \$350,000 over the funding Marin Transit received before SB1 and before MTC Resolution 4321. STA revenue-based funding has also increased significantly. Marin Transit will continue to use these state funds for paratransit operations, fixed route services, and ensuring lifeline transportation needs are met. As authorized by the Marin Transit Board in December 2017, some of the increased STA revenue is being used for the purchase of additional vehicles needed to reduce overcrowding on school routes.

Passenger fare revenue is budgeted based on current program receipts or estimated using a linear projection to account for service level increases or reductions. Muir Woods Shuttle fares are subsidized by the National Park Service (NPS). Since the establishment of a reservation system in January 2017, passengers pay \$3 round trip and NPS contributes \$2 to allow Marin Transit to collect a total of \$5 per round trip fare. This fare is equivalent to the fares collected prior to the reservation system.

The operating revenue budget of \$37.13 million is a 5% increase from the prior year budget (Table 3).

The increase in budgeted operations revenue mirrors an increase in Operations expenses. Marin Transit will use increased state revenues from Senate Bill 1 (SB1) to fund operations. Marin Transit maintains a similar level of expenditure of Measure A/AA local sales tax revenue despite a projected lower level of funding available in FY 2019/20. Lower sales tax projections are offset by 1) the carryover of unspent prior year funds due to sales tax receipts exceeding projections, and 2) the expected release of TAM Measure A reserves due to the transition to the Measure AA expenditure plan.

Six revenue categories have variances greater than \$100,000 between the FY 2019/20 budget and FY 2018/19 budget (Table 4). Measure A/AA combined funding is higher due to new expenditure of sales tax revenue on yellow school bus programs. Measure B expenditures increase temporarily to expend prior year funds and to provide funding to the Transit Connect pilot project that provides on-demand transit service.

Table 4: Revenue Variances in Operations Budget >\$100,000 over prior year

Revenue Category	FY 2019/20 Budget	Variance from Prior Year Budget		Notes
		Amount (\$)	%	
Measure A/AA	\$14,407,502	\$361,437	3%	This includes expenditure of prior year unspent Measure A funding and current year Measure AA funds. The total Marin County sales tax budgeted for expenditure increases primarily due to the \$600,000 in funds that will be allocated to existing Marin County yellow school bus services
Measure B	\$1,245,000	\$125,000	11%	Expenditure of unspent prior year funds for same day on demand accessible service (Transit Connect)
Property Tax	\$4,629,004	\$192,321	4%	Continued strong Marin County property tax growth
State Transit Assistance	\$2,375,692	\$533,990	29%	Increased allocations from SB1
Transportation Development Act	\$5,836,446	\$727,047	14%	County Auditor's projection of 3.6% annual increase plus prior year funds due to receipts exceeding projections
Other State	\$18,800	(\$335,724)	-95%	State Cap and Trade funds in the Low Carbon Transit Operations Program (LCTOP) previously used for expanded bus service are programmed to purchase electric vehicles

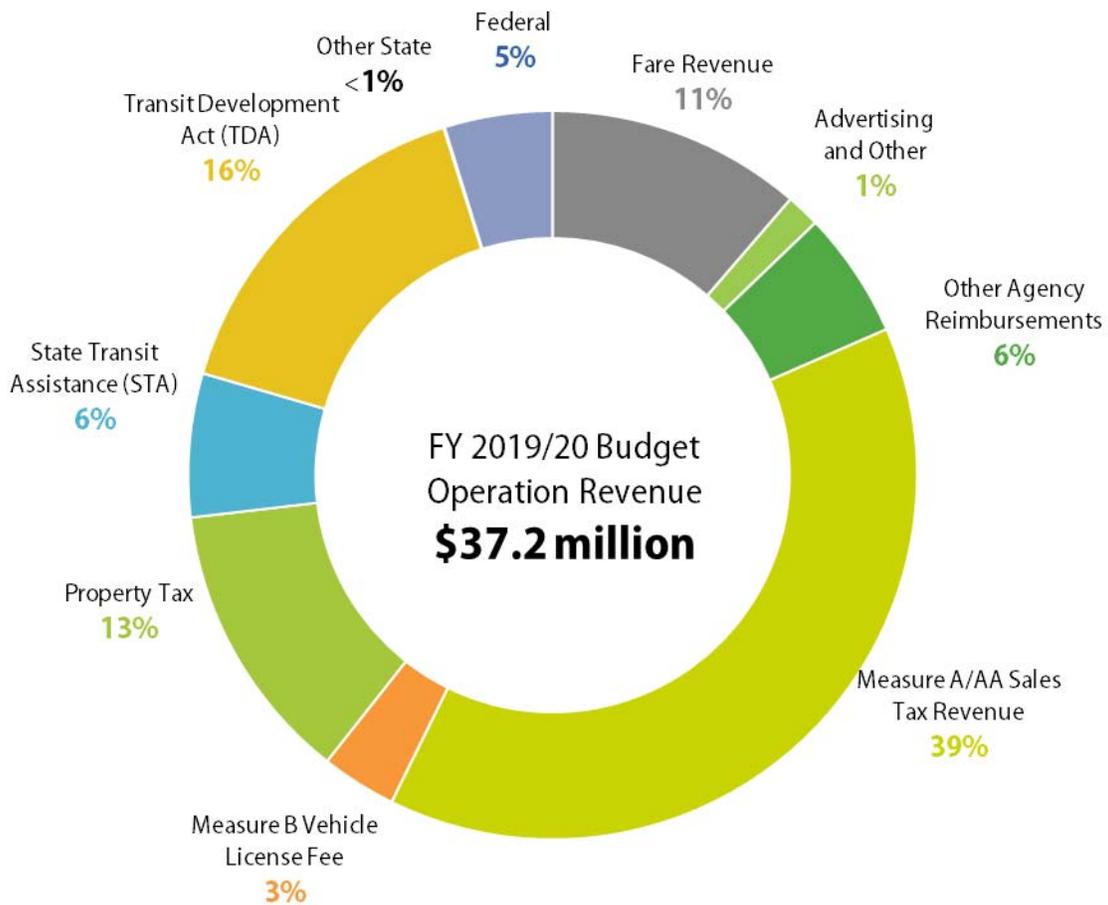
Property tax revenue indicators point to continued revenue growth. The County of Marin forecasts FY 2019/20 property tax receipts will grow another 5% after an expected 5.7% growth in FY 2018/19.

Marin Transit's share of Transit Development Act (TDA) funding is projected to increase 14%. This partially due to the County Auditor's projection of a 3.6% increase over the prior year estimate and a carryforward of prior year funds due to actual receipts that exceed prior year projections. TAM is projecting a downward trend in funds generated from the same source (sales tax). If a recession does occur and TDA funding declines, Marin Transit has sufficient property tax revenue to meet current budget commitments.

Budgeted State Transit Assistance (STA) increases based on increased expenditures of population-based funds available under SB1 and MTC Resolution 4321.

The "Other State Revenues" category drops significantly since the current year allocation of Cap and Trade, Low Carbon Transit Operations Program (LCTOP) revenue is not being expended on transit operations. Marin Transit will expend the LCTOP revenue on the purchase of four electric transit buses.

Figure 3: Revenue Sources for FY 2019/20 Budget



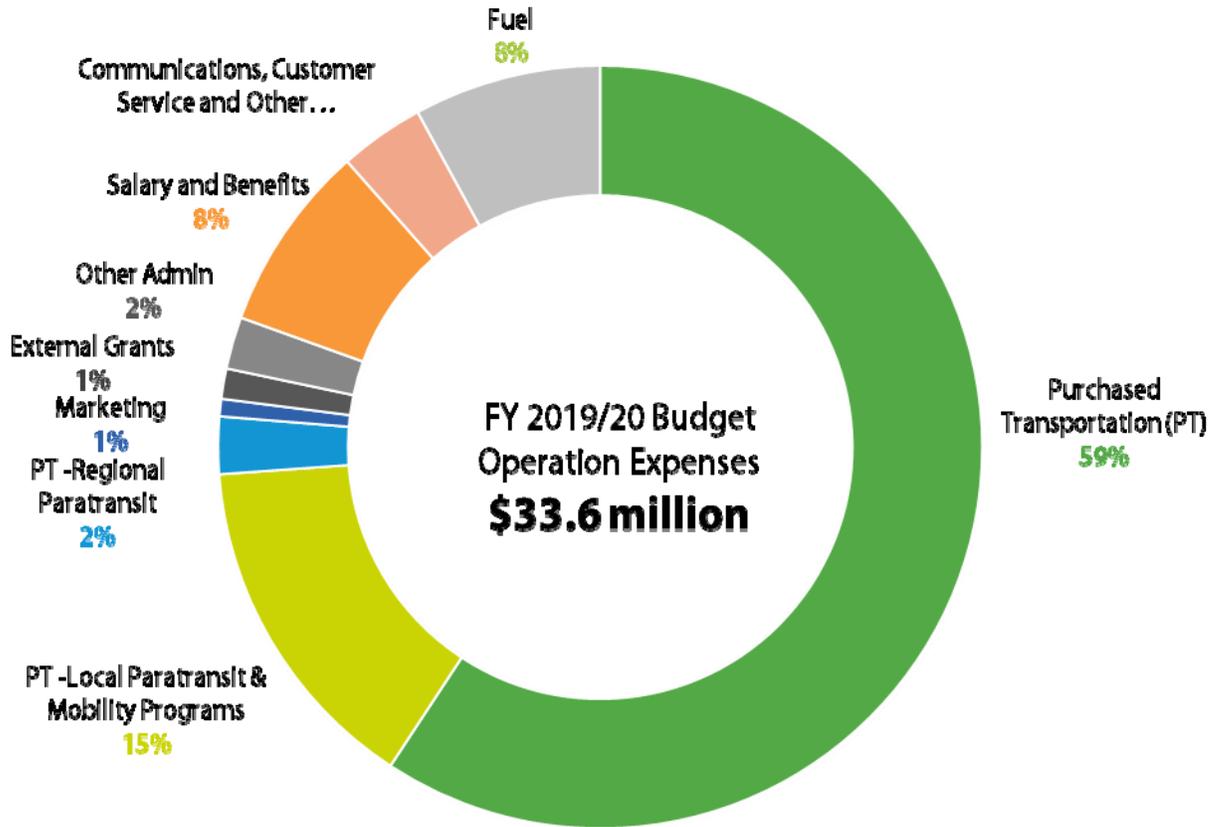
District Expenses

Marin Transit provides local transit service through purchased transportation contracts. Under this structure, the majority of district operations expenses (Figure 4) are for contract service operation (76%) and associated fuel and other operations expenses (12%). Contract service operations includes local paratransit, regional paratransit and fixed route purchased transportation. The following sections discuss information and trends on general agency costs including staffing, consulting, fuel, and marketing. More detailed operations and service costs are discussed in later sections that correspond to the District's program areas: local service, yellow bus, rural service, and Marin Access. Categories with variances greater than \$100,000 are summarized in Table 5.

Table 5: Expense Variances in Operations Budget (>\$100,000)

Expense Category	FY 2019/20 Budget	Variance from Prior Year Budget		Notes
		Amount (\$)	%	
Salaries and Benefits	\$2,675,000	\$118,984	5%	Allows for merit-based salary increases and potential benefit costs increases.
Customer Service	\$651,950	(\$131,313)	-17%	Prior year budget was increased for potential increases in Travel Navigator cost associated with a new contract. A new contract was not awarded and costs did not increase significantly.
Grants to Other Agencies	\$435,485	\$435,486	100%	With the passage of Measure AA, Marin Transit will distribute \$600,000 to support existing yellow bus programs. \$435,485 is to yellow bus programs not operated by Marin Transit.
Contract Service Operation	\$25,631,104	\$511,398	2%	This is small percentage increase that reflects contract rate escalations and changes to budgeted service levels.
Fuel	\$2,663,294	\$231,748	10%	Fuel costs grew significantly in FY2018/19 due to rising fuel prices. FY 2018/19 fuel cost are expected to exceed the FY2018/19 budget amount. The FY 2019/20 budget allows for an additional 5% growth in fuel costs over the FY 2018/19 estimated actuals.

Figure 4: Operations Expenses for FY 2019/20 Budget



Staffing

Marin Transit directly employs all District staff. Benefits for regular employees include medical benefits coordinated through the County of Marin and an employer-funded defined contribution retirement program.

The FY 2019/20 budget includes 16.4 regular full-time equivalent positions (Table 6 and Figure 5) and additional seasonal and temporary staff for Muir Woods Shuttle greeters, staff interns, and supplemental staff support. This is the same level of staffing as the prior year.

In FY2018/19, Marin Transit completed a salary study to compare the District’s compensation level to other neighboring agencies and ensure the compensation is appropriate and sufficient to attract and retain staff. As a result of the study, the Marin Transit Board adopted a revised salary framework in December 2018 that increased salary ranges for several position classes to align with comparable agencies. This did not affect individual salaries. Any potential salary increases are subject to the agency review process and will be in accordance with Board-adopted employment policies.

Based on the District’s employment framework, top and bottom of the salary ranges for each classification will increase by the consumer price index (CPI)². This does not affect individual salaries.

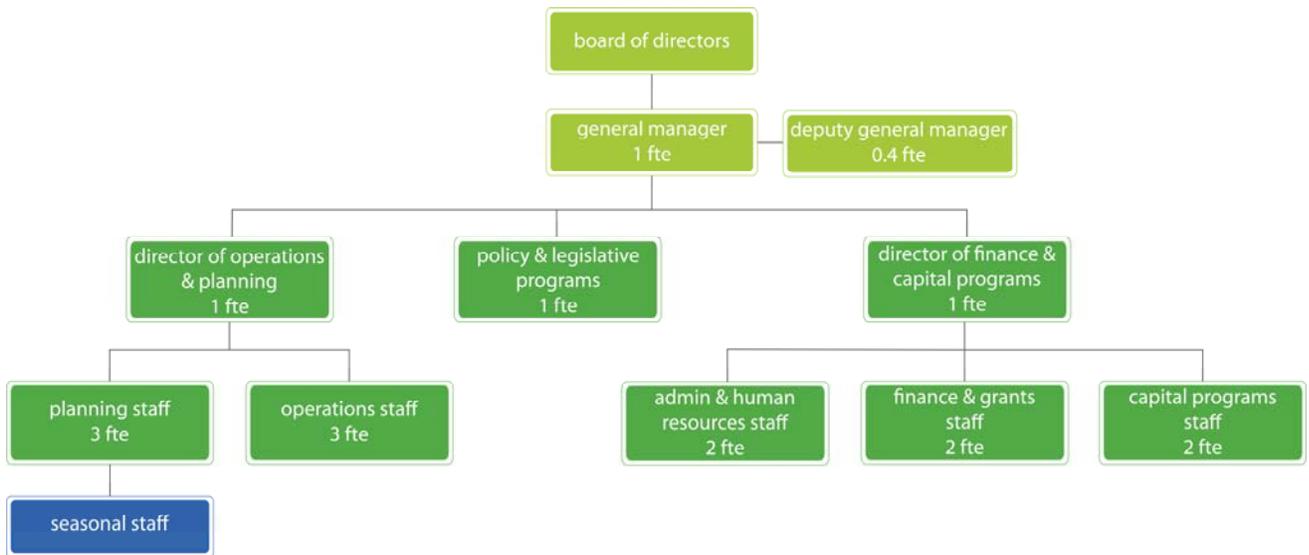
The FY2019/20 budgeted salary and benefits 4.6% or \$118,984, above the prior year budget and 15% over the FY2018/19 Estimated Actual. This includes an allowance for merit-based salary increases and promotions. Benefit costs are on a calendar year and health insurance benefit rates increased 6.4% in 2019. Marin Transit currently has no vacant positions.

Table 6: Personnel Counts

	FY 2017/18	FY 2018/19	FY2019/20
Budget	15.6	16.4	16.4
Actual	14.5	16.4	

Notes: 1) Stated in Full Time Equivalents (FTE's)
 2) Does not include temporary seasonal workers

Figure 5: Marin Transit FY 2019/20 Organization Structure



² Bay Area CPI February 2019 – 3.5%

Fuel

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

The method for purchasing fuel varies among contracts depending on the volume of service, existing infrastructure, and location of service. GGBHTD maintains its own fuel contract and delivery system. Two contractors fuel their vehicles at the County of Marin facility, and a fourth contractor uses a combination of commercial pumps and onsite delivery. In general, the bulk contract purchases by the County of Marin and GGBHTD provide a lower cost per gallon and result in a delayed market effect. As the District identifies future facility locations, the potential for fuel savings should be considered.

Overall fuel costs are projected to increase by 17% in FY 2018/19 over FY 2017/18. This is a slight reduction in the year over year increase between FY 2017/18 and FY 2016/17 which was 19%. Given Marin Transit's minimal service changes over the last year, total cost increases are driven almost exclusively by an increase in cost per gallon of fuel. US Energy Information Administration, projects gasoline prices to remain relatively flat in 2020 and diesel prices to increase modestly. However, given the historic uncertainty in fuel prices and the risk of unanticipated changes in circumstances such as the effect of extreme weather events, this budget includes an overall 10% increase in fuel costs over the prior year budget which is a 5% increase over the FY 2018/19 estimated actual costs for fuel.

Marin Transit received the District's first two electric buses in October FY2018/19. The electric power costs are segmented from GGBHTD's San Rafael maintenance yard based on vehicle charging reports. The budgeted cost for electrical power is \$4,100 per month, based on the current Electric Rate structure under which Golden Gate Transit operates. This is an effective rate of 88 cents per mile for electrical power compared to 63 cents per mile for fuel for the District's diesel fleet. About 75% of the estimated electrical costs are for demand charges incurred when both buses are plugged in at night during off-peak hours. The remaining 25% is for the pull of energy for each bus being operated to 20% battery capacity daily. Since the majority of the electrical costs are from demand charges, that are unrelated to the amount of power used, the cost per mile for electrical power will increase if fewer miles are driven and decrease if more miles are driven.

Administration

The administration budget (Table 7) includes revenues and expenses shared by all program areas. While these items are budgeted and recorded under administration, expenses are allocated to the program budgets based on a program's resource usage (i.e., billed staff time). This enables Marin Transit to track the full cost of programs.

Expenses in the administration budget include: staff salaries and benefits, audit fees, insurance, travel costs, professional development expenses, office rental, and other associated costs. Marin Transit's Board authorized a lease extension for expanded office space that began in June 2018 and extends for five years, through June 2023.

Table 7: Administration Budget

		FY 2018 Actual	FY 2019 Budget - Revised	FY 2019 Estimated Actuals	FY2020 Budget	% Δ From FY 2019 Budget
Revenue						
4070400	Interest	118,552	70,250	190,620	150,700	115%
4079950	Development Fees	19,358	18,200	21,253	19,950	10%
4079954	Residual ABX 126	23,474	40,000	26,982	20,000	-50%
4080101	PropTax-CurrntSecured	3,770,414	3,947,211	3,986,455	4,106,048	4%
4080102	County Fee-Admin Basic Tax	(59,624)	(62,681)	(61,406)	(64,562)	3%
4080103	Property Tax-Unitary	35,759	35,000	35,000	36,050	3%
4080104	PropTax-CurrntUnSecur	75,311	73,000	280	75,000	3%
4080105	Educ Rev Augm Fund-Redist	374,098	350,000	489,962	380,000	9%
4080106	PropTax-Supp CY SECR	91,626	87,685	88,500	90,000	3%
4080107	PropTax-Supp Unsecured	1,311	1,000	734	1,000	0%
4080108	PropTax-Redemption	1,516	1,500	2,198	1,500	0%
4080109	Property Tax-Prior Unsecured	3,969	3,968	4,831	3,968	0%
4090101	Other Local	151	-	-	-	-
4119940	Other State	334	300	284	300	0%
Subtotal Revenue		4,456,249	4,565,433	4,785,693	4,819,954	6%
4700001	Property Tax Transfer	(327,767)	(961,797)	(642,875)	(852,865)	-11%
Net Revenue		4,128,482	3,603,636	4,142,818	3,967,089	10%
Expense						
5010200	Salaries	1,289,452	1,673,909	1,551,213	1,710,720	2%
5020000	Benefits	735,983	882,107	774,588	964,280	9%
5030301	Consultant Services	156,324	175,000	206,010	334,750	91%
5030304	Prof Svcs - Legal	72,323	150,000	7,870	-	-100%
5030305	Prof Svcs - Audit	31,091	32,561	33,000	34,189	5%
5049901	Office Supplies	7,726	14,000	9,372	13,000	-7%
5049902	Small Furn/Equip	5,494	13,000	5,109	10,000	-23%
5049903	Software Maintenance	57,032	60,000	95,223	61,800	3%
5049904	Copier Suppl & Srvc	8,382	9,167	8,231	9,442	3%
5049905	Postage	883	3,090	2,024	3,183	3%
5049906	Computers	23,077	20,000	29,222	20,600	3%
5050201	Communication - Phone	26,028	31,230	23,966	32,167	3%
5060301	Insurance - Gen Liability	27,860	29,870	36,166	40,000	34%
5090101	Memberships & Prof Dev.	20,502	61,800	14,845	63,654	3%
5090202	Mileage and Travel	15,925	23,690	15,891	24,401	3%
5090801	Marketing	7,531	12,731	12,676	13,113	3%
5100401	County Fee - Special District	2,009	2,575	-	2,652	3%
5121200	Office Rental	98,832	137,000	117,667	141,110	3%
Subtotal Expense		2,586,454	3,331,730	2,943,073	3,479,061	4%
5100100	Salary/Benefit Transfers	(1,879,313)	(2,341,936)	(2,193,862)	(2,514,176)	7%
5100101	Transfer Overhead	(312,530)	(473,809)	(437,917)	(589,463)	24%
Net Expense		394,611	515,985	311,294	375,422	-27%

Local Service

The local service budget (Table 9) includes all revenues and expenses related to the provision of fixed route service and general purpose dial-a-ride, excluding rural service. Major programs in the local service budget include local fixed route, Community Shuttle service, supplemental school, Muir Woods seasonal shuttle, and Novato Dial-A-Ride. In the prior year, revenues and expenses for yellow bus service were included in the local service budget. Other major expenses in the local service budget include: consultant services for stop-level ride checks, service contract audits and reviews, communications, marketing, and staff time for contract oversight. This budget also includes costs and revenues for special projects such as the youth pass, and Homeward Bound tickets.

