



## **MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS**

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

### **AGENDA**

Monday, October 7, 2019

#### **Updated Time\***

#### **1:00 p.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 July
4. Consent Calendar
  - a. Minutes for September 9, 2019
  - b. Consideration of Compensation Increase for General Manager
  - c. Agreement with GMV Syncromatics for Real-Time Information Signs and Content Management System  
**Recommended Action: Approve.**
5. Report on the Countywide Promotional Campaign during the 2019 Marin County Fair  
**Recommended Action: Information only.**
6. Recommended Next Steps for Marin Transit Connect  
**Recommended Action: 1. Approve a second amendment to extend agreement #171837 with Nomad Transit, LLC (Via) until June 30, 2020; and 2. Direct staff to release a Request for Proposals for technology to support a modified on-demand micro transit program; and 3. Approve budget amendment 20-02.**

(continued)

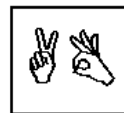
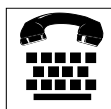
7. FY 2020-2029 Short Range Transit Plan Service Plan and Financial Outlook

**Recommended Action: Discussion item.**

8. Analysis of 2018/19 School Transit Services and Marin Transit's Youth Pass Program

**Recommended Action: Accept report.**

### **Adjourn**



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**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.**

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**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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October 7, 2019

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

**SUBJECT: General Manager Report – Monthly Report: July 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 monthly period ending July 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 July 2019 increased by 4.1 percent compared to July 2018. Ridership on fixed-route services increased by 3.9 percent compared to the same month last year. Ridership on Marin Access services increased by 8 percent. There is no yellow bus service to report on for July 2019.

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.