Beginning with FY 2017/18, yellow bus service is shown in a separate budget (page 25).

The local service budget for FY 2019/20 is \$22.4 million (Table 9) provides for a similar level of service as prior year budget, which is slightly higher than the FY2018/19 estimated actual (Table 8). The Local Service budget has the following significant changes in FY2019/20:

- Muir Woods Shuttle hours reduce slightly to meet National Park funding level and service needs
- Additional electrical costs for the operation of the two new electric buses

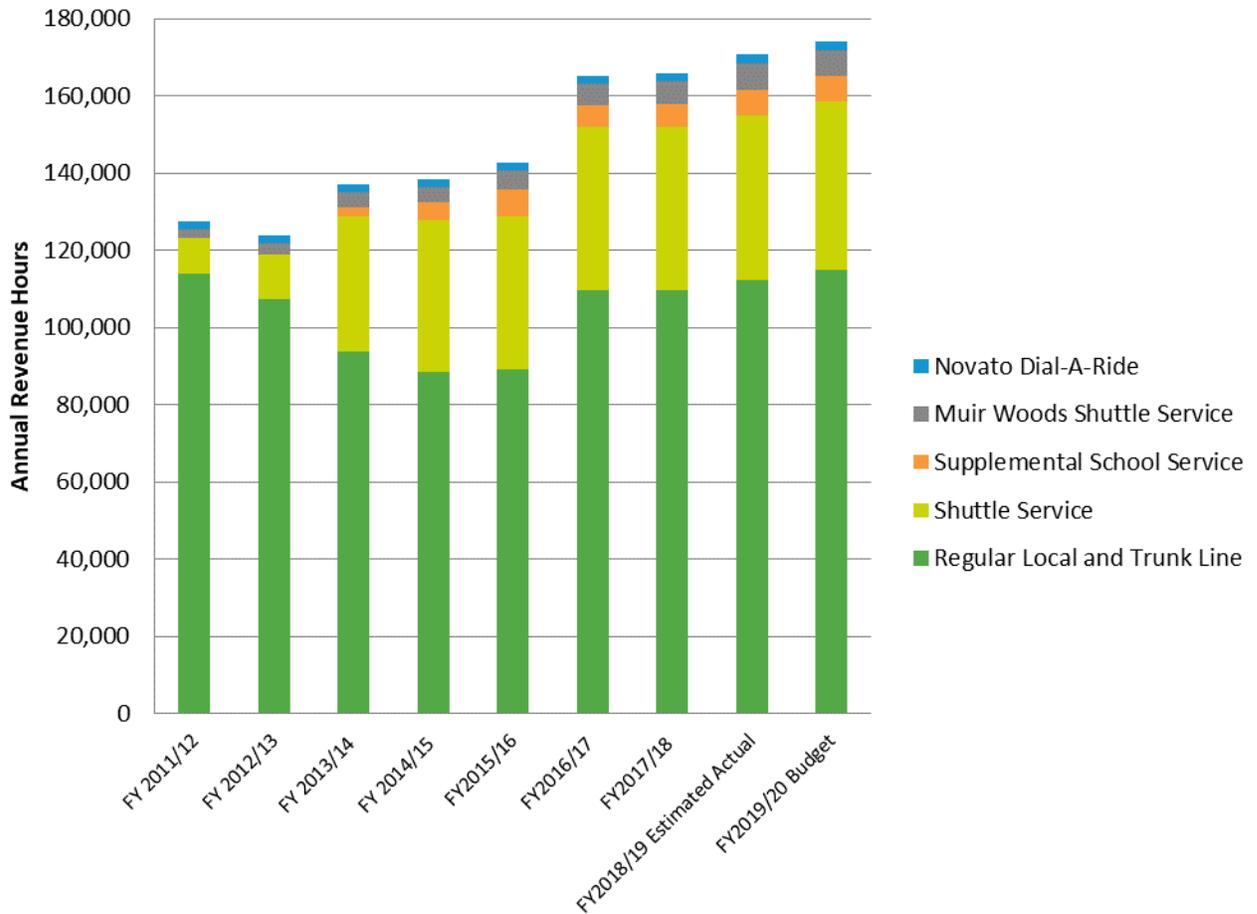
Table 8: Local Budget Service Levels

Service Type	FY 2019/20 Budgeted Service (Rev Hrs)	Average Contract Cost Per Hour (without fuel)	Notes
Local Basic and Trunk Line	114,800	\$109.81	Service level similar to prior year; service provide by two contractors, blended contract rate increases 2.5%
Community Shuttles	43,600	\$78.41	Service level similar to prior year, contract rate increases 2.4%
Supplemental School and Partnership	6,850	\$116.30	Service level similar to prior year with additional hours available to reduce over-crowding, contract rate increases 3.5%
Muir Woods Shuttle	6,500	\$127.40	Slightly reduced service, contract rate increases 5.8%
Novato Dial-A-Ride	2,400	\$67.60	Service level similar to prior year, contract rate increases 2.9%

Local service is funded with a combination of fare revenue, advertising revenue, Measure A/AA local sales tax funds, Transportation Development Act (TDA), State Transit Assistance (STA), and federal grants. Measure AA sales tax funds in the local budget include both sub-strategy 1.1 Local Bus funding and sub-strategy 1.5 - School Service funds for providing supplemental school service to middle and high schools. Total local sales tax revenues budgeted for local service are \$10.1 million (\$7.4 Measure A and \$2.7 Measure AA) and 45% of budgeted revenues for local service. This is a similar level to the FY2018/19 budget, but a drop from FY 2017/18 budget. State

operations funding from Transportation Development Act (TDA) and STA are an increasing percentage of the local budget revenues. State funds are 36% of the local budget, up from 33% in the prior year budget. Fare revenues and Special Fares are 14% of the budget with an increase amount of fares paid by other agencies (College of Marin, National Park Service, etc) on behalf of riders. Marin Transit also provides two significant fare subsidy programs that reduce fare revenue. These are the youth pass program for free fixed route transit to low income youth and Homeward Bound that provides free fixed route transit to people participating in County programs.

Figure 6: Local Revenue Service Hours by Program



In FY 2019/20, Marin Transit expects to expend the following state and federal grant awards for local service:

<u>Amount</u>	<u>Program</u>	<u>Source</u>
\$391,151	Route 36 Service to Canal and Marin City	State Transit Assistance (Lifeline Swap in lieu of Measure AA)
\$75,171	School Service in Novato (Lifeline Project)	Measure AA funds

Table 9: Local Service Budget

		FY 2018 Actual	FY2019 Budget- Revised	FY 2019 Estimated Actuals	FY 2020 Budget	% Δ from FY19 Budget
Revenue						
4060301	Advertising Revenue	280,788	245,552	253,370	258,000	5%
4070301	Lease of Property	143,986	166,654	149,490	150,000	-10%
4090101	Other Gov Agency Payments	5,000	0	0	0	-
4070500	Donations	1,679	0	1,725	0	-
4092001	Measure A Sales Tax	9,759,362	10,173,000	9,612,978	6,201,178	-39%
4092005	Measure AA Sales Tax	0	0	0	3,918,822	-
4092003	Measure A Sales tax - Interest	85,000	85,000	85,000	0	-100%
4110101	State Transit Assistance (STA)	1,224,816	1,744,814	1,744,814	1,924,541	10%
4110102	Transit Development Act (TDA)	4,614,306	5,109,399	5,109,399	5,836,446	14%
4110103	STA - Lifeline	0	0	0	391,151	-
4119904	State - LCTOP	128,676	335,724	371,248	0	-100%
4139910	Fed-FTA 5307- JARC	222,210	0	0	0	-
4139951	National Park Service	154,736	458,000	402,334	452,570	-1%
4139961	Fed-FTA 5304 State Planning	20,000	0	0	0	-
4140100	Fare Revenue	2,661,614	2,773,337	2,444,999	2,439,800	-12%
4020000	Special Fares - Paid by Agency	452,559	416,387	705,542	701,250	68%
Subtotal Revenue		19,754,732	21,507,867	20,880,899	22,273,758	4%
4700001	Property Tax Transfer	23,281	378,760	154,942	68,950	-82%
4700002	Program Revenue Transfer	85,151	80,000	80,000	80,000	0%
Total Revenue		19,863,164	21,966,627	21,115,841	22,422,708	2%
Expense						
5030301	Consultant Services	233,346	206,000	95,876	210,000	2%
5030310	Fare Processing Charges	31,948	14,653	15,918	17,000	16%
5030320	Customer Service	267,781	301,393	296,054	300,000	0%
5030602	Custodial Service	15,943	21,315	11,047	21,954	3%
5030701	Security Services	243,313	273,389	267,904	280,000	2%
5040101	Fuel	1,488,446	1,670,743	1,716,221	1,737,000	4%
5040160	Electrical Power	0	25,000	21,549	49,200	97%
5049902	Small Equipment	321	6,044	4,758	5,000	-17%
5049904	Software	20,750	22,660	100	30,000	32%
5050205	Communication-AVL	69,257	91,592	39,977	109,115	19%
5050206	Communication-Data	2,311	2,925	1,980	3,012	3%
5080101	Purchased Transportation	16,119,070	17,539,220	17,009,101	17,812,316	2%
5090801	Marketing	61,053	101,065	83,160	95,707	-5%
5100404	Expense Transfer - GGT Wave	85,000	85,000	85,000	0	-100%
Subtotal Expense		18,638,539	20,360,999	19,648,645	20,670,304	2%
5100100	Salary/Benefit Transfers	1,050,010	1,417,739	1,252,369	1,477,231	4%
5100101	Overhead Transfer	174,617	187,889	250,170	275,172	46%
Total Expense		19,863,166	21,966,627	21,151,184	22,422,707	2.1%

Yellow Bus Service

Revenues and expenses associated with yellow bus service (Table 11) are recorded in a separate fund in the District's accounting system. The program is constrained by available funding, the lack of adequate parking and maintenance facilities, and the ability to attract and retain qualified drivers. The program includes the following components:

- (A) Management of the Ross Valley yellow bus program
- (B) Operations oversight for Reed Union and Mill Valley School Districts
- (C) Distribution of Measure AA funding to existing Marin County Yellow Bus Programs (new in FY 2019/20)
- (D) General staffing support for the development of yellow bus services in Marin County

(A) Management of the Ross Valley yellow bus program - In FY 2019/20 Marin Transit will continue to manage operations, service contracts, and pass sales for six yellow buses serving Ross Valley schools. Annually, Marin Transit makes several assumptions to develop the budget and price the passes for the upcoming school year. These assumptions include pass sales and contributions from other local agency partners such as the County of Marin, the Town of San Anselmo, and the Town of Fairfax. Since Marin Transit holds the contract with the service provider, the District bears the risk should any of these assumptions fall short of expectation.

(B) Operations oversight for Reed Union and Mill Valley School Districts - Marin Transit will continue to provide operations oversight for the Reed Union and Mill Valley School Districts, which pay Marin Transit directly for services and staff time to help manage their yellow bus services. Services included in the budget are shown in Table 10.

(C) Distribution of Measure AA funding to existing Marin County yellow bus programs - With the passage of Measure AA, a new sub-strategy for school transportation was established. Marin Transit is not receiving new funding, but funding that was previously in the Local Transit and Capital Funding sub-strategies now make up the new sub-strategy. Marin Transit has always spent Measure A sales tax on school transportation, including supplemental school service, the youth pass program and bus service to Ross Valley schools. With the increase in other State transportation funding through Senate Bill 1, Marin Transit identified that additional sales tax funds were available for distribution to yellow bus programs.

An ad hoc school transportation committee of the Marin Transit Board was established in 2016 and subsequently met 13 times in two years to discuss school transportation needs and Marin Transit's role in providing home to school bus service. Guidance from this task force ultimately resulted in Board approval of the distribution of \$600,000 of Measure AA funds to five existing regular home to school yellow bus programs in Marin County. Programs were selected based on threshold criteria. The distribution of funds in FY 2019/20 was determined based on a formula that takes a percentage subsidy of a program's one-way pass price and multiplies it by the number of one-way passes it distributed in FY 2017/18. This amount will be the base amount and remain set for three years beginning in FY 2019/20. The base amount will be adjusted annually for Marin County sales tax growth. The base amount may also be adjusted if a program's service level is reduced by more than 20 percent.

Table 10: Yellow School Bus FY 2019/20 Budgeted Program

	Ross Valley School District	Mill Valley School District	Reed Union School District	San Rafael Elementary School District	Dixie School District
Program Structure					
Does Marin Transit directly contract with a yellow bus operator?	Yes	No	No	No	No
Contract Type	Marin Transit owns contract with service provider	Marin Transit provides Operational Support	Marin Transit provides Operational Support	None	None
Service Provider	Michael's Transportation	Michael's Transportation	First Student	First Student	Self-performs
FY 2017/18 Program Data					
Number of Buses	6	2	7	12	6
Number of Schools Served	3	3	3	8	4
One-way Passes	1,013	214	1,316	2,792	605
FY 2019/20 Measure AA Distribution					
Formula Results	\$132,956	\$25,279	\$135,877	\$232,085	\$42,244

(D) General staffing support for the development of yellow bus service in Marin County- Marin Transit will continue to document need, facilitate and provide planning support for new service, and help develop and sustain yellow bus service in Marin County.

Table 11: Yellow School Bus Service Budget

		FY 2018 Actual	FY 2019 Budget - Revised	FY 2019 Estimated Actuals	FY 2020 Budget	% Δ from FY 2020 Budget
Revenue						
4030000	Yellow Bus Fares- Paid By Other	145,000	145,000	145,000	151,000	4%
4090101	Local Gov Payments	121,485	109,910	109,381	106,550	-3%
4092001	Measure A Sales Tax	201,490	227,000	0	0	-
4092005	Measure AA Sales Tax	0	0	357,539	600,000	100%
4140105	Fare Revenue - Yellow Bus	372,485	402,740	858,936	441,937	9%
Subtotal Revenue		840,460	884,650	1,470,856	1,299,487	32%
4700001	Property Tax Transfer	0	0	0	31,326	100%
Total Revenue		840,460	884,650	1,470,856	1,330,813	34%
Expense						
5030301	Consultant Services	5,485	3,000	0	0	-100%
5030310	Fare Processing Charges	12,215	15,521	12,559	18,107	17%
5030602	Custodial Service	1,459	1,800	1,472	1,900	6%
5049902	Small Furn/Equip	0	1,800	705	4,750	164%
5049903	Software	690	0	436	0	-
5050205	Communication-AVL	13,180	12,825	6,094	15,390	20%
5050206	Communication-Data	8,311	9,270	6,735	9,500	2%
5080103	Yellow Bus School Service	616,786	624,240	624,240	642,967	3%
5090801	Marketing	2,343	0	169	4,000	-
5098050	Grants to Yellow Bus Prgms	0	0	0	405,485	-
5120401	Leases and Rentals	23,280	23,980	23,980	24,730	3%
Subtotal Expense		683,749	692,436	676,390	1,126,829	63%
5100100	Salary/Benefit Transfers	134,366	147,462	129,366	156,840	6%
5100101	Transfer Overhead	22,345	44,753	25,834	47,144	5%
Total Expenses		840,460	884,651	831,590	1,330,813	50%

Rural Service

Rural service is operated as the West Marin Stagecoach, and includes northern Route 68, southern Route 61, and the rural Dial-A-Ride program. No changes are planned to the rural service levels (Table 12). The rural service budget (Table 13) includes contract service operations, marketing, fuel, communications, and Marin Transit staff expenses.

Table 12: Rural Budget Service Levels

Service Type	Service Level (Revenue Hours)	Contract Cost Per Hour (without fuel)	Notes
West Marin Stagecoach	16,400	\$88.92	Service level similar to prior year
Rural Dial-A-Ride	400	\$61.34	Similar level of service with service twice a month between Point Reyes and Novato

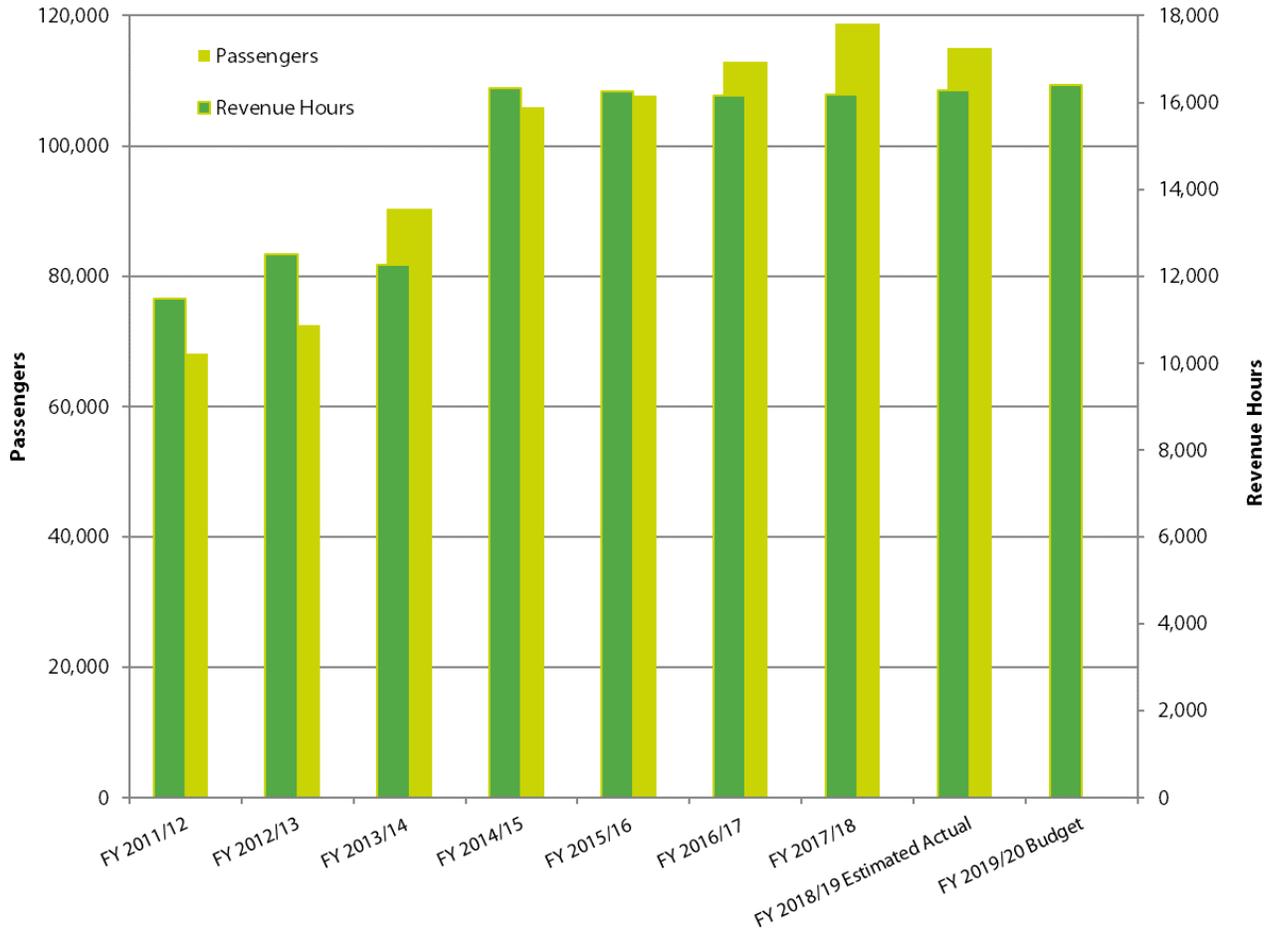
The West Marin Stagecoach, Routes 68 and 61, is operated under contract with MV Transportation. FY 2019/20 will be the second year of a competitively bid contract that was effective July 1, 2018. The fixed fees on the contract increased and as a result the contract rate increased 34% in FY2018/19. While the increase is substantial, the contract reset provided increased wages and the prior rate was artificially low due to an older contract. The contract escalated around 3% per year depending on the level of service operated.

The rural Dial-A-Ride service is operated by Marin Transit's paratransit contractor, Whistlestop.

The FY 2019/20 rural budget will fund a similar level of Stagecoach service as the prior year and includes 16,400 fixed route revenue hours. The solid green bar in Figure 7 shows that this is the sixth (6th) year of expanded service on Stagecoach. Ridership has grown with the expanded service and may have leveled out now that the service has been in place for several years.

The Dial-A-Ride includes one round trip per week from Tomales and Dillon Beach to Petaluma and two round trips per month from Point Reyes to Novato.

Figure 7: Rural Service Level and Ridership Trends



Rural service is funded with a combination of local sales tax funds and Federal Transit Administration (FTA) Section 5311 rural funding. Marin Transit will receive the same 3% annual allocation of local sales tax funds under Measure AA as Measure A. Depending on the sales tax strategic plan the actual amount of funds available may be a lower than in previous years to additional “off the top” reductions discussed on page 7. For example, the estimated FY 2019/20 Measure AA allocation for rural service is \$672,000, while the allocation in FY 2018/19 was \$802,484. This reduction does not affect the FY2019/20 budget since Marin Transit is able to use unspent prior year funds and the one-time release of Measure A reserves. The budget includes total of \$962,666 of local sales tax funding (\$290,666 of Measure A and \$672,000 of Measure AA).

Unlike prior years, this budget year, Marin Transit did not plan for an expenditure of unspent local sales tax in this category. However, it is anticipated that \$290,600 in prior year Measure A funds will be available due to a planned release of reserve funds and sales tax receipts that exceeded TAM’s projection. Marin Transit is using the expenditure of local property tax funding to maintain the current level of service.

Caltrans and MTC program FTA Section 5311 funding based on rural population and service hours. After slowly declining revenues this funding source has stabilized in the last three years.

Table 13: Rural Service Budget

		FY 2018 Actual	FY 2019 Budget - Revised	FY 2019 Estimated Actuals	FY 2020 Budget	% Δ from FY2019 Budget
Revenue						
4092001	Measure AA Sales Tax	1,139,691	988,648	990,000	174,580	-82%
4092005	Measure A Sales Tax	0	0	0	714,128	-
4139920	Fed-FTA 5311 Rural	208,393	198,750	215,087	213,885	8%
4139951	National Park Service	0	0	0	0	NA
4140100	Fare Revenue	119,005	121,794	111,700	121,794	0%
Subtotal Revenue		1,467,089	1,309,192	1,316,787	1,224,387	-6%
4700001	Property Tax Transfer	0	543,677	487,933	712,648	31%
Total Revenue		1,467,089	1,852,869	1,804,720	1,937,035	5%
Expense						
5030301	Consultant Services	21,754	16,883	3,909	15,000	-11%
5040101	Fuel	192,010	203,676	218,020	230,000	13%
5049902	Small Equipment	0	1,352	0	0	
5050205	Communication-AVL	15,936	15,931	15,145	16,409	3%
5050206	Communication-Data	831	1,030	831	1,061	3%
5080101	Purchased Transportation	1,146,382	1,453,681	1,428,078	1,482,772	2%
5090801	Marketing	11,960	32,173	8,614	33,138	3%
Subtotal Expense		1,388,873	1,724,726	1,674,597	1,778,380	3%
5100100	Salary/Benefit Transfers	67,062	98,308	108,462	121,987	24%
5100101	Transfer Overhead	11,152	29,835	21,660	36,667	23%
Total Expenses		1,467,087	1,852,869	1,804,719	1,937,034	5%

Marin Access (Paratransit and Mobility Management)

The Marin Access budget (Table 14) includes Marin Access paratransit services for both local and regional trips (intra- and inter-county) and associated costs for fuel, communications, and marketing. The Marin Access budget also includes Marin Transit's Mobility Management services. The purpose of the Mobility Management efforts are to increase mobility for the County's senior, disabled, and low-income residents and to help manage the increasing demand for paratransit services. The Mobility Management services include the Catch-A-Ride subsidized taxi program, a volunteer driver reimbursement program, the new "Marin Transit Connect" on demand service, Travel Navigators, and travel training.

The FY 2019/20 budget for Marin Access (Table 13) is \$7.5 million, which funds the service and programs shown in Table 13 and is a 3.5% increase over the prior year budget. The budget provides for paratransit service levels that are 7% above current year estimated actuals. The budget also includes the Marin Transit Connect pilot program that is testing on demand, accessible transit service.

Riders with disabilities and those who are aging have a diverse set of mobility needs and not all riders require paratransit to travel. Marin Transit recognizes this and instead of offering paratransit as the only alternative to fixed route the District has been successful in implementing a mobility management approach that matches riders with the most efficient and attractive option for both the rider and provider. As Marin Transit expands the mobility management program, staff are looking to provide lower cost options to riders that also provide more flexibility to a diverse population. Moving forward, the District recognizes the mobility management program as an opportunity to test new partnerships and incorporate additional non-profit or private transportation providers to increase mobility and contain costs.

Paratransit

The local component of Marin Access paratransit service provides demand-response trips to passengers certified as unable to use the fixed route system either all or some of the time. This includes trips mandated under the Americans with Disabilities Act (ADA) federal law as well as trips that go beyond the ADA requirements. Demand for paratransit in Marin County has historically grown year-over-year as Marin County ages; however in FY 2015/16 and FY 2016/17, ridership declined (Figure 8). Since paratransit revenue service hours are directly tied to demand, revenue service hours also declined in FY 2015/16 and FY2016/17. Following this two-year decline, ridership grew in FY 2017/18 but has remained flat in FY 2018/19 (Figure 8). To allow for potential growth in the budget year, the FY 2019/20 paratransit service levels are budgeted at 2% allow for a 7% increase over FY2018/19 estimated actuals.

Staff will continue to evaluate and monitor paratransit trends, including the potential for ridership shifts due to the availability of new or expanded services that also fill the needs of paratransit riders. These services include:

- Non-Emergency Medical Transportation services arranged by managed care organizations;
- Private transportation providers hired under contract to institutions typically served by paratransit, such as adult day care centers;
- Trips taken on Uber or Lyft; and
- Volunteer transportation services that Marin Transit may support that carry riders that are not reported in the District's performance statistics.

Regional paratransit continues to experience a decline in requests for mandated trips in FY 2018/19. GGBHTD determines regional paratransit service levels and the FY 2019/20 budget includes 8,500 revenue hours for regional paratransit service.

Table 14: Marin Access Budget Service and Program Levels

Service Type	Service Level (Revenue Hours)	Contract Cost Per Hour (without fuel)	Notes
Local Paratransit	63,800	\$61.30 ¹	Allows for 7% growth over FY 2018/19 estimated actuals, FY2018/19 service demand was flat.
Regional Paratransit	8,500	\$95.90 ²	Budgeted hours are reduced to reflect current service level
Transit Connect (Pilot)	8,500	\$59.10	Same day accessible service with limited service area in Northern San Rafael

Service/Program	Service Level (Projected Ridership)	Funding Level	Notes
Catch A Ride	15,000	\$350,000	Funded with Measure B
Volunteer Driver	14,800	\$130,000	Program at similar service level with additional funds to provide program support and develop community-based volunteer driver programs
Innovation Incubator / Gap Grants	NA	\$20,000	Support to external agencies for innovation projects
Low Income Scholarships	NA	\$30,000	Provides free paratransit fares for low-income riders. Scholarships are funded with Measure B. Funding level is based on current expenditure level.

Notes:

- 1) This is the effective rate at the projected service level. Actual costs are billed as a fixed monthly administrative cost with a \$40.02 hourly rate.
- 2) This is the effective rate at the projected service level. Actual costs are billed as a fixed monthly administrative cost with a \$46.36 hourly rate.

Table 15: Marin Access Budget

		FY 2018 Actual	FY 2019 Budget - Revised	FY 2019 Estimated Actuals	FY 2020 Budget	% Δ from FY 2019 Budget
Revenue						
4092001	Measure A Sales Tax	2,154,534	2,657,417	2,535,403	523,739	-80%
4092005	Measure AA Sales Tax	0	0	0	2,275,056	-
4099950	Measure B	817,779	1,120,000	886,000	1,245,000	11%
4110101	State Transit Assistance	60,404	96,888	96,888	60,000	-38%
4119910	State Prop Tx Relief HOPTR	18,940	18,500	18,000	18,500	0%
4139910	Fed-FTA 5307 Urbanized Area Formula	701,236	715,573	715,573	687,028	-4%
4139915	Fed-FTA 5310 Mobility	0	437,500	437,500	437,500	0%
4140100	Fare Revenue	293,873	368,362	310,547	305,000	-17%
4601001	Misc.-Reimbursement	7,913	9,000	6,006	0	-100%
4601003	GGBHTD – Local Paratransit Payment	1,039,016	1,051,448	1,032,094	1,145,995	9%
4601004	GGBHTD – Regional Paratransit Payment	773,004	856,206	765,606	845,018	-1%
Subtotal Revenue		5,866,699	7,330,894	6,803,617	7,542,836	3%
4700001	Property Tax Transfer	263,406	0	0	38,541	-
4700002	Program Revenue Transfer	-85,151	-80,000	-80,000	-80,000	0%
Total Revenue		6,044,954	7,250,894	6,723,617	7,501,377	3%
Expense						
5030301	Consultant Services	62,973	94,913	37,327	96,171	1%
5030310	Fare Processing Charges	24	0	773	2,000	#DIV/0!
5030320	Customer Service	260,485	481,870	308,272	351,950	-27%
5040101	Fuel	481,088	532,126	585,220	647,094	22%
5049903	Software	69,310	73,819	74,773	76,034	3%
5050203	Communication- Mobile Data Terminal	4,790	5,000	0	5,000	0%
5050204	Communication-MERA Radio	19,178	20,358	21,476	20,969	3%
5050206	Communication-Data	11,394	8,275	14,988	15,000	81%
5080101	Purchased Transportation - In Report	4,053,344	4,662,727	4,505,956	4,878,268	5%
5080102	Purchased Transportation - Regional	757,724	839,839	745,908	814,780	-3%
5090801	Marketing	15,148	97,913	35,089	100,850	3%
5098001	Misc-Exp Transit User Training	4,913	9,835	5,000	9,800	0%
5098002	Gap Grant	3,450	15,000	7,700	20,000	33%
Subtotal		5,743,821	6,841,675	6,342,482	7,037,916	3%
5100100	Salary/Benefit Transfers	258,196	309,769	317,917	358,697	16%
5100101	Transfer Overhead	42,938	99,450	63,218	104,764	5%
Total Expense		6,044,955	7,250,894	6,723,617	7,501,377	3%

The budget includes other related program costs such as scheduling software, operation of on-vehicle equipment, and fuel. A Marin Access consulting budget is available for information technology costs related to hosting software and for evaluating the Marin Transit Connect pilot program.

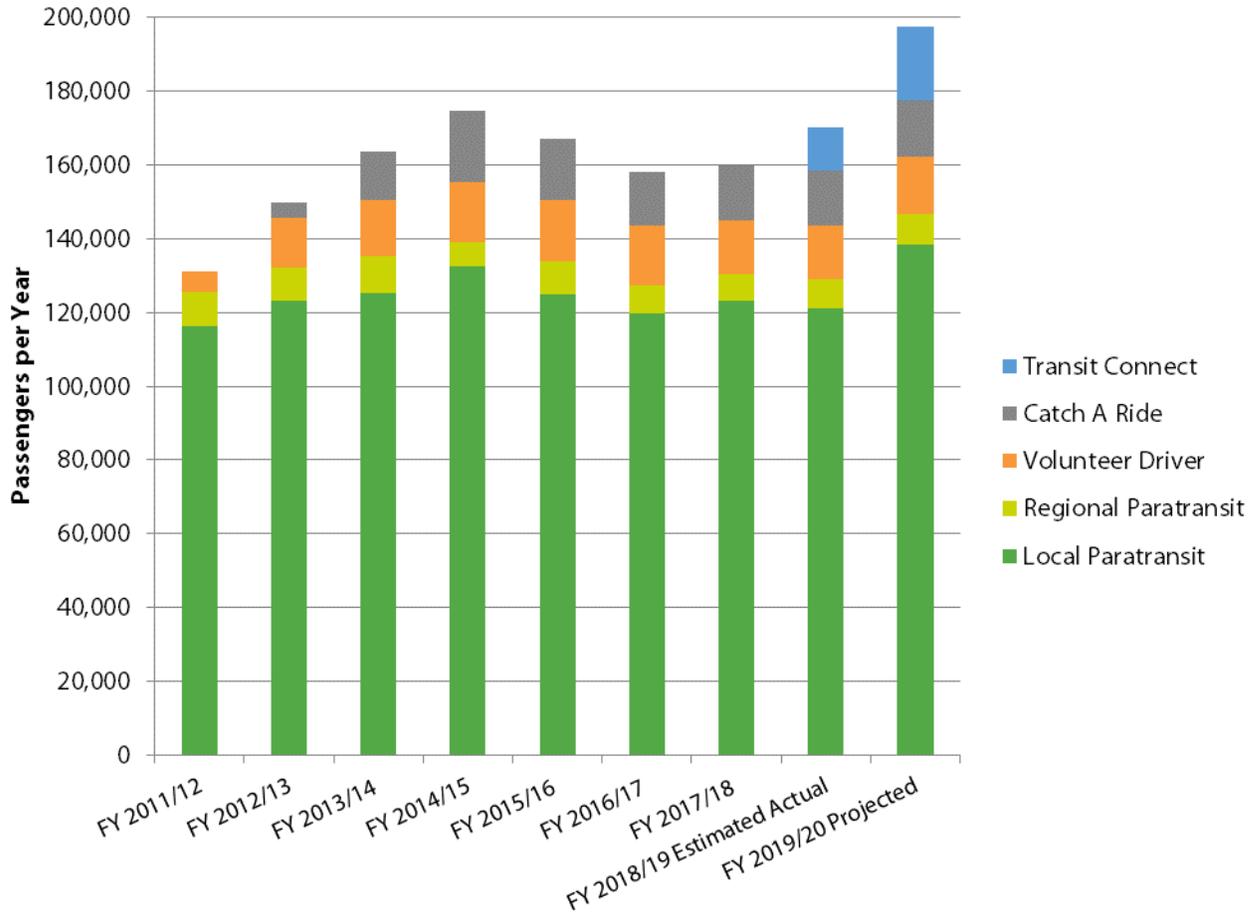
Marin Transit purchases fuel directly from the County of Marin for the paratransit program. The FY 2019/20 fuel budget provides for the increase in hours and a 5% increase in price to hedge against possible fuel price increases.

Mobility Management

Marin Transit established the Mobility Management Office in 2009, with initial funding from a Federal New Freedom Grant. In October 2010, Marin Transit established the Marin Access Mobility Management Center (Travel Navigator program), as a one-stop-shop for information and eligibility on all Marin Access programs. The Mobility Management Center serves as an umbrella for paratransit, volunteer driver, a subsidized taxi program (Catch-A-Ride), and travel training. Travel training activities include local informational presentations and individualized travel training. There are currently three full-time Travel Navigators and one full-time Travel Navigator Supervisor. The budget for customer service was increased in FY 2018/19 for a possible new contract that merged scheduling and Travel Navigators services. This procurement was canceled and the FY 2019/20 budget for customer service was reduced to match current expenditures.

Catch A Ride and the Volunteer Driver programs are expected to provide similar levels of service and passenger trips as provided in FY 2019/20. The grant funded Transit Connect pilot program is projected to provide 54,900 passengers trips and is currently being evaluated.

Figure 8: Marin Access Passengers by Program



Mobility Management initiatives in the FY 2019/20 budget include:

- Continuation of the pilot and evaluation of Marin Transit Connect, an accessible same-day transportation service available to the general public within a limited geographic area;
- Providing gap grant funding and technical assistance to Technology4Life to continue offering “Tech Tips 4 Transportation” classes at no cost to the public, and begin developing instructional videos that will be available online;
- Exploring additional opportunities to provide gap grant funding to agencies or organizations frequently served by Marin Access Transportation Services to improve the user experience;
- Evaluating current travel training efforts and expanding the program to include a volunteer travel ambassador program and eligible rider orientation sessions;
- Continuation of the development of resources to assist local traditional volunteer driver programs;

- Conducting outreach in venues easily accessible and commonly frequented by older adults and people with disabilities; and
- Improving coordination between human service agencies and transportation providers.

Any proposed new Mobility Management programs will be considered for approval by the Marin Transit Board.

Marin Transit provides free fixed route tickets valued at \$100,000 to Marin County’s Homeward Bound program for participating residents. The cost of this program is represented as a revenue transfer from the Marin Access program to the local program.

Marin Access Revenue

Local paratransit is primarily funded by local sources including Measure A/AA, Measure B and property tax.

GGBHTD pays for all costs related to regional paratransit along with their share of mandated local paratransit based on their share of transit in Marin County. As of FY 2015/16, GGBHTD directly reports the ridership, fares, and costs associated with their share of paratransit to the National Transit Database (NTD) and the State Controller’s Office.

Under the 2015 GGBHTD contract, Marin Transit’s share of Federal Transit Administration Section 5307 for Marin County paratransit operations increased from 50% to 80%. This source accounts for 10% of Marin Access revenue.

Marin Access received 9% of Measure A sales tax revenue and will receive 9.5% of Measure AA sales tax revenue. As discussed in the Measure A section of the budget, depending on the final Measure AA strategic plan this may not translate to increased revenue for the program. As of FY 2011/12, Marin Transit receives 35% of the Measure B vehicle license fee to support the mobility management initiatives. Marin Transit is budgeting \$1,245,000 of Measure B funding in FY 2019/20, which includes \$470,000 in unspent prior year allocations.

Fare revenue makes up approximately 5% of the Marin Access budget. Based on a fare study and SRTTP recommendations, Marin Transit plans to consider restructuring paratransit fares and other mobility management program fees in FY 2019/20. Staff has set a goal for the proposed systemwide fare changes to be revenue neutral.

In FY 2019/20, Marin Transit expects to expend the following state and federal grant awards for Marin Access:

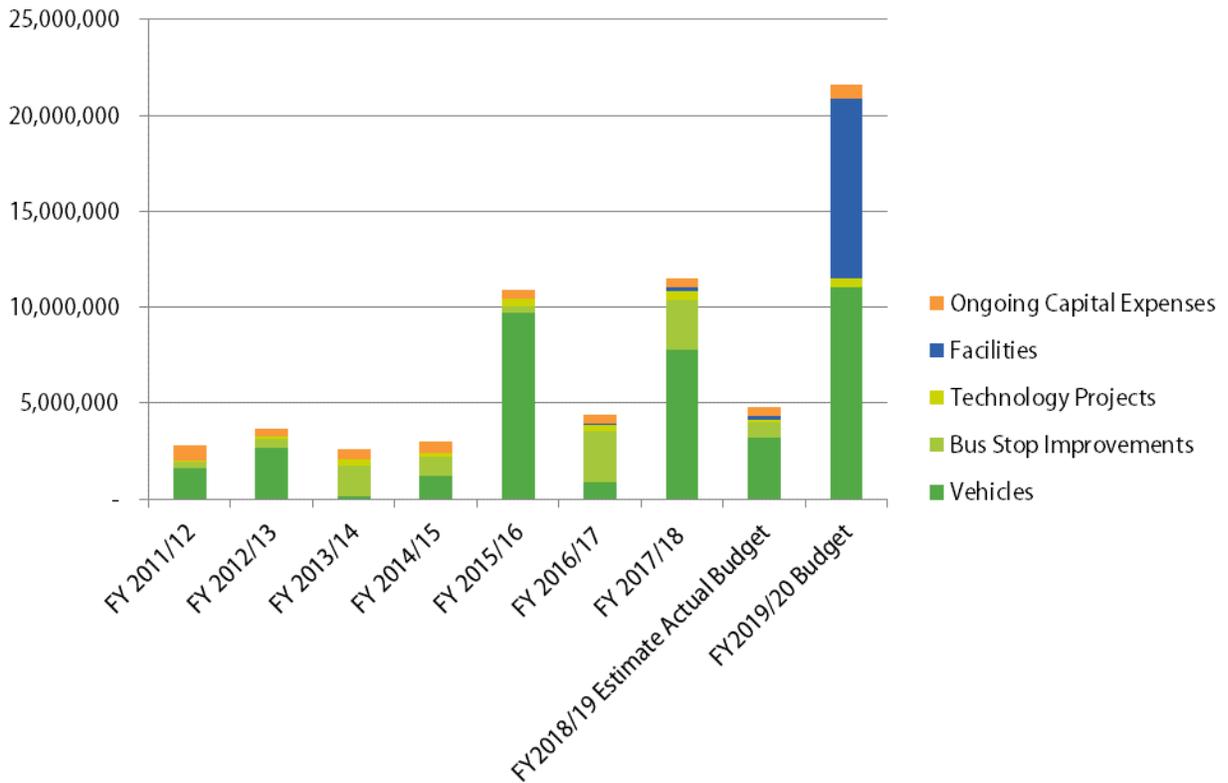
<u>FY2018/19</u>	<u>Total Grant Award</u>	<u>Program</u>	<u>Source</u>
<u>Expenditure</u>			
\$100,000	\$300,000	Mobility Management – Additional Staffing	Federal Section 5310
\$337,500	\$700,000	Same day accessible service, Transit Connect Pilot	Federal Section 5310

Capital Budget

Marin Transit’s capital budget (Table 15) of \$21.6 million provides funding for transit vehicles, bus stop improvements, transit technology projects, and other capital expenses. Figure 9 provides capital expenditures and budget by project type to show the significant variation in expenditures by year. The Capital Budget is significantly higher than prior years due to a \$9.2 million vehicle replacement project and the \$9.4 million budget for purchasing operations and maintenance facilities. Capital expenditures are defined in the District’s fixed asset management policy. A “Fixed Asset” includes equipment, supplies and rolling stock with a unit purchase value of at least \$5,000 and a service life of more than one year. All projects that meet the requirements of the District’s fixed asset policy are capitalized and depreciated over the defined life of the associated asset type. Expenditures not meeting the District’s policy for capitalization will be included as operations expenses on financial statements.