Respectfully submitted,

katie rice  
director  
supervisor district 2

Nancy Whelan  
General Manager

kathrin sears  
director  
supervisor district 3

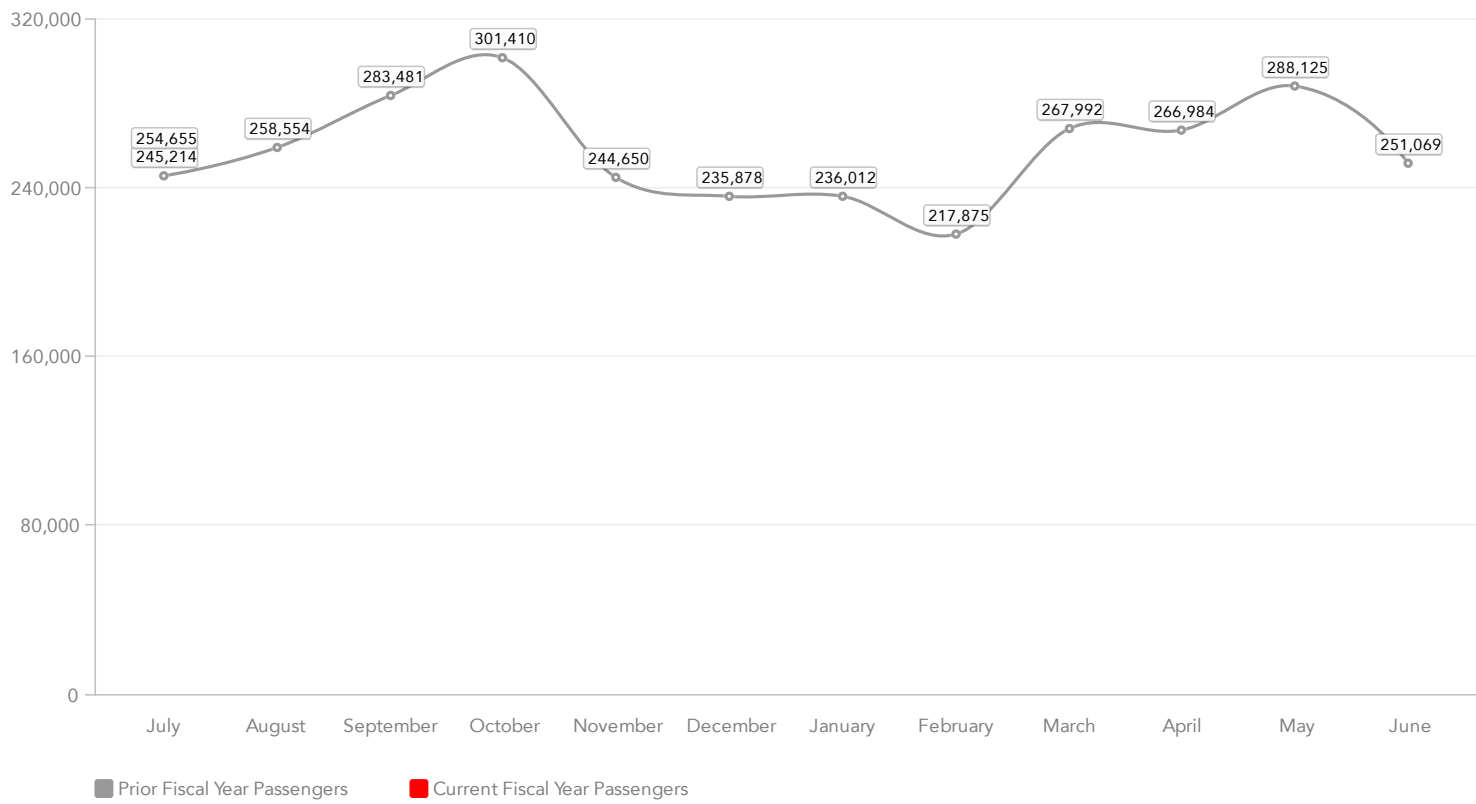
Attachments

eric lucan  
alternate  
city of novato

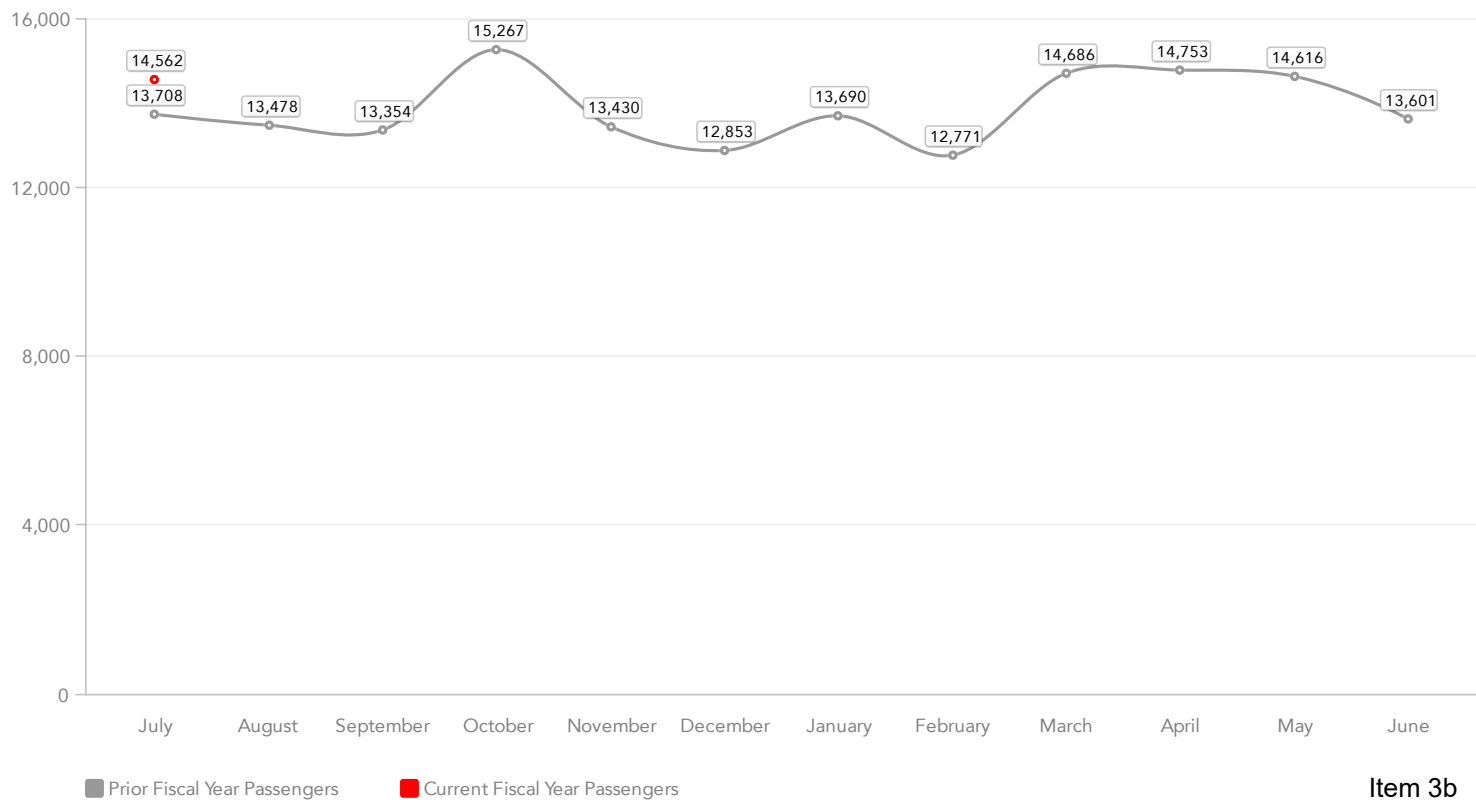
FISCAL YEAR  
2020

Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

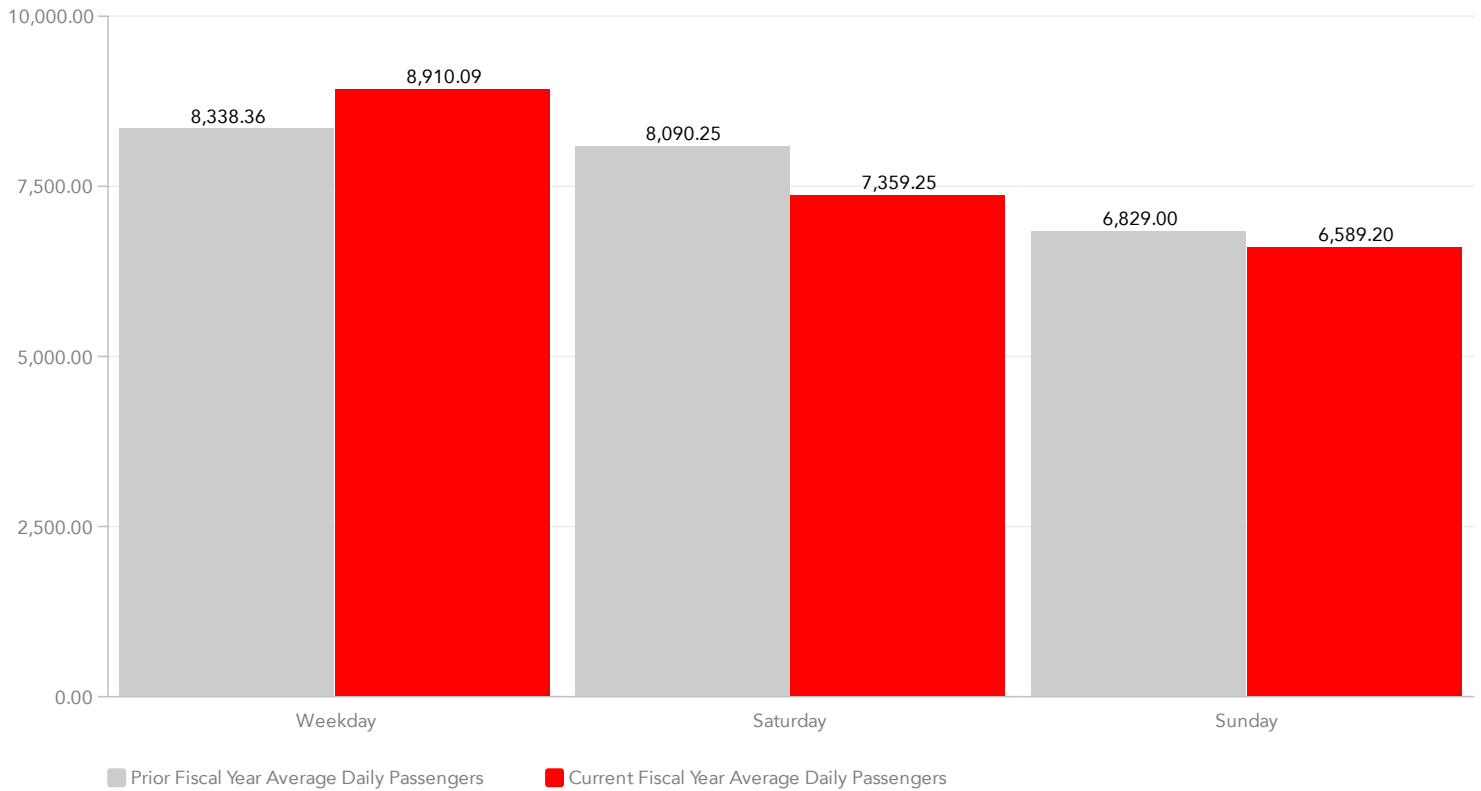


## Monthly Statistics

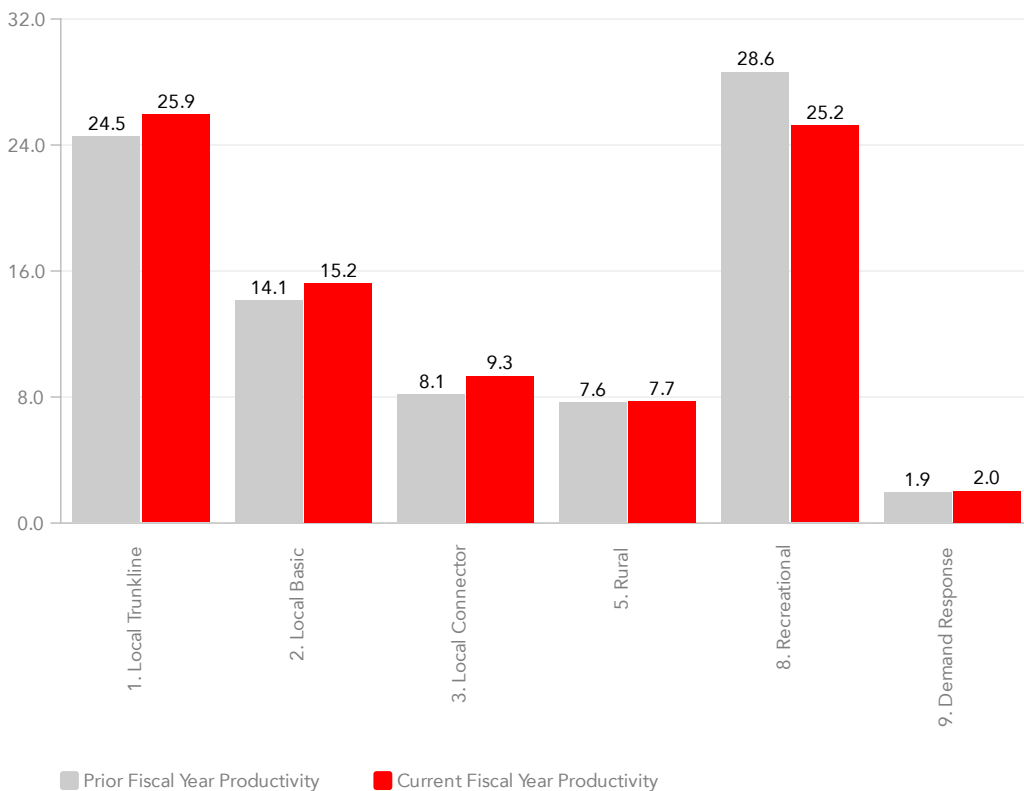
MONTH

July

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: July 2019

Category	Program							Total
	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide	
<b>Commendation</b>	3	0	0	0	4	5	0	12
<b>Service Delivery Complaint</b>	10	8	1	0	0	0	0	19
Accessibility	0	0	0	0	0	0	0	0
Driver Conduct Complaint	0	0	0	0	0	0	0	0
Driving Complaint	0	0	0	0	0	0	0	0
Early Trip	3	0	0	0	0	0	0	3
Equipment Issue	0	0	0	0	0	0	0	0
Farebox	0	0	0	0	0	0	0	0
Late Trip	0	0	0	0	0	0	0	0
Missed Connection	0	0	0	0	0	0	0	0
Missed Trip	0	0	0	0	0	0	0	0
No-Show	0	0	0	0	0	0	0	0
Off-Route	0	0	0	0	0	0	0	0
Pass-Up Complaint	7	8	1	0	0	0	0	16
<b>Service Structure Complaint</b>	0	0	0	0	4	0	0	4
Bus Stop Improvement Request	0	0	0	0	0	0	0	0
Fares	0	0	0	0	0	0	0	0
Other Complaint	0	0	0	0	0	0	0	0
Scheduling Complaint	0	0	0	0	4	0	0	4
Service Improvement Suggestion	0	0	0	0	0	0	0	0
<b>Safety Complaint</b>	0	0	0	0	0	0	0	0

<b>Total Service Hours</b>	9,342	3,631	2,515	0	6,140	-	23,029	23,029
Commendations per 1,000 Hours	0.3	0.0	0.0	-	0.7	-	0.0	0.5
Complaints per 1,000 Hours	1.1	2.2	0.4	-	0.7	-	0.0	1.0

<b>Total Passengers</b>	182,411	33,878	38,366	0	12,193	2,369	269,217	269,217
Commendations per 1,000 Passenger	0.0	0.0	0.0	-	0.3	2.1	0.0	0.0
Complaints per 1,000 Passengers	0.1	0.2	0.0	-	0.3	0.0	0.0	0.1

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

**Held Monday, September 9, 2019 at 09:30 A.M.**

### **Roll Call**

**Present:** President Connolly, Vice President Rodoni, Director Lucan, Director Moulton-Peters, Director Rice, Director Sears

**Absent:** Second Vice President Colin, Director Arnold

**President Connolly opened the meeting at 09:39 A.M.**

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

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](#)

[Staff Report](#)

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

General Manager Nancy Whelan introduced Monique Winters and Yolanda Brandon, the newest additions to the Marin Transit's finance staff.

Ms. Whelan reported that Marin Transit added Route 149 in Novato that serves students living in the Hamilton area. This is the first supplemental school route timed with the Novato High School bell times and will operate only when school is in session. Staff expects the addition of this direct route to relieve overcrowding on other school supplemental routes in Novato.

Ms. Whelan reported that SMART's Larkspur extension work is underway in downtown San Rafael and service to Larkspur could start before the end of this calendar year. When the extension is complete, Marin will have two new stations in Larkspur Landing and downtown Novato. Staff have been providing input to SMART on new proposed schedules and are considering how to improve bus service based on new arrivals and departure times. Staff is also working with the City of San Rafael and Golden Gate Transit staff to identify possible changes to alleviate some of the delay on routes that serve these areas.