In the FY 2019/20, budget 67% of capital project costs are funded by state and federal grants.

Figure 9: Capital Project Budget by Type



The following capital projects will be active for FY 2019/20:

Vehicles

Electric Vehicle Infrastructure (EX) – This project is to conduct a study on future Electric Vehicle Infrastructure needs and to prepare for the upcoming transition of the fleet from traditional fuels to zero emission.

Purchase Four 30ft XHF Rural Replacement Vehicles (XB) – Marin Transit will purchase four 30ft XHFs to replace four 30ft cutaway vehicles to be used on rural stagecoach service. Marin Transit is upgrading this vehicle type as the XHFs have proven to be more reliable and sturdier on the steep grades and challenging roads of West Marin Routes.

Hybrid Mid Life Battery Replacements (HM)- This project will replace the batteries on the seven 2007 Hybrid Vehicles operated by GGBHTD. The preventative maintenance measure will ensure that the vehicles meet their expected useful life cycle of 185,000 miles. GGBHTD will complete the project under the major vehicle repairs clause in our operations contract. The project partially funded with federal 5307 funding transferred from prior year vehicle projects that were under budget.

Purchase Eleven 40ft Low-floor Hybrid Buses (LD) – Marin Transit is purchasing eleven hybrid diesel-electric buses to replace seven Articulated 60-foot vehicles operated by GGBHTD. This replacement is a seat for seat replacement. Anticipated delivery of the vehicles is January 2020.

Purchase 16 Paratransit Replacements (PC) – Marin Transit will purchase 16 cutaway paratransit vehicles to replace vehicles that are now beyond their useful life. These vehicles will be operated under contract by Whistlestop.

Purchase Two XHF Replacements (XC) – Marin Transit will purchase two 35ft XHFs for use primarily on the Muir Woods Shuttle service. These vehicles will replace two existing vehicles beyond their useful life.

Purchase Nine Shuttle Replacements (SC) – Marin Transit will purchase nine cutaway vehicles to be used on the Fixed Route Shuttle program operated by Marin Airporter. These vehicles are replacing nine vehicles that have reached their useful lives.

Purchase Four 40ft Low-floor Battery Electric Buses (EA) – Marin Transit will purchase four battery electric vehicles to replace 2 Articulated vehicles that are beyond their useful life. This is a seat for seat replacement. Marin Transit is still in the process of scoping this project in terms of determining which contractor site will accommodate the vehicles.

Bus Stop Improvements

Bus Stop Improvements (BI) – Marin Transit received a \$1.6 million federal State of Good Repair grant in 2013 for bus stop improvements in Marin County. The grant is matched with state and local funding. Marin Transit implemented the project in phases and is completing construction on the final phase of improvements that includes accessibility and passenger amenities at 10 stops. Construction is expected to be completed in the summer of 2019 and the FY 2019/20 budget allows for project close out activities.

Bus Stop Assessment (BS) – Marin Transit conducted a bus stop condition assessment in FY 2018/19 to update agency data to reflect recent improvements, to better quantify needs, and to help prioritize future stop improvements throughout the county. The FY 2019/20 budget for the project will allow the consultant to use the

updated data to identify future priorities for bus stop improvements and develop preliminary plans for improving high priority bus stops. Additional funding from grants or other sources will need to be identified for construction.

Administrative and Operations Facilities

Operations and Maintenance Facility (FR) –The District has been evaluating potential opportunities and is seeking cost-effective solutions for purchasing property for contractors to store and maintain vehicles at a consolidated operations facility. Securing a well-located, long-term site for operations of fixed route, paratransit, and yellow bus services is a high priority. A Marin Transit-owned facility will lead to efficiencies in contract management, operations, and maintenance practices, and reduce ongoing operations costs. The facility will be designed to support expansion of alternative fuel vehicles, including hybrid and all-electric buses.

Marin Transit has \$6.6 million for the purchase of right-of-way comprised of a federal discretionary award of \$4.4 million in Section 5339 funds, \$1.1 million local match of Measure A sales tax funding and \$1.1 million of capital reserve funding. The federal funds need to be encumbered by September 2019.

Yellow Bus Parking Facility (YF)- The District currently has a temporary leased parking lot for 16 yellow buses but this lease is not available after June 2020. This project is for the purchase of a parking site for yellow buses and is funded with \$1.1 Million in Measure A interest and \$1.9 million in Capital Reserve Funding (prior year local property tax).

Technology Projects

On Board Equipment – (OA) –This federally-funded project is for fareboxes and associated on-board equipment for vehicle replacements. In FY 2019/20, Marin Transit will expend the remaining funds for on board equipment for the new eleven 40-ft low floor hybrids.

Mobility Management Technology Backbone (TB) –This grant-funded technology project adds to Marin Transit’s technological capabilities for ride-matching, mobility management, and electronic fare payments. The project uses Federal Job Access Reverse Commute (JARC) grant funds to upgrade improve the scheduling software, data management and technical support.

AVL Replacement (AY) – This project will replace Mobile Data Terminals (MDTS) on all vehicles for the District’s Advance Vehicle Location (AVL) system. This system provides the location information for internal operations monitoring and for the public real time system. The current equipment is beyond its useful life and will be obsolete due to changes in the cellular next work and the system software (Syncromatics). The Marin Transit Board of Director authorized the purchase of the new equipment in June 2018, but the installation has not been complete due to deficiencies in the products found in the testing phase. These issues have been addressed and the project should be completed in FY2019/20. The project is funded with 82% Federal 5307 funding and 18% Measure A/AA local sales tax funding.

Real Time Signage (RT) – This project will add Real Time Information signs to high and medium ridership stops throughout the county. The first phase of this project includes 16 stops in the Canal and Novato and is funded through a Lifeline grant. Additional signs may be installed at up to 34 other bus stops.

Other Measure A Capital Expenses

Other capital and infrastructure expenses include: Marin Emergency Radio (MERA) radio capital bond payments, the capital contribution to GGBHTD as required under contract, major vehicle repairs, and bus stop maintenance expenses. Expenditures that do not meet the District's policy for capitalization will be included as operations expenses on financial statements.

Table 14: Capital Budget by Project

		Total Project Budget	FY2019/20	Future Years	Measure A / Local Funding	State Funding	Federal Funding
EX	Electric Vehicle Infrastructure	132,000	114,200	0	100%	0%	0%
XB	Purchase 4 Replacement XHF's	1,710,000	1,710,000	0	42%	17%	42%
HM	Hybrid Mid-Life Battery Replacements	300,000	130,000	0	100%	0%	0%
LD	Purchase 11 -40ft Hybrids (Replace 7 Artics)	9,057,000	9,057,000	0	18%	2%	80%
PC	Purchase 16 Paratransit Replacements	1,472,000	1,000	1,471,000	18%	0%	82%
XC	Purchase 2 XHF Replacements	850,000	1,000	849,000	18%	0%	82%
SC	Purchase 9 Shuttle Replacements	1,161,000	1,000	1,160,000	18%	0%	82%
EA	Replace 2 Artics with 4 - 40ft Electric	3,240,000	500	3,239,500	18%	0%	82%
Subtotal Vehicles		17,922,000	11,014,700	0	22%	17%	75%
BI	Bus Stop Improvements SGR (BI)	2,201,130	15,000	0	9%	18%	73%
BS	Bus Stop Assessment Update	115,000	5,000	0	100%	0%	0%
Subtotal Bus Stop Improvements		2,316,130	20,000	0	14%	17%	69%
FR	Facility ROW Purchase	6,600,000	6,364,192	0	40%	0%	80%
YF	Yellow Bus Parking Facility	3,000,000	3,000,000	0	100%	0%	0%
Subtotal Facility		9,600,000	9,364,192	0	61%	0%	52%
OA	On Board Equipment - 2016	210,000	36,760	0	18%	0%	82%
ME	MERA	29,000	29,000	29,000	100%	0%	0%
AY	AVL Replacement Equipment	180,000	174,500	0	18%	0%	82%
RT	Realtime Signs	212,394	212,394	0	18%	0%	82%
Subtotal Technology Projects		631,394	459,134	29,000	22%	0%	78%
GG	Golden Gate Capital Costs (GG)	18,000	18,000	0	100%	0%	0%
BM	Bus Stop Maintenance (BM)	100,000	100,000	0	100%	0%	0%
VR	Major Vehicle Repairs (VR)	202,000	202,000	0	100%	0%	0%
IF	Infrastructure Support (IF)	400,000	400,000	0	100%	0%	0%
Subtotal Ongoing Capital Expenses		720,000	720,000	0	100%	0%	0%
Total Expenditures		31,189,524	21,578,026	29,000	33%	3%	64%



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June 3, 2019

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

SUBJECT: Measure AA Yellow Bus Funding Agreements

Dear Board Members:

board of directors

damon connolly
president
supervisor district 1

dennis rodoni
vice president
supervisor district 4

kate colin
2nd vice president
city of san rafael

judy arnold
director
supervisor district 5

stephanie moulton-peters
director
city of mill valley

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

eric lucan
alternate
city of novato

RECOMMENDATION: Authorize the General Manager to execute agreements with the five recipients of Measure AA funds to support existing yellow bus programs.

SUMMARY:

Over the past year, staff has worked with the ad hoc committee on school transportation to prepare for Measure AA, the sales tax extension and implement the Measure AA requirement to commit five percent of the sales tax revenue to school transportation. Marin Transit has made \$600,000 available to support the operations of existing yellow bus programs beginning in FY 2019/20.

Your Board approved the “Yellow Bus Funding Allocation” on January 7, 2019 as the formula for distributing funds in FY 2019/20. The formula takes a percentage subsidy of a program’s one-way pass price and multiplies it by the number of one-way passes distributed by each program in FY 2017/18. These amounts will be the base annual allocation and remain set for three years beginning in FY 2019/20. Amounts will be adjusted annually based on Marin County sales tax projections. Amounts may also be adjusted if a program fails to meet the eligibility requirements annually and/or if service levels are reduced by more than 20 percent compared to the previous year.

The eligibility requirements each program must meet and maintain in order to be awarded funds are listed below:

1. Program must be an existing FY 17/18 K-8 yellow school bus program serving public school students at a school located within the urbanized area of Marin;¹

¹ Census Reporter – San Francisco/Oakland, CA Urbanized Area.
<https://censusreporter.org/profiles/40000US78904-san-franciscooakland-ca-urbanized-area/>

2. Program must offer a reduced pass for the yellow bus program that provides at least a 50 percent pass price discount to income eligible students;
3. Program budget must include a local funding (or other discretionary funds) match of at least 20 percent of program costs, excluding pass sales revenue; and
4. Program administrator must certify annually that their program has met threshold criteria.

Five programs met the eligibility requirements:

1. Mill Valley School District
2. The Tiburon Peninsula Traffic Relief Joint Powers Authority (service to Reed Union School District and the Cove School of Larkspur-Corte Madera School District)
3. San Rafael Elementary School District
4. Dixie School District
5. Marin Transit (service to White Hill Middle School, Hidden Valley Elementary, and Ross Valley Charter)

On May 6, 2019, your Board approved \$30,000 in additional annual funding to support the Ross Valley yellow bus program for three years beginning in FY 2019/20. Staff recommended allocating this funding to the Ross Valley yellow school bus program to ensure a reasonable increase in the pass price and to maintain a high level of participation in the program. Marin Transit operates this program, and the Ross Valley funding agreement has been updated to reflect the approved change.

Table 1 summarizes the pass data and funding allocation for the five programs.

Table 1: Final funding distribution for FY 2019/20

FY 2017/18 Base Year Data		Mill Valley	Reed Union & Cove	Ross Valley	San Rafael	Dixie	Total	Calculation
One-Way Pass Price	(a)	\$337.50	\$295.00	\$375.00	\$237.50	\$199.50		annual price, 50% of round trip
Subsidy per pass	(b)	\$118.13	\$103.25	\$131.25	\$83.13	\$69.83		35% of one-way pass price [0.35 x (a)]
One-Way Passes Distributed	(c)	214	1,316	1,013	2,792	605	5,940	School year 2017-2018 source data
Formula Funding for FY 2019/20 allocation		\$25,279	\$135,877	\$132,956	\$232,085	\$42,244	\$568,441	35% of pass price for every pass distributed [(b) x (c)]
Additional approved allocation		\$0	\$0	\$30,000	\$0	\$0	\$30,000	
Final Funding for FY 2019/20 allocation		\$25,279	\$135,877	\$162,956	\$232,085	\$42,244	\$598,441	

DISCUSSION:

Under the yellow bus funding agreements, Marin Transit will distribute Measure AA funding allocated by the Transportation Authority of Marin (TAM). The funding agreement with each yellow bus recipient is based on the Measure A agreement between Marin Transit and TAM. Marin Transit staff included all relevant requirements of the Measure A agreement in the funding agreements with each yellow bus program funding recipient. The agreement has been reviewed by Marin Transit's legal counsel. All recipients and TAM staff had the opportunity to review the draft agreements and provide feedback at a stakeholder meeting on Tuesday, February 26, 2019. Additional comments could be submitted within one week of that meeting. Staff incorporated feedback from the meeting and the comment period in the final draft agreements.

Recipients of Measure AA yellow bus funding must meet the eligibility requirements listed above and maintain compliance throughout the term of the agreement. Funding amounts are contingent on maintaining 2017/18 service levels. In order to monitor each recipient's ongoing eligibility and service levels, the funding agreements require recipients to submit an updated Exhibit A to Marin Transit annually for three years. Exhibit A captures important program data, such as:

- Pass distribution
- Pass prices
- Program structure: including number of buses, number of routes, and number of schools served etc.
- Program budget

In addition, recipients must certify annually that the program continues to maintain a 20 percent local funding contribution threshold and provides at least a 50 percent reduction in pass price for income-qualified students.

The individual draft agreements between Marin Transit and each recipient are provided as attachments to this letter. Staff requests that your Board authorize the General Manager to execute these agreements.

FISCAL/STAFFING IMPACT:

The Marin Transit FY 2019/20 operating budget includes an allocation of \$600,000 in Measure AA school transportation program funding. There is no staffing impact associated with this item.

Respectfully submitted,



Kelly Zalewski
Senior Operations Analyst

Attachments:

- A. Mill Valley School District Measure AA funding agreement for existing yellow school bus program (#181946)
- B. Tiburon Peninsula Traffic Relief JPA Measure AA funding agreement for existing yellow school bus program (#181948)
- C. San Rafael Elementary School District Measure AA funding agreement for existing yellow school bus program (#181947)

- D. Dixie School District Measure AA funding agreement for existing yellow school bus program (#181949)
- E. Marin Transit on behalf of Ross Valley area schools Measure AA funding agreement for existing yellow school bus program (#181944)

FUNDING AGREEMENT
BETWEEN
MILL VALLEY SCHOOL DISTRICT
AND
MARIN TRANSIT

This AGREEMENT is made this ____ day of _____ 2019, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "Marin Transit," a transit district, and MILL VALLEY SCHOOL DISTRICT, hereinafter referred to as "RECIPIENT", a local school district.

SECTION 1. RECITALS

1. The voters of Marin County approved the authorization of Measure AA at the General Election held on November 6, 2018, thereby authorizing that Marin Transit receive 54.5 percent of the proceeds from a one-half cent transaction and use tax.
2. The tax proceeds will be used to pay for the programs and projects outlined in the Measure AA Expenditure Plan.
3. Included in the Expenditure Plan is a requirement that Marin Transit uses five percent of the one-half cent transaction and use tax funds allocation "to provide transit service to schools in Marin County to reduce local congestion." Additionally, Marin Transit should "provide yellow bus services in partnership with local schools and parent organizations."
4. As a part of the plan to meet the Measure AA Expenditure Plan requirement, on January 7, 2019, the Marin Transit Board of Directors approved spending \$600,000 to fund existing yellow bus programs serving schools in the urbanized area of Marin County.
5. The \$600,000 was approved to be distributed among five school districts that met the established threshold criteria. Marin Transit determined the funding amounts for each of the eligible programs by calculating a one-way pass subsidy for each program. The approved subsidy was 35 percent of the price of a one-way pass. The number of passes sold was multiplied by the per pass subsidy to determine the funding for each program.
6. The funding amounts currently approved will be disbursed annually for three years beginning in FY19/20. The amount will increase/decrease annually by sales tax revenue increase/decrease, per Transportation Authority of Marin (TAM).
7. Annually, Mill Valley School District will certify that they continue to meet the threshold criteria in order to receive funding.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This AGREEMENT is entered into by and between MARIN TRANSIT and RECIPIENT to document the funding conditions necessary for the RECIPIENT to comply with applicable law and MARIN TRANSIT policies. This AGREEMENT consists of additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

SECTION 3. TERM OF FUNDING AGREEMENT

This AGREEMENT shall commence on July 1, 2019, and shall terminate on June 30, 2022. The final invoice must be submitted within 30 days of completion of the stated scope of services.

SECTION 4. PROGRAM DEFINITION AND SCOPE

This AGREEMENT, approved through MARIN TRANSIT Board action, in accordance with the requirements of Marin Transit’s Measure AA Expenditure Plan requirement, is made for the following purposes identified in the RECIPIENT's Annual Certification and Claim of Measure AA Funds:

Provide yellow bus services in partnership with local schools and parent organizations

Additional information on individual project scope will be included in the Measure AA Sales Tax Program Annual Certification and Claim of Measure AA Funds to be submitted annually by RECIPIENT.

SECTION 5. ELIGIBILITY REQUIREMENTS

RECIPIENT has been determined to meet the eligibility requirements summarized below.

1. An existing FY 17/18 K-8 yellow school bus program serving public school students at a school located within the urbanized area of Marin;
2. A reduced pass for the yellow bus program that provides at least a 50% pass price discount to income eligible students;
3. A local funding (or other discretionary funds) match of at least 20% of program costs, excluding pass sales revenue; and
4. Must certify annually that their program has met threshold criteria.

SECTION 6. GRANT

MARIN TRANSIT hereby grants to the RECIPIENT the amounts by fiscal year as show in the table below as approved by the Marin Transit Board on January 7, 2019.

Fiscal Year	Amount
FY 2019/20	\$25,279
FY 2020/21	\$25,835*
FY 2021/22	\$26,403*

*Amount estimated based on historical Marin County Sales Tax Growth rate. Actual amount to be determined annually. RECIPIENT will be informed of actual amount by June 1st of each fiscal year.

SECTION 7. BUDGET AND SCOPE

RECIPIENT shall maintain a project budget. RECIPIENT shall carry out the operation of a regular home to school yellow bus program and shall incur obligations against and make disbursements of the grant in conformity with MARIN TRANSIT’S requirements and the budget. The budget should be included in the Annual Certification and Claim of Measure AA Funds and submitted annually to MARIN TRANSIT.

If RECIPIENT makes major changes to the scope of the project that are funded with Measure AA funds then funding may be reduced in subsequent allocation years. Major changes to the scope are defined as reducing service by 20 percent.

An increase in the level of service will not constitute an increase in the grant amount in the current funding cycle.

SECTION 8. PROJECT MANAGEMENT

RECIPIENT shall be responsible for the project and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget.

SECTION 9. PROGRAM OVERSIGHT

RECIPIENT shall cooperate with MARIN TRANSIT'S project management team and shall provide any requested program information.

SECTION 10. ATTRIBUTION AND SIGNAGE

If any portion of grant funds is used for production of reports, acknowledgment of MARIN TRANSIT and the Transportation Authority of Marin's role, as the Measure AA Sales Tax Program overseer, shall be included in the documents. If any portion of grant funds is used for construction, RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying Measure AA Local Transportation Sales Tax Funds and TAM. For non-construction capital purchases funded by any portion of grant funds, RECIPIENT shall affix permanent signage identifying TAM and the Sales Tax Funds as a funding source. RECIPIENT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of Measure AA reimbursement for program expenses.

A reference to Measure AA should be included on the school bus program website to acknowledge its role in funding the program.

SECTION 11. PRESS RELEASES

RECIPIENT shall notify MARIN TRANSIT in advance of any press releases about project and program activities, particularly groundbreakings and ribbon cuttings, in connection to grant funds expended from this AGREEMENT.

SECTION 12. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 13. FINANCES

All costs charged to the home to school yellow bus program shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges.

SECTION 14. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the program shall be maintained by RECIPIENT for a period of three (3) years after the later of program closeout or termination of grant. Such program documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the program.