There will be a joint meeting of Marin Transit and Transportation Authority of Marin Boards on Thursday, September 26 at 6 PM to hear a presentation by the FASTER Bay Area team plan for regional transportation. The FASTER team is seeking to submit a regional tax measure for the November 2020 ballot. The meeting will provide an opportunity to ask questions and will be held at the Board of Supervisors Chambers in Civic Center immediately prior to the regular TAM Board meeting.

Ms. Whelan reported that overall ridership in May 2019 decreased by 0.7 percent compared to May 2018. Ridership on fixed-route services decreased by 0.6 percent compared to the same month last year. Ridership on Marin Access services increased by 4.3 percent. Ridership on yellow bus services decreased by 6.2 percent.

Director Kate Sears asked about increased congestion in San Rafael and whether there is an opportunity to fortify transit options to relieve congestion. Ms. Whelan responded that additional SMART service will provide some relief along with additional bus service to the Canal area. Staff are also working with the City of San Rafael to improve traffic signal timing.

Director Stephanie Moulton-Peters asked whether the planning for the final design of the new San Rafael Transit Center will include traffic considerations. Ms. Whelan answered that the proposed relocation of the transit center will include a detailed traffic analysis.

President Damon Connolly asked about the status of the Bike Rideshare Program. Director Moulton-Peters answered that the TAM Board will unveil more details within a month.

{Director Arnold Present at 9:46 A.M.}

4. [Consent Calendar](#)

a. [Minutes for July 1, 2019](#)

b. [Marin Transit Quarterly Performance Report for the Fourth Quarter of FY 2018/19](#)

**Recommended Action: Approve.**

M/s: Director Sears – Director Arnold

Ayes: President Connolly, Vice President Rodoni, Director Lucan, Director Moulton-Peters, Director Rice, Director Sears

Noes: None

Absent: Second Vice President Colin



5. [Fare Policy, Program Eligibility, and Low-Income Fare Assistance Proposal](#)  
[Staff Report](#)

General Manager Nancy Whelan reported staff provided an overview of Marin Transit's current fares and fare policy with survey results at the July Board meeting. Today's presentation will discuss staff's proposal to move forward with fare changes.

Director of Operations & Planning Robert Betts commented that staff is presenting a proposal as part of the District's 2020 Short Range Transit Plan (SRTP). Staff initially developed the proposal for the 2016 SRTP and updated it in the 2018 SRTP. Staff seeks Board input on refinements in advance of a public outreach and public hearing process.

Planning Manager Aida Banihashemi presented an overview of Marin Transit's current systemwide fare structure. Staff also revisited previous recommendations and evaluated policies and eligibility criteria for the Low-Income Fare Assistance (LIFA) for seniors and those with disabilities. This process included a comprehensive review of fare pricing, policies, and program eligibility standards. Ms. Banihashemi summarized the proposed changes in the 2020-2029 SRTP.

Director Moulton-Peters asked about the impact on revenue if the adult monthly pass is reduced from \$80 to \$40. Mr. Betts responded that staff expect that operational efficiency will improve and there may be a small decrease in revenue.

Director Rice asked for clarification on the California Elder Economic Security Index. Ms. Banihashemi explained that the Index is a county-specific measure that details the minimum income necessary for an older adult (65+) to cover all basic expenses – housing, food, health care, and transportation. Ms. Rice asked what staff are doing to address capacity issues on the Novato Dial-A-Ride. Ms. Banihashemi responded that commuters use the service during peak hours, and this reduces access for seniors and those with disabilities. Staff expect that an increase in Dial-A-Ride fare pricing will be an incentive for the general public to use fixed route services over Dial-A-Ride, where possible, and free up additional capacity for seniors and ADA passengers during peak periods.

Director Sears asked for clarification on the e-wallet service for the low-income fare assistance program. Mr. Betts clarified that e-wallet is a service to load credit into the rider's account without requiring riders to have a credit card on file.

Director Lucan asked about the proposed Dial-A-Ride fares, and discount for those eligible for the low-income fare assistance program. Ms. Banihashemi

responded that seniors (65+) and ADA eligible riders will continue to receive 50% discount on their Dial-A-Ride fares. She also stated that all LIFA eligible riders will receive free unlimited access to fixed route, and a \$20 monthly credit toward use on all Marin Access programs- Paratransit, Catch-A-Ride, Dial-A-Ride, Connect. In phase 2 of the plan, the credit will increase to \$25.

President Connolly expressed appreciation for the report and asked why staff proposes to wait six months before the proposed changes will take effect. Mr. Betts answered that the six months will serve as an opportunity to conduct outreach to let riders know about the changes, obtain feedback, and provide a smooth transition.

Director Arnold remarked that she supports the proposal to simplify and consolidate fares. President Connolly remarked that reducing the adult monthly pass amount in half is a bold move in the right direction and part of the larger discussion regarding fare integration and efforts to increase transit ridership.