SECTION 15. REIMBURSEMENTS

Payment shall be made by Marin Transit for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of the AGREEMENT. Payments may be reimbursed quarterly. Payment to RECIPIENT of the grant shall be upon written approval by Marin Transit, upon submittal of an invoice plus appropriate support documentation and identification of expenses incurred.

Reimbursements shall not exceed the annual amounts shown in SECTION 6. GRANT.

Each reimbursement request shall include RECIPIENT'S certification that the amounts sought are only for project elements included in the Annual Certification and Claim of Measure AA Funds, and that RECIPIENT is in compliance with MARIN TRANSIT'S requirements outlined in this AGREEMENT.

SECTION 16. ELIGIBLE EXPENSES

RECIPIENT shall expend funds only on eligible expenses to operate a home to school yellow bus program for the general student population as follows: operating costs including direct staff time (salary and benefits). Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense.

SECTION 17. SUBMITTAL OF ANNUAL CERTIFICATION AND CLAIM OF MEASURE AA FUNDS

RECIPIENT shall provide to MARIN TRANSIT an "Annual Certification and Claim of Measure AA Funds" as shown in Exhibit A. RECIPIENT shall certify that they meet certain criteria as well as provide all requested program data and submit three years of budget information as specified in Exhibit A. The "Annual Certification and Claim of Measure AA Funds" must be submitted by August 31 of each fiscal year and before any reimbursements are processed. If documentation is deemed incomplete, RECIPIENT will work with MARIN TRANSIT staff to complete the information.

SECTION 18. AUDITS

MARIN TRANSIT reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. MARIN TRANSIT will give advance notice of the requirement. RECIPIENT shall permit MARIN TRANSIT, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the program.

SECTION 19. THIRD PARTY CONTRACT AUDITS

MARIN TRANSIT reserves the right to request an audit of other third-party contracts for any reason. If RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the MARIN TRANSIT.

SECTION 20. RIGHT TO WITHHOLD

If the above items are not provided to MARIN TRANSIT by the annual due date and/or such items are found not to be in compliance with this AGREEMENT, Public Utilities Code Section 180000 et seq., the ballot measure or the Strategic Plan, MARIN TRANSIT may withhold FUNDS from RECIPIENT until RECIPIENT has corrected any noted deficiencies to MARIN TRANSIT'S satisfaction. While FUNDS are being so withheld all interest on withheld FUNDS shall be retained by MARIN TRANSIT as an administrative fee.

SECTION 21. TERMINATION FOR CAUSE

RECIPIENT agrees that, upon ten (10) working days written notice, MARIN TRANSIT may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Measure AA Sales Tax Program Allocation Request Form, unauthorized use of grant funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the program shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, RECIPIENT will repay MARIN TRANSIT any unexpended funds already distributed.

SECTION 22. CORRECTION OF BREACH

With respect to any breach, which is reasonably capable of being cured, RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure or by a time established in writing by MARIN TRANSIT.

SECTION 23. LIABILITY

RECIPIENT agrees to defend, indemnify and hold MARIN TRANSIT and TAM harmless, their officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of RECIPIENT in connection with this AGREEMENT, except those arising by reason of the sole negligence of MARIN TRANSIT or TAM, or their officers, employees and agents.

MARIN TRANSIT agrees to defend, indemnify and hold RECIPIENT harmless, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of MARIN TRANSIT in its obligations under this AGREEMENT, except those arising by reason of the sole negligence of the RECIPIENT, its officers, employees and agents.

RECIPIENT agrees to include in each of its independent contractor agreements entered into with third parties after July 1, 2019 pursuant to this Agreement, provisions substantially similar to the following:

“[Contractor] agrees to defend, indemnify and hold harmless Marin Transit, TAM, and their officers, employees, agents, and funding or supporting governmental entities, from and against any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of the acts or omissions of [Contractor] in connection with this Agreement, except those arising by reason of the sole negligence of an indemnified party.”

SECTION 24. OBLIGATIONS

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by RECIPIENT before the termination date; to the extent those obligations cannot be canceled.

SECTION 25. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 26. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

SECTION 27. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of MARIN TRANSIT. None of RECIPIENT'S agents or employees shall be agents or employees of MARIN TRANSIT.

SECTION 28. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 29. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of MARIN TRANSIT or RECIPIENT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

SECTION 30. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated.

RECIPIENT may not use GRANT funds, or other MARIN TRANSIT programmed funds, for the aforementioned purpose.

SECTION 31. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 32. CONTINGENT UPON ALLOCATION

Disbursement of funds is contingent upon MARIN TRANSIT receiving its allocation of Measure AA from Transportation Authority of Marin and the MARIN TRANSIT’S Board of Directors adoption of the District’s annual budget.

SECTION 33. NOTICES

This AGREEMENT shall be managed and administered on MARIN TRANSIT’S behalf by the Department Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be giving to District at the following location:

Contract Manager:	Kelly Zalewski
Dept./Location:	711 Grand Ave, Suite 110 San Rafael, CA 94901
Telephone No.:	415-226-0872
Email address:	kzalewski@marintransit.org

Notices shall be given to RECIPIENT at the following address:

Contract Manager:	
Address:	
Telephone No.:	
Email address:	

SECTION 34. EXHIBITS

The following Exhibits are hereby made part of this AGREEMENT:

- I. EXHIBIT A: Annual Certification and Claim of Measure AA Funds
- II. EXHIBIT B: Marin Transit Board Item Approved on January 7, 2019

SECTION 35. ACCEPTANCE OF GRANT

RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept MARIN TRANSIT's grant and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

RECIPIENT:

MARIN TRANSIT:

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

Marin County Transit District
Measure AA – Existing Yellow Bus Program Financial Support

Annual Certification and Claim of Measure AA Funds

Marin Transit will supply a worksheet annually to be completed and submitted by August 31 annually. The worksheet will request specific program data, budget information, and certification that the program continues to meet the threshold criteria.

Exhibit A: Marin Transit Annual Certification and Claim of Measure AA Funds
Claim Application Checklist
FY 2019/20

Submittal Date:
Program:

Enter an "X" in the cells highlighted green to indicate that each required document is being submitted with the claim

Document	Document Description	Submitted
A	Program Data	<input type="checkbox"/>
B	Financials	<input type="checkbox"/>
C	Certification of Maintaining Threshold Requirements	<input type="checkbox"/>

Please complete all fields.

Program Name:

Submittal Date:

	FY 2017/18**	FY 2018/19 Estimated Actuals	FY 2019/20 Budget	Notes
Pass Distribution Data				
One-way paid passes:				
One-way free/discounted passes:				
Total one-way passes:				
Pass Price Data				
Price of a one-way annual pass (or 1/2 of round-trip pass price):				
Price of discounted pass (\$0.00 is ok if pass is free to student):				
Program Structure				
Number of Buses:				
Number of AM Routes:				
Number of PM Routes:				
Number of Schools Served:				
Average age of fleet:				
Self-perform or contract:				
If Contract, name of contractor				

* If an item is not confirmed, please provide an estimate and a note.

**See Exhibit B for 17/18 data

Please contact Kelly Zalewski, kzalewski@marintransit.org, 415-226-0872 with any questions

**Measure AA - Existing Yellow Bus Program Financial Support
Annual Certification of Maintaing Threshold Requirements**

Please check all boxes below certifying that the program has maintained the required threshold criteria. Signature by an authorized agent of the program is required for submittal to be valid.

Program Name:

_____ I certify that the home to school program listed above meets the required 20% local contribution threshold

_____ I certify that the home to school yellow bus program listed above meets the required threshold of providing at least a 50% reduction in pass price for income qualified students

Signature

Name

Title

Date

EXHIBIT B

Marin Transit Board of Directors Approved Home to School Yellow Bus Funding Allocation for FY2019/20
Item Approved on January 7, 2019

FUNDING AGREEMENT
BETWEEN
TIBURON PENINSULA TRAFFIC RELIEF JOINT POWERS AGENCY
AND
MARIN TRANSIT

This AGREEMENT is made this ____ day of _____ 2019, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "Marin Transit," a transit district, and TIBURON PENINSULA TRAFFIC RELIEF JOINT POWERS AGENCY, hereinafter referred to as "RECIPIENT", a joint powers agency.

SECTION 1. RECITALS

1. The voters of Marin County approved the authorization of Measure AA at the General Election held on November 6, 2018, thereby authorizing that Marin Transit receive 54.5 percent of the proceeds from a one-half cent transaction and use tax.
2. The tax proceeds will be used to pay for the programs and projects outlined in the Measure AA Expenditure Plan.
3. Included in the Expenditure Plan is a requirement that Marin Transit uses five percent of the one-half cent transaction and use tax funds allocation "to provide transit service to schools in Marin County to reduce local congestion." Additionally, Marin Transit should "provide yellow bus services in partnership with local schools and parent organizations."
4. As a part of the plan to meet the Measure AA Expenditure Plan requirement, on January 7, 2019, the Marin Transit Board of Directors approved spending \$600,000 to fund existing yellow bus programs serving schools in the urbanized area of Marin County.
5. The \$600,000 was approved to be distributed among five school districts that met the established threshold criteria. Marin Transit determined the funding amounts for each of the eligible programs by calculating a one-way pass subsidy for each program. The approved subsidy was 35 percent of the price of a one-way pass. The number of passes sold was multiplied by the per pass subsidy to determine the funding for each program.
6. The funding amounts currently approved will be disbursed annually for three years beginning in FY19/20. The amount will increase/decrease annually by sales tax revenue increase/decrease, per Transportation Authority of Marin (TAM).
7. Annually, Tiburon Peninsula Traffic Relief Joint Powers Agency will certify that they continue to meet the threshold criteria in order to receive funding.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This AGREEMENT is entered into by and between MARIN TRANSIT and RECIPIENT to document the funding conditions necessary for the RECIPIENT to comply with applicable law and MARIN TRANSIT policies. This AGREEMENT consists of additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

SECTION 3. TERM OF FUNDING AGREEMENT

This AGREEMENT shall commence on July 1, 2019, and shall terminate on June 30, 2022. The final invoice must be submitted within 30 days of completion of the stated scope of services.

SECTION 4. PROGRAM DEFINITION AND SCOPE

This AGREEMENT, approved through MARIN TRANSIT Board action, in accordance with the requirements of Marin Transit’s Measure AA Expenditure Plan requirement, is made for the following purposes identified in the RECIPIENT’s Annual Certification and Claim of Measure AA Funds:

Provide yellow bus services in partnership with local schools and parent organizations

Additional information on individual project scope will be included in the Measure AA Sales Tax Program Annual Certification and Claim of Measure AA Funds to be submitted annually by RECIPIENT.

SECTION 5. ELIGIBILITY REQUIREMENTS

RECIPIENT has been determined to meet the eligibility requirements summarized below.

1. An existing FY 17/18 K-8 yellow school bus program serving public school students at a school located within the urbanized area of Marin;
2. A reduced pass for the yellow bus program that provides at least a 50% pass price discount to income eligible students;
3. A local funding (or other discretionary funds) match of at least 20% of program costs, excluding pass sales revenue; and
4. Must certify annually that their program has met threshold criteria.

SECTION 6. GRANT

MARIN TRANSIT hereby grants to the RECIPIENT the amounts by fiscal year as show in the table below as approved by the Marin Transit Board on January 7, 2019.

Fiscal Year	Amount
FY 2019/20	\$135,877
FY 2020/21	\$138,866*
FY 2021/22	\$141,921*

*Amount estimated based on historical Marin County Sales Tax Growth rate. Actual amount to be determined annually. RECIPIENT will be informed of actual amount by June 1st of each fiscal year.

SECTION 7. BUDGET AND SCOPE

RECIPIENT shall maintain a project budget. RECIPIENT shall carry out the operation of a regular home to school yellow bus program and shall incur obligations against and make disbursements of the grant in conformity with MARIN TRANSIT’S requirements and the budget. The budget should be included in the Annual Certification and Claim of Measure AA Funds and submitted annually to MARIN TRANSIT.

If RECIPIENT makes major changes to the scope of the project that are funded with Measure AA

funds then funding may be reduced in subsequent allocation years. Major changes to the scope are defined as reducing service by 20 percent.

An increase in the level of service will not constitute an increase in the grant amount in the current funding cycle.

SECTION 8. PROJECT MANAGEMENT

RECIPIENT shall be responsible for the project and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget.

SECTION 9. PROGRAM OVERSIGHT

RECIPIENT shall cooperate with MARIN TRANSIT'S project management team and shall provide any requested program information.

SECTION 10. ATTRIBUTION AND SIGNAGE

If any portion of grant funds is used for production of reports, acknowledgment of MARIN TRANSIT and the Transportation Authority of Marin's role, as the Measure AA Sales Tax Program overseer, shall be included in the documents. If any portion of grant funds is used for construction, RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying Measure AA Local Transportation Sales Tax Funds and TAM. For non-construction capital purchases funded by any portion of grant funds, RECIPIENT shall affix permanent signage identifying TAM and the Sales Tax Funds as a funding source. RECIPIENT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of Measure AA reimbursement for program expenses.

A reference to Measure AA should be included on the school bus program website to acknowledge its role in funding the program.

SECTION 11. PRESS RELEASES

RECIPIENT shall notify MARIN TRANSIT in advance of any press releases about project and program activities, particularly groundbreakings and ribbon cuttings, in connection to grant funds expended from this AGREEMENT.

SECTION 12. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 13. FINANCES

All costs charged to the home to school yellow bus program shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges.

SECTION 14. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the program shall be maintained by RECIPIENT for a period of three (3) years after the later of program closeout or termination of grant. Such program documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the program.

SECTION 15. REIMBURSEMENTS

Payment shall be made by Marin Transit for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of the AGREEMENT. Payments may be reimbursed quarterly. Payment to RECIPIENT of the grant shall be upon written approval by Marin Transit, upon submittal of an invoice plus appropriate support documentation and identification of expenses incurred.

Reimbursements shall not exceed the annual amounts shown in SECTION 6. GRANT.

Each reimbursement request shall include RECIPIENT'S certification that the amounts sought are only for project elements included in the Annual Certification and Claim of Measure AA Funds, and that RECIPIENT is in compliance with MARIN TRANSIT'S requirements outlined in this AGREEMENT.

SECTION 16. ELIGIBLE EXPENSES

RECIPIENT shall expend funds only on eligible expenses to operate a home to school yellow bus program for the general student population as follows: operating costs including direct staff time (salary and benefits). Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense.

SECTION 17. SUBMITTAL OF ANNUAL CERTIFICATION AND CLAIM OF MEASURE AA FUNDS

RECIPIENT shall provide to MARIN TRANSIT an "Annual Certification and Claim of Measure AA Funds" as shown in Exhibit A. RECIPIENT shall certify that they meet certain criteria as well as provide all requested program data and submit three years of budget information as specified in Exhibit A. The "Annual Certification and Claim of Measure AA Funds" must be submitted by August 31 of each fiscal year and before any reimbursements are processed. If documentation is deemed incomplete, RECIPIENT will work with MARIN TRANSIT staff to complete the information.

SECTION 18. AUDITS

MARIN TRANSIT reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. MARIN TRANSIT will give advance notice of the requirement. RECIPIENT shall permit MARIN TRANSIT, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the program.

SECTION 19. THIRD PARTY CONTRACT AUDITS

MARIN TRANSIT reserves the right to request an audit of other third-party contracts for any reason. If RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the MARIN TRANSIT.

SECTION 20. RIGHT TO WITHHOLD

If the above items are not provided to MARIN TRANSIT by the annual due date and/or such items are found not to be in compliance with this AGREEMENT, Public Utilities Code Section 180000 et seq., the ballot measure or the Strategic Plan, MARIN TRANSIT may withhold FUNDS from RECIPIENT until RECIPIENT has corrected any noted deficiencies to MARIN TRANSIT'S satisfaction. While FUNDS are being so withheld all interest on withheld FUNDS shall be retained by MARIN TRANSIT as an administrative fee.

SECTION 21. TERMINATION FOR CAUSE

RECIPIENT agrees that, upon ten (10) working days written notice, MARIN TRANSIT may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Measure AA Sales Tax Program Allocation Request Form, unauthorized use of grant funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the program shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, RECIPIENT will repay MARIN TRANSIT any unexpended funds already distributed.

SECTION 22. CORRECTION OF BREACH

With respect to any breach, which is reasonably capable of being cured, RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure or by a time established in writing by MARIN TRANSIT.

SECTION 23. LIABILITY

RECIPIENT agrees to defend, indemnify and hold MARIN TRANSIT and TAM harmless, their officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of RECIPIENT in connection with this AGREEMENT, except those arising by reason of the sole negligence of MARIN TRANSIT or TAM, or their officers, employees and agents.

MARIN TRANSIT agrees to defend, indemnify and hold RECIPIENT harmless, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of MARIN TRANSIT in its obligations under this AGREEMENT, except those arising by reason of the sole negligence of the RECIPIENT, its officers, employees and agents.

RECIPIENT agrees to include in each of its independent contractor agreements entered into with third parties after July 1, 2019 pursuant to this Agreement, provisions substantially similar to the following:

“[Contractor] agrees to defend, indemnify and hold harmless Marin Transit, TAM, and their officers, employees, agents, and funding or supporting governmental entities, from and against any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of the acts or omissions of [Contractor] in connection with this Agreement, except those arising by reason of the sole negligence of an indemnified party.”

SECTION 24. OBLIGATIONS

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by RECIPIENT before the termination date; to the extent those obligations cannot be canceled.

SECTION 25. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 26. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

SECTION 27. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of MARIN TRANSIT. None of RECIPIENT'S agents or employees shall be agents or employees of MARIN TRANSIT.

SECTION 28. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 29. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of MARIN TRANSIT or RECIPIENT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

SECTION 30. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated. RECIPIENT may not use GRANT funds, or other MARIN TRANSIT programmed funds, for the aforementioned purpose.

SECTION 31. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 32. CONTINGENT UPON ALLOCATION

Disbursement of funds is contingent upon MARIN TRANSIT receiving its allocation of Measure AA from Transportation Authority of Marin and the MARIN TRANSIT’s Board of Directors adoption of the District’s annual budget.

SECTION 33. NOTICES

This AGREEMENT shall be managed and administered on MARIN TRANSIT’S behalf by the Department Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be giving to District at the following location:

Contract Manager:	Kelly Zalewski
Dept./Location:	711 Grand Ave, Suite 110 San Rafael, CA 94901
Telephone No.:	415-226-0872
Email address:	kzalewski@marintransit.org

Notices shall be given to RECIPIENT at the following address:

Contract Manager:	
Address:	
Telephone No.:	
Email address:	

SECTION 34. EXHIBITS

The following Exhibits are hereby made part of this AGREEMENT:

- I. EXHIBIT A: Annual Certification and Claim of Measure AA Funds

II. EXHIBIT B: Marin Transit Board Item Approved on January 7, 2019

SECTION 35. ACCEPTANCE OF GRANT

RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept MARIN TRANSIT's grant and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

RECIPIENT:

MARIN TRANSIT:

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

Marin County Transit District
Measure AA – Existing Yellow Bus Program Financial Support

Annual Certification and Claim of Measure AA Funds

Marin Transit will supply a worksheet annually to be completed and submitted by August 31 annually. The worksheet will request specific program data, budget information, and certification that the program continues to meet the threshold criteria.

Exhibit A: Marin Transit Annual Certification and Claim of Measure AA Funds
Claim Application Checklist
FY 2019/20

Submittal Date:
Program:

Enter an "X" in the cells highlighted green to indicate that each required document is being submitted with the claim

Document	Document Description	Submitted
A	Program Data	<input type="checkbox"/>
B	Financials	<input type="checkbox"/>
C	Certification of Maintaining Threshold Requirements	<input type="checkbox"/>

Please complete all fields.

Program Name:

Submittal Date:

	FY 2017/18**	FY 2018/19 Estimated Actuals	FY 2019/20 Budget	Notes
Pass Distribution Data				
One-way paid passes:				
One-way free/discounted passes:				
Total one-way passes:				
Pass Price Data				
Price of a one-way annual pass (or 1/2 of round-trip pass price):				
Price of discounted pass (\$0.00 is ok if pass is free to student):				
Program Structure				
Number of Buses:				
Number of AM Routes:				
Number of PM Routes:				
Number of Schools Served:				
Average age of fleet:				
Self-perform or contract:				
If Contract, name of contractor				

* If an item is not confirmed, please provide an estimate and a note.

**See Exhibit B for 17/18 data

Please contact Kelly Zalewski, kzalewski@marintransit.org, 415-226-0872 with any questions

**Measure AA - Existing Yellow Bus Program Financial Support
Annual Certification of Maintaing Threshold Requirements**

Please check all boxes below certifying that the program has maintained the required threshold criteria. Signature by an authorized agent of the program is required for submittal to be valid.

Program Name:

_____ I certify that the home to school program listed above meets the required 20% local contribution threshold

_____ I certify that the home to school yellow bus program listed above meets the required threshold of providing at least a 50% reduction in pass price for income qualified students

Signature

Name

Title

Date

EXHIBIT B

Marin Transit Board of Directors Approved Home to School Yellow Bus Funding Allocation for FY2019/20
Item Approved on January 7, 2019

FUNDING AGREEMENT
BETWEEN
SAN RAFAEL ELEMENTARY SCHOOL DISTRICT
AND
MARIN TRANSIT

This AGREEMENT is made this ____ day of _____ 2019, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "Marin Transit," a transit district, and SAN RAFAEL ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as "RECIPIENT", a local school district.