**Recommended Action: Information only**

**Adjourn** President Connolly adjourned the meeting at 10:23 A.M. and the Board went into closed session.

**Report from Closed Session**

President Connolly reported that no action was taken.

SINE DIE

ATTEST:

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PRESIDENT

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CLERK



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October 7, 2019

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

**SUBJECT: Consideration of Compensation Increase for General Manager**

**board of directors**

Dear Board Members:

damon connolly  
president  
supervisor district 1

**RECOMMENDATION:** Approve a compensation increase of 5% for FY 2019/20 for the General Manager.

dennis rodoni  
vice president  
supervisor district 4

**SUMMARY:**

Nancy Whelan has served as the General Manager of Marin Transit since June 16, 2014. As a follow-up to her performance evaluation by the Marin Transit Board on September 9, 2019, I am recommending that the Board of Directors consider increasing her annual salary. Specifically, I am recommending a 5% increase to account for her performance over the past year. This raise would be effective as of July 1, 2019.

kate colin  
2nd vice president  
city of san rafael

**FISCAL/STAFFING IMPACT:** There are sufficient funds available in the Salaries and Benefits account in the approved FY 2019/20 Marin Transit budget to accommodate this compensation increase.

judy arnold  
director  
supervisor district 5

Respectfully submitted,

stephanie moulton-peters  
director  
city of mill valley

Damon Connolly  
President of the Board of Directors

katie rice  
director  
supervisor district 2

kathrin sears  
director  
supervisor district 3

eric lucan  
alternate  
city of novato



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October 7, 2019

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

**SUBJECT: Agreement with GMV Syncromatics for Real-Time Information Signs and Content Management System**

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 General Manager to execute an agreement with Syncromatics, Inc to purchase and install Real Time Information Bus Stop Signs and for associated content management system over a five-year period and approve initial sign purchase for an amount not to exceed \$210,000.

**SUMMARY:** Staff recommends that your Board authorize the General Manager to enter into an agreement with GMV Syncromatics (Syncromatics) to provide and install real time information signs at bus stops throughout Marin County and authorize the initial purchase of 20-25 signs to be placed in Novato and San Rafael.

On May 7, 2019, Marin Transit issued a joint Request for Proposals (RFP) on behalf of Marin Transit, Petaluma Transit, and Santa Rosa CityBus for real time information signs and a content management system. Project proposals were due July 1, 2019.

At a minimum, the joint RFP requested real time information signs that can read and display real time transit data for customers from the regional 511 data feed. This ensures the signs have the capacity to display real-time information from multiple operators that serve the same transit stop. In Marin County, real-time signs placed at bus stops served by Golden Gate Transit and Marin Transit will be able to display real-time information from both agencies. The RFP requested pricing for a variety of sign types including LCD, LED, and e-ink displays, with options for both solar and grid power connections.

Staff from Marin Transit, Petaluma Transit, and Santa Rosa CityBus reviewed proposals from two qualified bidders and issued a request for additional information due on August 2, 2019. Staff from the three agencies subsequently evaluated the bids based on the criteria specified in the RFP including cost. The qualified bidders were Syncromatics and Connectpoint. The evaluation panel determined that the proposal from Syncromatics best meets the

needs specified in the RFP and provides a variety of sign type options. While the three purchasing agencies issued a joint RFP, they will develop separate contracts with Syncromatics.

If approved by your Board, Marin Transit will initially purchase 20-25 real-time signs and will have the ability to purchase additional signs at fixed prices as described in the attached contract. The maximum number of real time information signs that can be purchased by the three agencies combined is 195. The term of the contract is five years. Future Marin Transit purchases under this contract will be brought before your Board for approval.

An initial list of locations for Real Time Signs is included as Attachment A. The stops are in the Canal neighborhood and in Novato at stops with existing shelters. This list was developed by prioritizing medium to high ridership stops at stops where Lifeline Funds are eligible. Staff's desire is to mount the signs on the shelters in an effort to ease installation and reduce the need for additional street infrastructure.

**FISCAL IMPACT:**

This project is included in the Capital Budget for FY 2019/20 under the project Real-Time Signs (RT). The initial purchase of 20-25 signs will not exceed the budgeted amount of \$210,000. Marin Transit was awarded a Federal Lifeline Grant for real time information signs in the Canal neighborhood in San Rafael and in Novato that will fund 82 percent of the total cost. Measure A transit capital funds will provide the local match. The District will need to secure additional funding to purchase more real-time signs in the future.

Respectfully submitted,



Anna Penoyar  
Senior Capital Analyst

Attachment A – List of Initial Sign Locations  
Attachment B – Contract

### Attachment A –List of Potential Initial Sign Locations

List may be changed based on site and feasibility evaluations to be conducted by the contractor.

Stop ID	Stop Location	Jurisdiction	Preferred Sign Type
40449	Medway Rd/E Francisco Blvd	San Rafael	Solar LED
40452	Canal St/Medway Rd	San Rafael	Solar LED
40467	Bellam Blvd/E Francisco Blvd	San Rafael	Solar LED
40446	Kerner Blvd/Canal St	San Rafael	Solar LED
40455	Medway Rd/Mill St	San Rafael	Solar LED
40457	Canal St/Novato St.	San Rafael	Solar LED
40459	Canal St./Sonoma St	San Rafael	Solar LED
40461	Kerner Blvd/Bahia Way	San Rafael	Solar LED
40463	Kerner Blvd/Larkspur St	San Rafael	Solar LED
40673	San Marin Dr/San Carlos Way	San Marin	Solar LED
40706	S Novato Blvd/Arthur St	Novato	Solar LED
40746	Ignacio Blvd Bus Pad NB	Ignacio	Solar LED
40771	Nave Dr/Bolling Dr	Ignacio	Solar LED
40772	Nave Dr/Bolling Dr	Ignacio	Solar LED
40779	Rowland Blvd Bus Pad SB	Novato	Solar LED
42114	Enfrente Rd/Salvatore Dr	Ignacio	Solar LED
Additional Locations TBD			

192023

**MARIN COUNTY TRANSIT DISTRICT  
PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of October, 2019, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and GMV Syncromatics, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, District desires to retain a person or firm to provide the following service: furnish, install and provide content management for Real Time Information Signs; 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 **\$ 2,113,247** 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 October 7, 2019, and shall terminate on October 6, 2024. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

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

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

**8. SUBCONTRACTING:**

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

**9. ASSIGNMENT:**

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



**10. LICENSING AND PERMITS:**

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

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

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

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

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

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

**13. TERMINATION:**

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

**14. APPROPRIATIONS:**

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

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

**15. RELATIONSHIP BETWEEN THE PARTIES:**

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

**16. AMENDMENT:**

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

**17. ASSIGNMENT OF PERSONNEL:**

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

**18. JURISDICTION AND VENUE:**

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

**19. INDEMNIFICATION:**

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

**20. COMPLIANCE WITH APPLICABLE LAWS:**

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

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

**Exhibit E - Debarment Certification**

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

- The certification in this clause is a material representation of fact relied upon by District.
- The Contractor shall provide immediate written notice to District if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.

- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - 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: \_\_\_\_\_

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

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

Notices shall be given to Contractor at the following address:

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

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

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

## 22. **ACKNOWLEDGEMENT OF EXHIBITS**



**Check applicable Exhibits**

**CONTRACTOR'S  
INITIALS**

**EXHIBIT A.**

<input checked="" type="checkbox"/>	Scope of Services	
<input checked="" type="checkbox"/>	Fees and Payment	
<input checked="" type="checkbox"/>	Insurance Reduction/Waiver	
<input checked="" type="checkbox"/>	Federal Transit Administration Contract Provisions	

**EXHIBIT B.**

**EXHIBIT C.**

**EXHIBIT D.**

**EXHIBIT E.**

<input checked="" type="checkbox"/>	Contractor's Debarment Certification	
<input checked="" type="checkbox"/>	Subcontractor's Debarment Certification	

**EXHIBIT F.**

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

**CONTRACTOR**

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

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

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

**APPROVED BY**

**MARIN COUNTY TRANSIT DISTRICT:**

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

=====

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

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

\_\_\_\_\_

## EXHIBIT "A"

The Scope of Services describes general requirements, legal requirements, and technical requirements that the Contractor must adhere to in the delivery of the Project. This Scope of Services also describes the on-going Maintenance and Warranty activities the Contractor will be expected to perform to support the deployed signs.

### Sign Type and Quantity

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Unit prices are requested for a digital signage that can, at a minimum, consume real time transit data from the regional 511 API and broadcast this information for riders. The regional 511 system includes all bay area transit agency's real-time data and allows for multiple transit agencies to invest in a uniform product. More information of the 511 real-time transit data API can be found at: <http://www.transit.511.org/developers/list/resources/>. It is also desired to have signage programable to read directly from each agency's real-time data feed, but this is not a requirement.

This RFP is requesting a variety of sign types including LCD, LED, and e-Ink displays. Powering options should include both solar and grid power and signs should be able to mount to either within a shelter, within a protective enclosure, or on a pole. The sign pricing sheet in **Attachment B** should be completed as part of the submittal. Please note that not all sign types or power options are required to submit. Bidders can submit for any combination of available sign types. The contractor shall be responsible for purchasing, maintaining all equipment required for any required development and testing of the Real Time Signs.

### Hardware Requirements

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The Contractor shall provide and support all hardware associated with the operation of the system. All hardware and equipment that is purchased through this contract from the Contractor for Project, excluding consumable material (material that needs continuous replenishment), shall be certified to have a five-year minimum service life to withstand all weather-related elements, with ten-year service life being preferred.