SECTION 1. RECITALS

1. The voters of Marin County approved the authorization of Measure AA at the General Election held on November 6, 2018, thereby authorizing that Marin Transit receive 54.5 percent of the proceeds from a one-half cent transaction and use tax.
2. The tax proceeds will be used to pay for the programs and projects outlined in the Measure AA Expenditure Plan.
3. Included in the Expenditure Plan is a requirement that Marin Transit uses five percent of the one-half cent transaction and use tax funds allocation "to provide transit service to schools in Marin County to reduce local congestion." Additionally, Marin Transit should "provide yellow bus services in partnership with local schools and parent organizations."
4. As a part of the plan to meet the Measure AA Expenditure Plan requirement, on January 7, 2019, the Marin Transit Board of Directors approved spending \$600,000 to fund existing yellow bus programs serving schools in the urbanized area of Marin County.
5. The \$600,000 was approved to be distributed among five school districts that met the established threshold criteria. Marin Transit determined the funding amounts for each of the eligible programs by calculating a one-way pass subsidy for each program. The approved subsidy was 35 percent of the price of a one-way pass. The number of passes sold was multiplied by the per pass subsidy to determine the funding for each program.
6. The funding amounts currently approved will be disbursed annually for three years beginning in FY19/20. The amount will increase/decrease annually by sales tax revenue increase/decrease, per Transportation Authority of Marin (TAM).
7. Annually, San Rafael Elementary School District will certify that they continue to meet the threshold criteria in order to receive funding.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This AGREEMENT is entered into by and between MARIN TRANSIT and RECIPIENT to document the funding conditions necessary for the RECIPIENT to comply with applicable law and MARIN TRANSIT policies. This AGREEMENT consists of additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

SECTION 3. TERM OF FUNDING AGREEMENT

This AGREEMENT shall commence on July 1, 2019, and shall terminate on June 30, 2022. The final invoice must be submitted within 30 days of completion of the stated scope of services.

SECTION 4. PROGRAM DEFINITION AND SCOPE

This AGREEMENT, approved through MARIN TRANSIT Board action, in accordance with the requirements of Marin Transit’s Measure AA Expenditure Plan requirement, is made for the following purposes identified in the RECIPIENT's Annual Certification and Claim of Measure AA Funds:

Provide yellow bus services in partnership with local schools and parent organizations

Additional information on individual project scope will be included in the Measure AA Sales Tax Program Annual Certification and Claim of Measure AA Funds to be submitted annually by RECIPIENT.

SECTION 5. ELIGIBILITY REQUIREMENTS

RECIPIENT has been determined to meet the eligibility requirements summarized below.

1. An existing FY 17/18 K-8 yellow school bus program serving public school students at a school located within the urbanized area of Marin;
2. A reduced pass for the yellow bus program that provides at least a 50% pass price discount to income eligible students;
3. A local funding (or other discretionary funds) match of at least 20% of program costs, excluding pass sales revenue; and
4. Must certify annually that their program has met threshold criteria.

SECTION 6. GRANT

MARIN TRANSIT hereby grants to the RECIPIENT the amounts by fiscal year as show in the table below as approved by the Marin Transit Board on January 7, 2019.

Fiscal Year	Amount
FY 2019/20	\$232,085
FY 2020/21	\$237,191*
FY 2021/22	\$242,409*

*Amount estimated based on historical Marin County Sales Tax Growth rate. Actual amount to be determined annually. RECIPIENT will be informed of actual amount by June 1st of each fiscal year.

SECTION 7. BUDGET AND SCOPE

RECIPIENT shall maintain a project budget. RECIPIENT shall carry out the operation of a regular home to school yellow bus program and shall incur obligations against and make disbursements of the grant in conformity with MARIN TRANSIT’S requirements and the budget. The budget should be included in the Annual Certification and Claim of Measure AA Funds and submitted annually to MARIN TRANSIT.

If RECIPIENT makes major changes to the scope of the project that are funded with Measure AA funds then funding may be reduced in subsequent allocation years. Major changes to the scope are defined as reducing service by 20 percent.

An increase in the level of service will not constitute an increase in the grant amount in the current funding cycle.

SECTION 8. PROJECT MANAGEMENT

RECIPIENT shall be responsible for the project and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget.

SECTION 9. PROGRAM OVERSIGHT

RECIPIENT shall cooperate with MARIN TRANSIT'S project management team and shall provide any requested program information.

SECTION 10. ATTRIBUTION AND SIGNAGE

If any portion of grant funds is used for production of reports, acknowledgment of MARIN TRANSIT and the Transportation Authority of Marin's role, as the Measure AA Sales Tax Program overseer, shall be included in the documents. If any portion of grant funds is used for construction, RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying Measure AA Local Transportation Sales Tax Funds and TAM. For non-construction capital purchases funded by any portion of grant funds, RECIPIENT shall affix permanent signage identifying TAM and the Sales Tax Funds as a funding source. RECIPIENT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of Measure AA reimbursement for program expenses.

A reference to Measure AA should be included on the school bus program website to acknowledge its role in funding the program.

SECTION 11. PRESS RELEASES

RECIPIENT shall notify MARIN TRANSIT in advance of any press releases about project and program activities, particularly groundbreakings and ribbon cuttings, in connection to grant funds expended from this AGREEMENT.

SECTION 12. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 13. FINANCES

All costs charged to the home to school yellow bus program shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges.

SECTION 14. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the program shall be maintained by RECIPIENT for a period of three (3) years after the later of program closeout or termination of grant. Such program documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the program.

SECTION 15. REIMBURSEMENTS

Payment shall be made by Marin Transit for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of the AGREEMENT. Payments may be reimbursed quarterly. Payment to RECIPIENT of the grant shall be upon written approval by Marin Transit, upon submittal of an invoice plus appropriate support documentation and identification of expenses incurred.

Reimbursements shall not exceed the annual amounts shown in SECTION 6. GRANT.

Each reimbursement request shall include RECIPIENT'S certification that the amounts sought are only for project elements included in the Annual Certification and Claim of Measure AA Funds, and that RECIPIENT is in compliance with MARIN TRANSIT'S requirements outlined in this AGREEMENT.

SECTION 16. ELIGIBLE EXPENSES

RECIPIENT shall expend funds only on eligible expenses to operate a home to school yellow bus program for the general student population as follows: operating costs including direct staff time (salary and benefits). Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense.

SECTION 17. SUBMITTAL OF ANNUAL CERTIFICATION AND CLAIM OF MEASURE AA FUNDS

RECIPIENT shall provide to MARIN TRANSIT an "Annual Certification and Claim of Measure AA Funds" as shown in Exhibit A. RECIPIENT shall certify that they meet certain criteria as well as provide all requested program data and submit three years of budget information as specified in Exhibit A. The "Annual Certification and Claim of Measure AA Funds" must be submitted by August 31 of each fiscal year and before any reimbursements are processed. If documentation is deemed incomplete, RECIPIENT will work with MARIN TRANSIT staff to complete the information.

SECTION 18. AUDITS

MARIN TRANSIT reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. MARIN TRANSIT will give advance notice of the requirement. RECIPIENT shall permit MARIN TRANSIT, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the program.

SECTION 19. THIRD PARTY CONTRACT AUDITS

MARIN TRANSIT reserves the right to request an audit of other third-party contracts for any reason. If RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the MARIN TRANSIT.

SECTION 20. RIGHT TO WITHHOLD

If the above items are not provided to MARIN TRANSIT by the annual due date and/or such items are found not to be in compliance with this AGREEMENT, Public Utilities Code Section 180000 et seq., the ballot measure or the Strategic Plan, MARIN TRANSIT may withhold FUNDS from RECIPIENT until RECIPIENT has corrected any noted deficiencies to MARIN TRANSIT'S satisfaction. While FUNDS are being so withheld all interest on withheld FUNDS shall be retained by MARIN TRANSIT as an administrative fee.

SECTION 21. TERMINATION FOR CAUSE

RECIPIENT agrees that, upon ten (10) working days written notice, MARIN TRANSIT may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Measure AA Sales Tax Program Allocation Request Form, unauthorized use of grant funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the program shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, RECIPIENT will repay MARIN TRANSIT any unexpended funds already distributed.

SECTION 22. CORRECTION OF BREACH

With respect to any breach, which is reasonably capable of being cured, RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure or by a time established in writing by MARIN TRANSIT.

SECTION 23. LIABILITY

RECIPIENT agrees to defend, indemnify and hold MARIN TRANSIT and TAM harmless, their officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of RECIPIENT in connection with this AGREEMENT, except those arising by reason of the sole negligence of MARIN TRANSIT or TAM, or their officers, employees and agents.

MARIN TRANSIT agrees to defend, indemnify and hold RECIPIENT harmless, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of MARIN TRANSIT in its obligations under this AGREEMENT, except those arising by reason of the sole negligence of the RECIPIENT, its officers, employees and agents.

RECIPIENT agrees to include in each of its independent contractor agreements entered into with third parties after July 1, 2019 pursuant to this Agreement, provisions substantially similar to the following:

“[Contractor] agrees to defend, indemnify and hold harmless Marin Transit, TAM, and their officers, employees, agents, and funding or supporting governmental entities, from and against any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of the acts or omissions of [Contractor] in connection with this Agreement, except those arising by reason of the sole negligence of an indemnified party.”

SECTION 24. OBLIGATIONS

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by RECIPIENT before the termination date; to the extent those obligations cannot be canceled.

SECTION 25. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 26. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

SECTION 27. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of MARIN TRANSIT. None of RECIPIENT'S agents or employees shall be agents or employees of MARIN TRANSIT.

SECTION 28. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 29. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of MARIN TRANSIT or RECIPIENT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

SECTION 30. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated.

RECIPIENT may not use GRANT funds, or other MARIN TRANSIT programmed funds, for the aforementioned purpose.

SECTION 31. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 32. CONTINGENT UPON ALLOCATION

Disbursement of funds is contingent upon MARIN TRANSIT receiving its allocation of Measure AA from Transportation Authority of Marin and the MARIN TRANSIT’S Board of Directors adoption of the District’s annual budget.

SECTION 33. NOTICES

This AGREEMENT shall be managed and administered on MARIN TRANSIT’S behalf by the Department Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be giving to District at the following location:

Contract Manager:	Kelly Zalewski
Dept./Location:	711 Grand Ave, Suite 110 San Rafael, CA 94901
Telephone No.:	415-226-0872
Email address:	kzalewski@marintransit.org

Notices shall be given to RECIPIENT at the following address:

Contract Manager:	Douglas Marquand
Address:	310 Nova Albion Way San Rafael, CA 94903
Telephone No.:	415-492-3205
Email address:	dmarquand@srcs.org

SECTION 34. EXHIBITS

- The following Exhibits are hereby made part of this AGREEMENT:
- I. EXHIBIT A: Annual Certification and Claim of Measure AA Funds
 - II. EXHIBIT B: Marin Transit Board Item Approved on January 7, 2019

SECTION 35. ACCEPTANCE OF GRANT

RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept MARIN TRANSIT's grant and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

RECIPIENT:

MARIN TRANSIT:

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

Marin County Transit District
Measure AA – Existing Yellow Bus Program Financial Support

Annual Certification and Claim of Measure AA Funds

Marin Transit will supply a worksheet annually to be completed and submitted by August 31 annually. The worksheet will request specific program data, budget information, and certification that the program continues to meet the threshold criteria.

Exhibit A: Marin Transit Annual Certification and Claim of Measure AA Funds
Claim Application Checklist
FY 2019/20

Submittal Date:
Program:

Enter an "X" in the cells highlighted green to indicate that each required document is being submitted with the claim

Document	Document Description	Submitted
A	Program Data	<input type="checkbox"/>
B	Financials	<input type="checkbox"/>
C	Certification of Maintaining Threshold Requirements	<input type="checkbox"/>

Please complete all fields.

Program Name:

Submittal Date:

	FY 2017/18**	FY 2018/19 Estimated Actuals	FY 2019/20 Budget	Notes
Pass Distribution Data				
One-way paid passes:				
One-way free/discounted passes:				
Total one-way passes:				
Pass Price Data				
Price of a one-way annual pass (or 1/2 of round-trip pass price):				
Price of discounted pass (\$0.00 is ok if pass is free to student):				
Program Structure				
Number of Buses:				
Number of AM Routes:				
Number of PM Routes:				
Number of Schools Served:				
Average age of fleet:				
Self-perform or contract:				
If Contract, name of contractor				

* If an item is not confirmed, please provide an estimate and a note.

**See Exhibit B for 17/18 data

Please contact Kelly Zalewski, kzalewski@marintransit.org, 415-226-0872 with any questions

**Measure AA - Existing Yellow Bus Program Financial Support
Annual Certification of Maintaing Threshold Requirements**

Please check all boxes below certifying that the program has maintained the required threshold criteria. Signature by an authorized agent of the program is required for submittal to be valid.

Program Name:

_____ I certify that the home to school program listed above meets the required 20% local contribution threshold

_____ I certify that the home to school yellow bus program listed above meets the required threshold of providing at least a 50% reduction in pass price for income qualified students

Signature

Name

Title

Date

EXHIBIT B

Marin Transit Board of Directors Approved Home to School Yellow Bus Funding Allocation for FY2019/20
Item Approved on January 7, 2019

FUNDING AGREEMENT
BETWEEN
DIXIE SCHOOL DISTRICT
AND
MARIN TRANSIT

This AGREEMENT is made this ____ day of _____ 2019, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "Marin Transit," a transit district, and DIXIE SCHOOL DISTRICT, hereinafter referred to as "RECIPIENT", a local school district.

SECTION 1. RECITALS

1. The voters of Marin County approved the authorization of Measure AA at the General Election held on November 6, 2018, thereby authorizing that Marin Transit receive 54.5 percent of the proceeds from a one-half cent transaction and use tax.
2. The tax proceeds will be used to pay for the programs and projects outlined in the Measure AA Expenditure Plan.
3. Included in the Expenditure Plan is a requirement that Marin Transit uses five percent of the one-half cent transaction and use tax funds allocation "to provide transit service to schools in Marin County to reduce local congestion." Additionally, Marin Transit should "provide yellow bus services in partnership with local schools and parent organizations."
4. As a part of the plan to meet the Measure AA Expenditure Plan requirement, on January 7, 2019, the Marin Transit Board of Directors approved spending \$600,000 to fund existing yellow bus programs serving schools in the urbanized area of Marin County.
5. The \$600,000 was approved to be distributed among five school districts that met the established threshold criteria. Marin Transit determined the funding amounts for each of the eligible programs by calculating a one-way pass subsidy for each program. The approved subsidy was 35 percent of the price of a one-way pass. The number of passes sold was multiplied by the per pass subsidy to determine the funding for each program.
6. The funding amounts currently approved will be disbursed annually for three years beginning in FY19/20. The amount will increase/decrease annually by sales tax revenue increase/decrease, per Transportation Authority of Marin (TAM).
7. Annually, Dixie School District will certify that they continue to meet the threshold criteria in order to receive funding.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This AGREEMENT is entered into by and between MARIN TRANSIT and RECIPIENT to document the funding conditions necessary for the RECIPIENT to comply with applicable law and MARIN TRANSIT policies. This AGREEMENT consists of additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

SECTION 3. TERM OF FUNDING AGREEMENT

This AGREEMENT shall commence on July 1, 2019, and shall terminate on June 30, 2022. The final invoice must be submitted within 30 days of completion of the stated scope of services.

SECTION 4. PROGRAM DEFINITION AND SCOPE

This AGREEMENT, approved through MARIN TRANSIT Board action, in accordance with the requirements of Marin Transit’s Measure AA Expenditure Plan requirement, is made for the following purposes identified in the RECIPIENT's Annual Certification and Claim of Measure AA Funds:

Provide yellow bus services in partnership with local schools and parent organizations

Additional information on individual project scope will be included in the Measure AA Sales Tax Program Annual Certification and Claim of Measure AA Funds to be submitted annually by RECIPIENT.

SECTION 5. ELIGIBILITY REQUIREMENTS

RECIPIENT has been determined to meet the eligibility requirements summarized below.

1. An existing FY 17/18 K-8 yellow school bus program serving public school students at a school located within the urbanized area of Marin;
2. A reduced pass for the yellow bus program that provides at least a 50% pass price discount to income eligible students;
3. A local funding (or other discretionary funds) match of at least 20% of program costs, excluding pass sales revenue; and
4. Must certify annually that their program has met threshold criteria.

SECTION 6. GRANT

MARIN TRANSIT hereby grants to the RECIPIENT the amounts by fiscal year as show in the table below as approved by the Marin Transit Board on January 7, 2019.

Fiscal Year	Amount
FY 2019/20	\$42,244
FY 2020/21	\$43,173*
FY 2021/22	\$44,123*

*Amount estimated based on historical Marin County Sales Tax Growth rate. Actual amount to be determined annually. RECIPIENT will be informed of actual amount by June 1st of each fiscal year.

SECTION 7. BUDGET AND SCOPE

RECIPIENT shall maintain a project budget. RECIPIENT shall carry out the operation of a regular home to school yellow bus program and shall incur obligations against and make disbursements of the grant in conformity with MARIN TRANSIT’S requirements and the budget. The budget should be included in the Annual Certification and Claim of Measure AA Funds and submitted annually to MARIN TRANSIT.

If RECIPIENT makes major changes to the scope of the project that are funded with Measure AA funds then funding may be reduced in subsequent allocation years. Major changes to the scope are defined as reducing service by 20 percent.

An increase in the level of service will not constitute an increase in the grant amount in the current funding cycle.

SECTION 8. PROJECT MANAGEMENT

RECIPIENT shall be responsible for the project and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget.

SECTION 9. PROGRAM OVERSIGHT

RECIPIENT shall cooperate with MARIN TRANSIT'S project management team and shall provide any requested program information.

SECTION 10. ATTRIBUTION AND SIGNAGE

If any portion of grant funds is used for production of reports, acknowledgment of MARIN TRANSIT and the Transportation Authority of Marin's role, as the Measure AA Sales Tax Program overseer, shall be included in the documents. If any portion of grant funds is used for construction, RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying Measure AA Local Transportation Sales Tax Funds and TAM. For non-construction capital purchases funded by any portion of grant funds, RECIPIENT shall affix permanent signage identifying TAM and the Sales Tax Funds as a funding source. RECIPIENT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of Measure AA reimbursement for program expenses.

A reference to Measure AA should be included on the school bus program website to acknowledge its role in funding the program.

SECTION 11. PRESS RELEASES

RECIPIENT shall notify MARIN TRANSIT in advance of any press releases about project and program activities, particularly groundbreakings and ribbon cuttings, in connection to grant funds expended from this AGREEMENT.

SECTION 12. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 13. FINANCES

All costs charged to the home to school yellow bus program shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges.

SECTION 14. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the program shall be maintained by RECIPIENT for a period of three (3) years after the later of program closeout or termination of grant. Such program documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the program.

SECTION 15. REIMBURSEMENTS

Payment shall be made by Marin Transit for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of the AGREEMENT. Payments may be reimbursed quarterly. Payment to RECIPIENT of the grant shall be upon written approval by Marin Transit, upon submittal of an invoice plus appropriate support documentation and identification of expenses incurred.

Reimbursements shall not exceed the annual amounts shown in SECTION 6. GRANT.

Each reimbursement request shall include RECIPIENT'S certification that the amounts sought are only for project elements included in the Annual Certification and Claim of Measure AA Funds, and that RECIPIENT is in compliance with MARIN TRANSIT'S requirements outlined in this AGREEMENT.

SECTION 16. ELIGIBLE EXPENSES

RECIPIENT shall expend funds only on eligible expenses to operate a home to school yellow bus program for the general student population as follows: operating costs including direct staff time (salary and benefits). Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense.

SECTION 17. SUBMITTAL OF ANNUAL CERTIFICATION AND CLAIM OF MEASURE AA FUNDS

RECIPIENT shall provide to MARIN TRANSIT an "Annual Certification and Claim of Measure AA Funds" as shown in Exhibit A. RECIPIENT shall certify that they meet certain criteria as well as provide all requested program data and submit three years of budget information as specified in Exhibit A. The "Annual Certification and Claim of Measure AA Funds" must be submitted by August 31 of each fiscal year and before any reimbursements are processed. If documentation is deemed incomplete, RECIPIENT will work with MARIN TRANSIT staff to complete the information.

SECTION 18. AUDITS

MARIN TRANSIT reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. MARIN TRANSIT will give advance notice of the requirement. RECIPIENT shall permit MARIN TRANSIT, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the program.

SECTION 19. THIRD PARTY CONTRACT AUDITS

MARIN TRANSIT reserves the right to request an audit of other third-party contracts for any reason. If RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the MARIN TRANSIT.

SECTION 20. RIGHT TO WITHHOLD

If the above items are not provided to MARIN TRANSIT by the annual due date and/or such items are found not to be in compliance with this AGREEMENT, Public Utilities Code Section 180000 et seq., the ballot measure or the Strategic Plan, MARIN TRANSIT may withhold FUNDS from RECIPIENT until RECIPIENT has corrected any noted deficiencies to MARIN TRANSIT'S satisfaction. While FUNDS are being so withheld all interest on withheld FUNDS shall be retained by MARIN TRANSIT as an administrative fee.

SECTION 21. TERMINATION FOR CAUSE

RECIPIENT agrees that, upon ten (10) working days written notice, MARIN TRANSIT may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Measure AA Sales Tax Program Allocation Request Form, unauthorized use of grant funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the program shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, RECIPIENT will repay MARIN TRANSIT any unexpended funds already distributed.

SECTION 22. CORRECTION OF BREACH

With respect to any breach, which is reasonably capable of being cured, RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure or by a time established in writing by MARIN TRANSIT.

SECTION 23. LIABILITY

RECIPIENT agrees to defend, indemnify and hold MARIN TRANSIT and TAM harmless, their officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of RECIPIENT in connection with this AGREEMENT, except those arising by reason of the sole negligence of MARIN TRANSIT or TAM, or their officers, employees and agents.

MARIN TRANSIT agrees to defend, indemnify and hold RECIPIENT harmless, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of MARIN TRANSIT in its obligations under this AGREEMENT, except those arising by reason of the sole negligence of the RECIPIENT, its officers, employees and agents.

RECIPIENT agrees to include in each of its independent contractor agreements entered into with third parties after July 1, 2019 pursuant to this Agreement, provisions substantially similar to the following:

“[Contractor] agrees to defend, indemnify and hold harmless Marin Transit, TAM, and their officers, employees, agents, and funding or supporting governmental entities, from and against any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of the acts or omissions of [Contractor] in connection with this Agreement, except those arising by reason of the sole negligence of an indemnified party.”

SECTION 24. OBLIGATIONS

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by RECIPIENT before the termination date; to the extent those obligations cannot be canceled.

SECTION 25. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 26. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

SECTION 27. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of MARIN TRANSIT. None of RECIPIENT'S agents or employees shall be agents or employees of MARIN TRANSIT.

SECTION 28. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 29. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of MARIN TRANSIT or RECIPIENT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

SECTION 30. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated.

RECIPIENT may not use GRANT funds, or other MARIN TRANSIT programmed funds, for the aforementioned purpose.

SECTION 31. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 32. CONTINGENT UPON ALLOCATION

Disbursement of funds is contingent upon MARIN TRANSIT receiving its allocation of Measure AA from Transportation Authority of Marin and the MARIN TRANSIT’S Board of Directors adoption of the District’s annual budget.

SECTION 33. NOTICES

This AGREEMENT shall be managed and administered on MARIN TRANSIT’S behalf by the Department Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be giving to District at the following location:

Contract Manager:	Kelly Zalewski
Dept./Location:	711 Grand Ave, Suite 110 San Rafael, CA 94901
Telephone No.:	415-226-0872
Email address:	kzalewski@marintransit.org

Notices shall be given to RECIPIENT at the following address:

Contract Manager:	
Address:	
Telephone No.:	
Email address:	

SECTION 34. EXHIBITS

- The following Exhibits are hereby made part of this AGREEMENT:
- I. EXHIBIT A: Annual Certification and Claim of Measure AA Funds
 - II. EXHIBIT B: Marin Transit Board Item Approved on January 7, 2019

SECTION 35. ACCEPTANCE OF GRANT

RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept MARIN TRANSIT's grant and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

RECIPIENT:

MARIN TRANSIT:

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

Marin County Transit District
Measure AA – Existing Yellow Bus Program Financial Support

Annual Certification and Claim of Measure AA Funds

Marin Transit will supply a worksheet annually to be completed and submitted by August 31 annually. The worksheet will request specific program data, budget information, and certification that the program continues to meet the threshold criteria.

Exhibit A: Marin Transit Annual Certification and Claim of Measure AA Funds
Claim Application Checklist
FY 2019/20

Submittal Date:
Program:

Enter an "X" in the cells highlighted green to indicate that each required document is being submitted with the claim

Document	Document Description	Submitted
A	Program Data	<input type="checkbox"/>
B	Financials	<input type="checkbox"/>
C	Certification of Maintaining Threshold Requirements	<input type="checkbox"/>

Please complete all fields.

Program Name:

Submittal Date:

	FY 2017/18**	FY 2018/19 Estimated Actuals	FY 2019/20 Budget	Notes
Pass Distribution Data				
One-way paid passes:				
One-way free/discounted passes:				
Total one-way passes:				
Pass Price Data				
Price of a one-way annual pass (or 1/2 of round-trip pass price):				
Price of discounted pass (\$0.00 is ok if pass is free to student):				
Program Structure				
Number of Buses:				
Number of AM Routes:				
Number of PM Routes:				
Number of Schools Served:				
Average age of fleet:				
Self-perform or contract:				
If Contract, name of contractor				

* If an item is not confirmed, please provide an estimate and a note.

**See Exhibit B for 17/18 data

Please contact Kelly Zalewski, kzalewski@marintransit.org, 415-226-0872 with any questions

**Measure AA - Existing Yellow Bus Program Financial Support
Annual Certification of Maintaing Threshold Requirements**

Please check all boxes below certifying that the program has maintained the required threshold criteria. Signature by an authorized agent of the program is required for submittal to be valid.

Program Name:

_____ I certify that the home to school program listed above meets the required 20% local contribution threshold

_____ I certify that the home to school yellow bus program listed above meets the required threshold of providing at least a 50% reduction in pass price for income qualified students

Signature

Name

Title

Date

EXHIBIT B

Marin Transit Board of Directors Approved Home to School Yellow Bus Funding Allocation for FY2019/20
Item Approved on January 7, 2019

FUNDING AGREEMENT
BETWEEN
MARIN COUNTY TRANSIT DISTRICT
AND
MARIN COUNTY TRANSIT DISTRICT

This AGREEMENT is made this ____ day of _____ 2019, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "Marin Transit," a transit district, and MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "RECIPIENT", a transit district acting on behalf of the yellow bus program serving schools in the Ross Valley area.

SECTION 1. RECITALS

1. The voters of Marin County approved the authorization of Measure AA at the General Election held on November 6, 2018, thereby authorizing that Marin Transit receive 54.5 percent of the proceeds from a one-half cent transaction and use tax.

2. The tax proceeds will be used to pay for the programs and projects outlined in the Measure AA Expenditure Plan.

3. Included in the Expenditure Plan is a requirement that Marin Transit uses five percent of the one-half cent transaction and use tax funds allocation "to provide transit service to schools in Marin County to reduce local congestion." Additionally, Marin Transit should "provide yellow bus services in partnership with local schools and parent organizations."

4. As a part of the plan to meet the Measure AA Expenditure Plan requirement, on January 7, 2019, the Marin Transit Board of Directors approved spending \$600,000 to fund existing yellow bus programs serving schools in the urbanized area of Marin County.

5. The \$600,000 was approved to be distributed among five school districts that met the established threshold criteria. Marin Transit determined the funding amounts for each of the eligible programs by calculating a one-way pass subsidy for each program. The approved subsidy was 35 percent of the price of a one-way pass. The number of passes sold was multiplied by the per pass subsidy to determine the funding for each program.

6. The funding amounts currently approved will be disbursed annually for three years beginning in FY19/20. The amount will increase/decrease annually by sales tax revenue increase/decrease, per Transportation Authority of Marin (TAM).

7. Annually, Marin County Transit District will certify that they continue to meet the threshold criteria in order to receive funding.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This AGREEMENT is entered into by and between MARIN TRANSIT and RECIPIENT to document the funding conditions necessary for the RECIPIENT to comply with applicable law and MARIN TRANSIT policies. This AGREEMENT consists of additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

SECTION 3. TERM OF FUNDING AGREEMENT

This AGREEMENT shall commence on July 1, 2019, and shall terminate on June 30, 2022. The final invoice must be submitted within 30 days of completion of the stated scope of services.

SECTION 4. PROGRAM DEFINITION AND SCOPE

This AGREEMENT, approved through MARIN TRANSIT Board action, in accordance with the requirements of Marin Transit’s Measure AA Expenditure Plan requirement, is made for the following purposes identified in the RECIPIENT's Annual Certification and Claim of Measure AA Funds:

Provide yellow bus services in partnership with local schools and parent organizations

Additional information on individual project scope will be included in the Measure AA Sales Tax Program Annual Certification and Claim of Measure AA Funds to be submitted annually by RECIPIENT.

SECTION 5. ELIGIBILITY REQUIREMENTS

RECIPIENT has been determined to meet the eligibility requirements summarized below.

1. An existing FY 17/18 K-8 yellow school bus program serving public school students at a school located within the urbanized area of Marin;
2. A reduced pass for the yellow bus program that provides at least a 50% pass price discount to income eligible students;
3. A local funding (or other discretionary funds) match of at least 20% of program costs, excluding pass sales revenue; and
4. Must certify annually that their program has met threshold criteria.

SECTION 6. GRANT

MARIN TRANSIT hereby grants to the RECIPIENT the amounts by fiscal year as show in the table below as approved by the Marin Transit Board on January 7, 2019.

Fiscal Year	Amount
FY 2019/20	\$162,956
FY 2020/21	\$165,881*
FY 2021/22	\$168,871*

*Amount estimated based on historical Marin County Sales Tax Growth rate. Actual amount to be determined annually. RECIPIENT will be informed of actual amount by June 1st of each fiscal year.

SECTION 7. BUDGET AND SCOPE

RECIPIENT shall maintain a project budget. RECIPIENT shall carry out the operation of a regular home to school yellow bus program and shall incur obligations against and make disbursements of the grant in conformity with MARIN TRANSIT’S requirements and the budget. The budget should be included in the Annual Certification and Claim of Measure AA Funds and submitted annually to MARIN TRANSIT.

If RECIPIENT makes major changes to the scope of the project that are funded with Measure AA funds then funding may be reduced in subsequent allocation years. Major changes to the scope are defined as reducing service by 20 percent.

An increase in the level of service will not constitute an increase in the grant amount in the current funding cycle.

SECTION 8. PROJECT MANAGEMENT

RECIPIENT shall be responsible for the project and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget.

SECTION 9. PROGRAM OVERSIGHT

RECIPIENT shall cooperate with MARIN TRANSIT'S project management team and shall provide any requested program information.

SECTION 10. ATTRIBUTION AND SIGNAGE

If any portion of grant funds is used for production of reports, acknowledgment of MARIN TRANSIT and the Transportation Authority of Marin's role, as the Measure AA Sales Tax Program overseer, shall be included in the documents. If any portion of grant funds is used for construction, RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying Measure AA Local Transportation Sales Tax Funds and TAM. For non-construction capital purchases funded by any portion of grant funds, RECIPIENT shall affix permanent signage identifying TAM and the Sales Tax Funds as a funding source. RECIPIENT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of Measure AA reimbursement for program expenses.

A reference to Measure AA should be included on the school bus program website to acknowledge its role in funding the program.

SECTION 11. PRESS RELEASES

RECIPIENT shall notify MARIN TRANSIT in advance of any press releases about project and program activities, particularly groundbreakings and ribbon cuttings, in connection to grant funds expended from this AGREEMENT.

SECTION 12. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 13. FINANCES

All costs charged to the home to school yellow bus program shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges.

SECTION 14. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the program shall be maintained by RECIPIENT for a period of three (3) years after the later of program closeout or termination of grant. Such program documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the program.

SECTION 15. REIMBURSEMENTS

Payment shall be made by Marin Transit for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of the AGREEMENT. Payments may be reimbursed quarterly. Payment to RECIPIENT of the grant shall be upon written approval by Marin Transit, upon submittal of an invoice plus appropriate support documentation and identification of expenses incurred.

Reimbursements shall not exceed the annual amounts shown in SECTION 6. GRANT.

Each reimbursement request shall include RECIPIENT'S certification that the amounts sought are only for project elements included in the Annual Certification and Claim of Measure AA Funds, and that RECIPIENT is in compliance with MARIN TRANSIT'S requirements outlined in this AGREEMENT.

SECTION 16. ELIGIBLE EXPENSES

RECIPIENT shall expend funds only on eligible expenses to operate a home to school yellow bus program for the general student population as follows: operating costs including direct staff time (salary and benefits). Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense.

SECTION 17. SUBMITTAL OF ANNUAL CERTIFICATION AND CLAIM OF MEASURE AA FUNDS

RECIPIENT shall provide to MARIN TRANSIT an "Annual Certification and Claim of Measure AA Funds" as shown in Exhibit A. RECIPIENT shall certify that they meet certain criteria as well as provide all requested program data and submit three years of budget information as specified in Exhibit A. The "Annual Certification and Claim of Measure AA Funds" must be submitted by August 31 of each fiscal year and before any reimbursements are processed. If documentation is deemed incomplete, RECIPIENT will work with MARIN TRANSIT staff to complete the information.

SECTION 18. AUDITS

MARIN TRANSIT reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. MARIN TRANSIT will give advance notice of the requirement. RECIPIENT shall permit MARIN TRANSIT, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the program.

SECTION 19. THIRD PARTY CONTRACT AUDITS

MARIN TRANSIT reserves the right to request an audit of other third-party contracts for any reason. If RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the MARIN TRANSIT.

SECTION 20. RIGHT TO WITHHOLD

If the above items are not provided to MARIN TRANSIT by the annual due date and/or such items are found not to be in compliance with this AGREEMENT, Public Utilities Code Section 180000 et seq., the ballot measure or the Strategic Plan, MARIN TRANSIT may withhold FUNDS from RECIPIENT until RECIPIENT has corrected any noted deficiencies to MARIN TRANSIT'S satisfaction. While FUNDS are being so withheld all interest on withheld FUNDS shall be retained by MARIN TRANSIT as an administrative fee.

SECTION 21. TERMINATION FOR CAUSE

RECIPIENT agrees that, upon ten (10) working days written notice, MARIN TRANSIT may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Measure AA Sales Tax Program Allocation Request Form, unauthorized use of grant funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the program shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, RECIPIENT will repay MARIN TRANSIT any unexpended funds already distributed.

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With respect to any breach, which is reasonably capable of being cured, RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure or by a time established in writing by MARIN TRANSIT.

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RECIPIENT agrees to defend, indemnify and hold MARIN TRANSIT and TAM harmless, their officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of RECIPIENT in connection with this AGREEMENT, except those arising by reason of the sole negligence of MARIN TRANSIT or TAM, or their officers, employees and agents.

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SECTION 24. OBLIGATIONS

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by RECIPIENT before the termination date; to the extent those obligations cannot be canceled.

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Telephone No.:	415-226-0872
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SECTION 34. EXHIBITS

- The following Exhibits are hereby made part of this AGREEMENT:
- I. EXHIBIT A: Annual Certification and Claim of Measure AA Funds
 - II. EXHIBIT B: Marin Transit Board Item Approved on January 7, 2019

SECTION 35. ACCEPTANCE OF GRANT

RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept MARIN TRANSIT's grant and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

RECIPIENT:

MARIN TRANSIT:

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

Marin County Transit District
Measure AA – Existing Yellow Bus Program Financial Support

Annual Certification and Claim of Measure AA Funds

Marin Transit will supply a worksheet annually to be completed and submitted by August 31 annually. The worksheet will request specific program data, budget information, and certification that the program continues to meet the threshold criteria.

Exhibit A: Marin Transit Annual Certification and Claim of Measure AA Funds
Claim Application Checklist
FY 2019/20

Submittal Date:
Program:

Enter an "X" in the cells highlighted green to indicate that each required document is being submitted with the claim

Document	Document Description	Submitted
A	Program Data	<input type="checkbox"/>
B	Financials	<input type="checkbox"/>
C	Certification of Maintaining Threshold Requirements	<input type="checkbox"/>

Please complete all fields.

Program Name:
 Submittal Date:

	FY 2017/18**	FY 2018/19 Estimated Actuals	FY 2019/20 Budget	Notes
Pass Distribution Data				
One-way paid passes:				
One-way free/discounted passes:				
Total one-way passes:				
Pass Price Data				
Price of a one-way annual pass (or 1/2 of round-trip pass price):				
Price of discounted pass (\$0.00 is ok if pass is free to student):				
Program Structure				
Number of Buses:				
Number of AM Routes:				
Number of PM Routes:				
Number of Schools Served:				
Average age of fleet:				
Self-perform or contract:				
If Contract, name of contractor				

* If an item is not confirmed, please provide an estimate and a note.

**See Exhibit B for 17/18 data

Please contact Kelly Zalewski, kzalewski@marintransit.org, 415-226-0872 with any questions

Financials (Used for calculating 20% local funding criteria)

		FY 2017/18 Actuals**	FY 2018/19 Estimated Actuals	FY 2019/20 Budget
Revenue				
	Name			
	Bus Pass Sales Revenue			
	Local Contribution 1:			
	Local Contribution 2:			
	Local Contribution 3:			
	Local Contribution 4:			
	Local Contribution 5:			
	Local Contribution 6:			
	Local Contribution 7:			
	Local Contribution 8:			
	Measure AA			
	Other			
<hr/>				
	Total Revenue		0	0
Expenses*				
	Bus Contract (if contracted)			
	Fuel (if self-perform)			
	Maintenance (if self-perform)			
	Labor (Drivers) (if self-perform)			
	Consulting			
	Operations Support			
	Other staff			
	Credit card processing charges			
	Marketing and signage			
	Insurance			
	Legal			
	Bus parking			
	GPS bus tracking			
	Other:			
	Miscellaneous			
<hr/>				
	Total Expenses		0	0
	Percent Local Contribution	#DIV/0!	#DIV/0!	#DIV/0!

*You may adjust or add categories as needed

**See Exhibit B for 17/18 data

**Measure AA - Existing Yellow Bus Program Financial Support
Annual Certification of Maintaing Threshold Requirements**

Please check all boxes below certifying that the program has maintained the required threshold criteria. Signature by an authorized agent of the program is required for submittal to be valid.

Program Name:

_____ I certify that the home to school program listed above meets the required 20% local contribution threshold

_____ I certify that the home to school yellow bus program listed above meets the required threshold of providing at least a 50% reduction in pass price for income qualified students

Signature

Name

Title

Date

EXHIBIT B

Marin Transit Board of Directors Approved Home to School Yellow Bus Funding Allocation for FY2019/20
Item Approved on January 7, 2019



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

January 7, 2019

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

SUBJECT: Yellow Bus Funding Allocation

Dear Board Members:

board of directors

stephanie moulton-peters
president
city of mill valley

damon connolly
vice president
supervisor district 1

dennis rodoni
2nd vice president
supervisor district 4

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

kathrin sears
director
supervisor district 3

katie rice
director
supervisor district 2

RECOMMENDATION: Approve home to school yellow bus funding allocation for FY 2019/20.

SUMMARY:

Measure AA is an extension of the existing Marin County ½ percent sales tax for transportation and was approved in November 2018. Under the new measure, Marin Transit is required to spend five percent of the Measure AA funds on school-related transportation programs and services. The following staff report recommends distributing \$600,000 of Measure AA funds by formula to existing yellow bus programs serving schools in the urbanized area of Marin County.

BACKGROUND:

In 2015, Marin Transit partnered with Transportation Authority of Marin (TAM) and the Marin County Office of Education (MCOE) to complete a Coordinated Countywide Student Transportation Study (CCSTS). This study made a variety of recommendations for modifying and expanding school transportation in Marin County. Marin Transit uses this study as a framework for our school-focused programs and services.

Marin Transit provides ten Supplemental School routes to accommodate overcrowding on regular public transit services due to the demand for school-related transportation. These routes operate school days only and add capacity at specific times of the day to coordinate with school start and release times. These services are open to the public and operate with published timetables. The supplemental routes provide approximately 36 additional peak hour bus trips daily and carry an average of over 1,000 daily passenger trips, about 30 students per bus.

The CCSTS recommends that Supplemental School service be focused on serving high school students who are more independent

and able to navigate public transit service. The Supplemental School transit operation is at capacity and has limited opportunity to expand at this time. This is primarily due to equipment availability and limited bus parking.

In addition to providing Supplemental School service, Marin Transit has offered a school-based Youth Pass Program to Marin County students for the past nine years. In Fiscal Year 2017/18, nearly 4,500 youth pass “stickers” were distributed to 33 participating public and private schools. Students using the Youth Pass can ride any Marin Transit local route without paying additional fare. Students who are income-qualified receive the pass for free. The Youth Pass provides access to Marin Transit services for school, work, home, or recreational activities within Marin County at a low or no cost.

Three years ago, Marin Transit also began to support home to school yellow bus programs. Many school districts in Marin County no longer provide yellow bus services for home to school transportation except when required to do so by the State of California. Recently, cities and towns have partnered with local school districts to revive yellow bus programs for elementary and middle schools as a means of traffic congestion relief. Marin Transit has supported these partnerships with planning services, operational oversight, and customer service support.

At the direction of the Marin Transit Board, an ad hoc committee on school transportation was formed in May 2016 to evaluate and plan Marin Transit’s involvement in school transportation in Marin County. The ad hoc committee met 13 times during the past two years with attendance from various stakeholders of yellow bus programs in Marin County. In addition to guidance on advancing the CCSTS recommendations, the ad hoc committee recently gave Marin Transit staff direction on the use of the recently approved Measure AA funding to support home to school yellow bus programs in Marin County. Based on this guidance, staff recommends that a portion of funding that Marin Transit receives from Measure AA be distributed through a funding allocation formula to support ongoing operations of existing yellow bus programs. This letter outlines the proposed eligibility criteria and allocation methodology for these funds.

ELIGIBLE PROGRAMS:

Home to school yellow bus programs are an effective means of reducing congestion during peak times. First, staff recommends that programs eligible for a funding allocation should be public schools located within the urbanized area of Marin¹ to support programs that reduce traffic in the most congested corridors.

Second, staff recommends that these funds be provided to those programs that were operational in FY 2017/18 in order to provide long term, reliable financial operating support since a dedicated funding source is not available from the State of California. Staff are pursuing other funding sources that could support expanding existing programs or providing start-up funds for new programs serving other high needs schools identified in the CCSTS. Included as Attachment A is an Allocation Request Form for \$1.1 million recently submitted to TAM for this purpose.

¹ 1. Census Reporter – San Francisco/Oakland, CA Urbanized Area.
<https://censusreporter.org/profiles/40000US78904-san-franciscooakland-ca-urbanized-area/>

Third, staff recommends that all eligible programs offer a reduced pass for the yellow bus program that provides at least a 50 percent pass price discount to income-eligible students. This requirement is intended to recognize that home to school transportation is both a tool for congestion relief and an opportunity to provide safe and efficient access to school for all students.

As mentioned above, the yellow school bus programs operating in Marin County today do not have a dedicated funding source that covers the full cost to operate the program. Many programs are funded by fare revenue and by contributions from cities/towns, the County, and the school districts. Marin Transit is not able to fully fund all of the programs with Measure AA funds. As such, Marin Transit requires a maintenance of effort on the part of current program funding participants. In order for a program to be eligible, it must have a local funding (or other discretionary funds) contribution match of at least 20 percent of program costs. This amount does not include pass sales/fare revenue.

All programs receiving funding must certify annually that they meet the above detailed requirements. The summary of eligibility requirements is shown in Attachment B.

The following is a list of the programs that are eligible based on the above threshold criteria:

- Mill Valley School District
- Tiburon Peninsula Traffic Relief Joint Powers Authority (JPA) (serving schools in Reed Union School District and the Cove School in Larkspur Corte Madera School District)
- Ross Valley area schools (program administered by Marin Transit)
- San Rafael City School District (Elementary and Middle schools only)
- Dixie School District

AVAILABLE FUNDS:

Measure AA is an extension of the existing Marin County ½ percent sales tax for transportation, approved in November 2018. Under the new measure, Marin Transit is required to spend five percent of the Measure AA funds on school-related transportation programs and services. Marin Transit currently spends \$1 million for school transportation on its existing programs: Supplemental School service, the Youth Pass Program, and support for the yellow bus program in the Ross Valley area. In year one, the Measure AA five percent requirement equates to \$1,325,000. Thus, the net additional money Marin Transit is required to spend on school programs annually is \$325,000. See Table 1 and Table 2 below for details on current expenditures and the net additional new Measure AA requirement.

Table 1: Current Measure A Local Transit Uses

Current Measure A Local Transit Uses	Estimated Annual Amount
Youth Pass Program subsidy to income qualified riders	\$640,000
Supplemental transit routes to schools*	\$185,000
Ross Valley yellow school bus program	\$175,000
Total, Current Measure A uses for School Transportation	\$1,000,000
* In addition to Measure A, other transit funds are used for supplemental routes	

Table 2: Measure AA Requirement and net additional money dedicated to school programs

Measure AA Requirement	Annual Amount
5% Measure AA Required for School Transportation	\$1,325,000
Less Current Measure A Uses for School Transportation (see Table 1 for detail)	(\$1,000,000)
Net New Measure AA Required for School Transportation	\$325,000

California voters also defeated Proposition 6 in the November elections that would have repealed Senate Bill 1 (SB1) - the statewide fuel tax increase initiated in 2017. Marin Transit is a recipient of SB 1 funding.

As a result of these two positive outcomes from the November 2018 election, Marin Transit has a long term, stable financial outlook. Staff re-evaluated Marin Transit's ability to fund school-related programs and recommends that an additional \$100,000 be used to fund school-related programs. With this additional \$100,000, Marin Transit will allocate an estimated \$1,425,000 to school transportation annually. This amount is more than the five percent Measure AA expenditure requirement. See Table 3 below for an update to the Measure AA Requirement and net additional money dedicated to school programs.

Table 3: Updated Measure AA school transportation expenditure and net additional money dedicated to school programs plus additional Measure AA

Updated Measure AA School Transportation Expenditure	Annual Amount
5% Measure AA Required for School Transportation	\$1,325,000
Additional Measure AA	\$100,000
Less Current Measure A Uses for School Transportation (see Table 1 for detail)	(\$1,000,000)
Adjusted Net Measure AA Available for School Transportation	\$425,000

Staff recommends combining the current \$175,000 expenditure for the Ross Valley school bus program with the adjusted net Measure AA available for school transportation of \$425,000. This will provide a total of \$600,000 to be distributed among the eligible home to school yellow bus programs. This amount will be adjusted annually based on the projected Marin County sales tax growth rate. See Table 4 below for a summary of recommended funding pools for eligible yellow bus programs.

Table 4: Funds available for eligible yellow bus programs

Ongoing Funding Available	(Annually)
Existing Measure A for YSB (Ross Valley)	\$175,000
Net new Measure AA required	\$325,000
Additional Measure AA	\$100,000
TOTAL	\$600,000

ALLOCATION METHODS:

Staff identified and discussed several ways to allocate available funds based on District-identified goals for the yellow bus programs. Ultimately, staff determined that a simple and transparent process be used that relies on readily available data and recognizes that all programs help relieve congestion.

Staff recommends that the \$600,000 in Measure AA funds be distributed based on a formula that takes a percentage subsidy of a program's one-way pass price and multiplies it by the number of one-way passes it distributed in FY 2017/18. In the first round of the allocation, staff recommends that the subsidy be 35 percent of the one-way pass price based on current program pass prices and funding availability. The percentage will be reassessed and may change in future funding cycles.

As a factor in the formula, one-way pass distribution was chosen because it is a proxy for usage and congestion relief, the data is readily available, and it is easy to collect. By subsidizing a percent of a program's one-way pass price, the formula recognizes the many differences

between the programs including operating costs, available funding, and the varying levels of distribution of free/reduced passes.

To provide a reliable and consistent source of funding, the formula factors will be based on FY 2017/18 data. This amount will be the base amount and remain set for three years beginning in FY 2019/20. The base amount calculated in FY 2019/20 will be adjusted annually for Marin County sales tax growth. The base amount may also be adjusted if a program's service level is reduced by more than 20 percent. Funding for that program may be reduced in the second and third allocation years. Any withheld funds due to service reduction will be available in year four for existing programs or earlier for expansion programs.

RECOMMENDED FUND DISTRIBUTION:

Attachment C shows the staff recommended distribution of funds for FY 2018/19 and for two additional years with adjustment for Marin County sales tax growth. Prior to the initial distribution and annually thereafter, applicants will be required to certify that they meet the eligibility criteria annually and supply requested pass price and pass distribution data.

COMMENTS ON FUNDING ALLOCATION:

The Marin Transit ad hoc committee had several discussions on the threshold criteria and formula for distributing funds. The ad hoc committee considered comments from stakeholders who attended their meetings. Dixie School District did not have a representative in attendance and provided comments after the most recent ad hoc committee meeting on December 14, 2018. These comments are included as Attachment D. The ad hoc committee acknowledged that there are many ways to allocate these funds and that the amount of funding available was far less than the amount needed. The ad hoc committee reached a consensus on the proposed criteria and formula allocation staff presented and is recommending to your Board.

FISCAL/STAFFING IMPACT:

Marin Transit will become a funding distributor to offset the operating costs of school transportation programs. This is a new role for the District. Marin Transit will act as a pass through for Measure AA funding to be distributed to eligible yellow bus programs in Marin County. Marin Transit will request Measure AA school transportation funds from TAM annually as a part of the allocation request process. Staff will develop funding agreements with each eligible program and the Marin Transit Board will consider approval of the funding agreements annually at the time of budget development. The combined annual fiscal impact is \$600,000, and will be incorporated in the FY 2019/20 budget process. There is no staffing impact. Respectfully submitted,



Nancy Whelan
General Manager

Attachments:

Attachment A. Recently Submitted Allocation Request Form from Marin Transit to TAM

Attachment B. Summary of Eligibility Requirements

Attachment C. Recommended Measure AA Allocation for Eligible Yellow School Bus Programs

Attachment D. Comments from Dixie School District Superintendent on the Recommended Measure AA Allocation for Eligible Yellow School Bus Programs

Attachment E. Staff Recommendation for Measure AA Funding Distribution to Eligible Yellow School Bus Programs (Presentation Slides)

Attachment A. Recently Submitted Allocation Request Form from Marin Transit to TAM

Transportation Authority of Marin Measure A - Interest

Allocation Request Form

Fiscal Year of Allocation: 2018/19

Project Name: Yellow School Bus Capital and Operations Funding

Implementing Agency: Marin Transit

Scope of Work: Marin Transit will use Measure A interest funds to sustain and improve home to school yellow bus transportation in Marin County. Many school districts in Marin County no longer provide yellow bus services for home to school transportation except when required to do so by the State of California. Recently, cities and towns have partnered with local school districts to revive yellow bus programs as a means of traffic congestion relief. These new yellow bus programs have proven to have significant impacts on congestion in key corridors like Tiburon Blvd on the Tiburon peninsula and Sir Francis Drake Boulevard from Fairfax through San Anselmo.

To continue and sustain the existing programs, a permanent parking location is needed in Marin County to ensure reliable service and help stabilize operations costs.

Expanding school services, as identified in the Countywide Coordinated School Transportation Study (December 2015), was recognized as a high priority in Marin Transit's 2018-2025 Short Range Transit Plan. Under the reauthorized sales tax Measure AA, Marin Transit will continue and expand the allocation of local sales tax funds to existing yellow bus programs. If additional, one-time Measure A interest funds are available, they will be used as seed money for new and expansion yellow bus service.

Program Components:

Priority 1 - Provide funding towards the purchase or long-term lease of a parking facility for yellow buses in Marin County

Estimated Measure A Expenditure: up to \$1.1 million

The top priority for this funding is the one-time capital expenditure on purchasing or leasing land for vehicle parking. A permanent parking location is needed for multiple existing yellow school bus programs and the lack of parking is limiting the ability to add yellow bus service to additional schools and for new routes in Marin County. Currently, Marin Transit leases parking for 14 buses from the County but this location will no longer be available after June 2019. Marin Transit has identified \$3.00 million in property tax revenues for this project, but it is expected that the purchase of a parking for up to 22 buses will cost more than this.

Priority 2- Provide local matching funds for new yellow school buses in Marin County

Estimated Measure A Expenditure: \$90,000 per bus

Once a permanent parking location is secured, any remaining funds from this allocation can be used for purchasing new yellow buses. If the range and charging requirements meet operational

needs, agencies will consider electric yellow buses and apply for associated grant funding that may be available.

Priority 3 – Operation Funds for new and expansion yellow bus service

Estimated Measure A Expenditure: Any remaining funds

Once a permanent parking location is secured and any needs for matching funds to purchase yellow school buses are met, the balance of funds would be used for the operation of new and expanded yellow bus service. The new services to be considered for funding would come from the 2015 Coordinated Countywide School Transportation Study and the phased implementation plan for the study recommendations. New programs would be required to meet threshold criteria and other requirements established by Marin Transit to qualify for Measure A subsidy.

Expenditures are estimated by program components, but actual expense may shift based on the implementation schedule of each program. Total expenditures will not exceed the allocation amount.

Strategic Plan Update Programmed for FY 18/19: \$1,100,000

Requested Amounts: \$1,100,000

Cash flow Availability: 100% of Measure A funds available for reimbursement in FY 2018/19 but may be spent in future years depending on timing of the purchase of right of way.

Other Funds: \$0

Project Delivery Schedule: April 1, 2019 – June 30, 2025

Environmental Clearance: Not Applicable

Attachment B. Summary of Eligibility Requirements

1. An existing FY 17/18 K-8 yellow school bus program serving public school students at a school located within the urbanized area of Marin²;
2. A reduced pass for the yellow bus program that provides at least a 50% pass price discount to income eligible students;
3. A local funding (or other discretionary funds) match of at least 20% of program costs, excluding pass sales revenue; and
4. Must certify annually that their program has met threshold criteria.

² 1. Census Reporter – San Francisco/Oakland, CA Urbanized Area.
<https://censusreporter.org/profiles/40000US78904-san-franciscooakland-ca-urbanized-area/>

Attachment C. Recommended Measure AA Allocation for Eligible Yellow School Bus Programs

FY 2017/18 Base Year Data		Mill Valley	Reed Union & Cove	Ross Valley	San Rafael	Dixie	Total	Calculation
One Way Pass Price	(a)	\$337.50	\$295.00	\$375.00	\$237.50	\$199.50		annual price, 50% of round trip
Subsidy per pass	(b)	\$118.13	\$103.25	\$131.25	\$83.13	\$69.83		35% of one-way pass price [0.35 x (a)]
One Way Passes Distributed	(c)	214	1,316	1,013	2,792	605	5,940	School year 2017-2018 source data
<i>Funding¹ for FY 2019/20 allocation</i>		\$25,279	\$135,877	\$132,956	\$232,085	\$42,244	\$568,441	35% of pass price for every pass distributed [(b) x (c)]

Notes:

1. FY 2019/20 funding available is \$600,000. Amount to increase/decrease annually by sales tax revenue increase/decrease, per TAM.

Attachment D. Comments from Dixie School District Superintendent on the Recommended Measure AA Allocation for Eligible Yellow School Bus Programs

From: Jason Yamashiro <jyamashiro@dixieschooldistrict.org>
Sent: Wednesday, December 19, 2018 1:40 PM
To: rbetts@marintransit.org
Cc: Tanya Michel <tmichel@dixieschooldistrict.org>
Subject: Feedback on formula for school cost offset for school transportation

Dear Mr. Betts,

I was thrilled to hear the news that the Marin Transit Ad Hoc Committee was proposing that dollars be provided to school districts to support the bus programs that currently exist in our district! It has been, and will continue to be, a challenge to fund the much-needed school bus transportation for our students and families.

As someone who works with formulas regularly, I understand the challenges, as well as the reality that there may be no perfect formula. While it sounds like the timeline is limited in terms of providing feedback, there is something I would like the committee to consider. It looks like the formula is calculated based on what each district is charging families in their respective districts. Since some districts may already be subsidizing families by charging a lower amount and losing money (like Dixie School District), the formula you have proposed essentially punishes the district for charging families less. I would like to suggest that it may be fairer to set a standard reimbursement amount that is calculated by using the average across districts and using that as the multiplier with ridership. Since our ridership is lower, we will still get a lower amount and that is understood, but the larger per rider cost offset for district's that are charging more does not seem like the most equitably way to distribute the dollars.

I am happy to discuss this further with the committee and/or with other superintendents. Can you share this email with other Marin Transit Ad Hoc Committee on School Transportation members?

Thank you for your consideration,

Jason Yamashiro
 Superintendent, Dixie School District

--

Dr. Jason Yamashiro
 Superintendent, Dixie School District
 (415) 492-3701

Attachment E. Staff Recommendation for Measure AA Funding Distribution to Eligible Yellow School Bus Programs (Presentation Slides)



Staff Recommendation for Measure AA Funding Distribution to Eligible Yellow School Bus Programs

Marin Transit Board of Directors

January 7, 2019

- Provide Youth Passes
- Provide Supplemental School transit service
- Provide Ross Valley yellow bus service
- Manage other yellow bus programs
- Co-sponsored Coordinated Countywide Student Transportation Study
- Established an ad hoc committee of Marin Transit Board



Recommendation for approving distribution of \$600,000 of Measure AA funds to existing yellow bus programs. Elements of the recommendation address:

- Eligible Programs
- Available Funding
- Recommended Allocation Distribution



School Transportation Programs must have...

1. An existing FY 17/18 K-8 yellow school bus program serving public school students at a school in the urbanized area of Marin;
2. A reduced pass for the yellow bus program that provides at least a 50% pass price discount to income eligible students;
3. A local funding (or other discretionary funds) match of at least 20% of program costs, excluding pass sales revenue; and
4. Must certify annually that their program has met threshold criteria.

Eligible Programs



- Mill Valley School District
- Tiburon Traffic Congestion Relief JPA (Reed USD and the Cove School in Larkspur Corte Madera SD)
- Ross Valley area schools (provided by Marin Transit)
- San Rafael City Schools (Elementary and Middle schools only)
- Dixie School District

Marin Transit Measure A/AA For School Transportation



Current Measure A Local Transit Uses	Estimated Annual Amount
Youth Pass Program subsidy to income-qualified riders	\$640,000
Supplemental transit routes to schools*	\$185,000
Ross Valley yellow school bus program	\$175,000
Total, Current Measure A uses for School Transportation	\$1,000,000

* In addition to Measure A, other transit funds are used for supplemental routes

Measure AA Requirement	Annual Amount
5% Measure AA Required for School Transportation	\$1,325,000
Less Current Measure A Uses for School Transportation (see detail above)	(\$1,000,000)
Net New Measure AA Required for School Transportation	\$325,000

Staff updated the estimated funding available after voters approved Measure AA and defeated Prop 6 in November 2018

Ongoing Funding Available	(annually)
Existing Measure A for YSB	\$175,000
Net new Measure AA required	\$325,000
Additional Measure AA ¹	\$100,000
TOTAL²	\$600,000

Notes:

1. Marin Transit's financial analysis indicates that additional Measure AA can be made available without negatively impacting other transit services
2. Amount will be escalated annually to reflect Marin County sales tax growth rate

If approved, Marin Transit will use **\$1,425,000**, in Measure AA for School Transportation each year. This is more than the required 5%.

- Youth Pass Program subsidy to income-qualified riders: \$640,000
- Supplemental transit routes to schools: \$185,000*
- **Yellow school bus programs: \$600,000**

* Notes:

1. FY 2017/18 Supplemental school program cost was approximately \$588,000;
2. Measure A allocation of \$185,000 was about 30% of that cost ; and
3. Other transit funds are used to support Supplemental school routes.

1. Allocation share to each program is set for 3 years starting in FY2019/20

Purpose: Reliability, consistency, stability

2. If a program/service is reduced by more than 20%, its funding may be reduced in 2nd and 3rd allocation year

Purpose: Subsidy should correlate to service levels

3. Any withheld funds due to service reductions will be available in Year 4 for existing programs or earlier for expansion programs

Purpose: Funds should be put to best use as soon as possible

4. Formula factor shall be one-way pass distribution

Purpose: Proxy for usage and mobility, data is readily available, easy to collect

5. Allocations subsidize a % of a program's one-way pass price multiplied by the number of one-way passes distributed

Purpose: To recognize differences in costs/funding among programs and distribution of free/reduced passes

Method

- Calculate per one-way pass subsidy for each program (35% of one-way pass price in initial funding cycle)
- Multiply subsidy for each program by the number of passes distributed

Rationale for 35% Subsidy

- Based on current program pass prices and funding availability. The percentage will be reassessed and may change in future funding cycles

Formula Allocation Results



FY 2017/18 Base Year Data		Mill Valley	Reed Union & Cove	Ross Valley	San Rafael	Dixie	Total	Calculation
One Way Pass Price	(a)	\$337.50	\$295.00	\$375.00	\$237.50	\$199.50		annual price, 50% of round trip
Subsidy per pass	(b)	\$118.13	\$103.25	\$131.25	\$83.13	\$69.83		35% of one-way pass price [0.35 x (a)]
One Way Passes Distributed	(c)	214	1,316	1,013	2,792	605	5,940	School year 2017-2018 source data
Funding¹ for FY 2019/20 allocation		\$25,279	\$135,877	\$132,956	\$232,085	\$42,244	\$568,441	35% of pass price for every pass distributed [(b) x (c)]
<i>Funding previously provided by Measure A</i>		\$0	\$0	\$175,000	\$0	\$0	\$175,000	

Notes:

1. FY 2019/20 funding available is \$600,000. Amount to increase/decrease annually by sales tax revenue increase/decrease, per Transportation Authority of Marin.

Summary of Recommended Funding Cycles



Fiscal Year	Program Year	Allocation Cycle	Other Milestones
2017/18			Data year for FY 20 to FY 22 allocations
2018/19		Current year	
2019/20	1	Round 1 allocations	
2020/21	2		Data year for FY 23 to FY 25 allocations
2021/22	3		
2022/23	4	Round 2 allocations	Provide input on Expenditure Plan Re-evaluation
2023/24	5		
2024/25	6		Potential modification to Measure AA Expenditure Plan

- Marin Transit approves funding agreements with eligible programs
- Annual program budgets and pass prices established
- Marin Transit requests Measure AA allocation from TAM
- Funds distributed to programs



Questions?

Nancy Whelan

General Manager

nwhelan@marintransit.org