All equipment, supplies and materials furnished under the Agreement shall also be new, field proven and meet or exceed applicable ISO, IEEE and ANSI standards. Where to the extent possible, Contractor shall source commercially-available, off-the-shelf components that are easily accessible, modular, and easily removable to facilitate ease in maintaining and/or replacing the equipment.

Materials and products that have been previously used for development work, purchased systems or items that have been salvaged or rebuilt shall not be permitted to be used in connection with the Agreement or Project without the prior written approval by Marin Transit.

All equipment provided by the Contractor shall be multi-sourced and readily available to Marin Transit. Proof of purchase in the form of dated invoice and shipping waybills should be retained and furnished to Marin Transit upon request.

## Digital Sign Hardware

Digital sign hardware should provide options for various power sources including standalone solar power and grid power (when available). Hardware must demonstrate ability to provide three (3) days of battery backup power in the event of low solar energy generation. Signs must provide for ADA compliant text-to-speech annunciation of arrival predictions and customer messages. Signs should be resistant to vandalism and weather (Waterproof IP68).

## Hardware Updates

The Contractor shall warrant its devices installed for Project free from defects and for workmanship, for the duration of the Agreement. At minimum, all equipment, hardware and software shall be rated for five (5) year minimum service life, with a preference for ten (10) year service life. If the Contractor develops new features not included in the original Bill of Materials for Project that is deemed desirable, the Contractor shall provide an option to purchase the added functionality. If Contractor must upgrade its devices to ensure the continued and proper operation of the System as configured for Project, Contractor will assume all costs related to said hardware upgrade at no additional cost.

## Content Management System (CMS)

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It is desired to have a web-based, back end content management system (CMS) that allows the City/transit agency to manage the content displayed on the signs. The following outlines the desired requirements for this CMS.

- CMS shall be compatible with a variety of digital sign types, including: LED pixel matrix, LCD multimedia screens, and e-ink displays to enable future expansion of the digital signage network
- CMS shall be hardware agnostic and provide for management of signage hardware included in this procurement or procured independently by Marin Transit (proposer to describe capabilities and constraints of this approach)
- CMS shall be able to process arrival predictions and real-time information as outlined in this procurement and from other third-party transit operators and other mobility services for display on digital signs (proposer to describe capabilities and constraints of this approach)
- CMS shall allow for publishing of service alerts and other customer messages
  - Remote monitoring of sign hardware health
  - (If hardware retrofits / upgrades are needed, please describe)
- CMS shall allow for remote editing of signage content/layout and enable remote publishing of service alerts to digital signs as well as other communication channels. Additional functionality not required includes the ability to integrate and push these alerts to agency's website, GTFS-RT service alerts, on-board ADA announcements, and social media.

## Project Deployment

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The contractor shall include a reasonable allotment of hours for the labor that will be required to take measurements and perform low-level site engineering for each candidate site. Each site should be evaluated in the following;

- What is the desired site type? (Agency desired, confirmed by contractor)

- Is solar power applicable? (Yes/No)
- What additions/modifications are needed to support installation of the identified sign?

**Sign Installation (Optional Task)**

Upon direction from the ordering agency, the Contractor shall proceed to install one or more Real Time Signs at each of the selected sites and complete all necessary power and communications connections testing, and certifications to render the displays fully operational. If the Displays are to be installed in the public rights-of-way the Contractor shall apply for and obtain encroachment permits from the appropriate jurisdiction.

## EXHIBIT "B"

## FEES AND PAYMENT SCHEDULE (required)

DISTRICT shall pay CONTRACTOR as follows:

- (1) CONTRACT RATES. DISTRICT shall pay CONTRACTOR based on the rate table below and billed in quarter hours. CONTRACTOR shall submit requests for payment via invoice net 30 days following provision of services.
- (2) MILEAGE. DISTRICT shall not pay CONTRACTOR for travel by private, leased or hired vehicles as required by this Contract.
- (3) TRAVEL COSTS. DISTRICT shall not pay CONTRACTOR for meals, lodging, or other travel costs not included in this Contract. All costs above base contract fee (the not to exceed limit) are capped at \$ \_\_\_\_\_.]
- (4) AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for DISTRICT. Payment for additional services shall be made to CONTRACTOR by DISTRICT if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (5) MAXIMUM CONTRACT AMOUNT. The maximum term of this Contract is 5 years. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$2,113,247.

Category	Assembly Name	(A) Capital Price per Unit (pre-tax)	(T) Capital Price per Unit (incl Sales Tax)	(B) Installation Price Per unit	Equipment + Installation Price per Unit (incl Tax) (T+B)	Annual Fee Per Unit (incl. cellular data)	Volume Discount / Notes (discount applied to capital unit price of all units based on total qty)
Project Level Costs							
	Fixed Project Level Planning and Coordination	15,000	15,000	-	15,000	-	-
	Site Specific Planning and Coordination (per site)	1,100	1,100	-	1,100	-	
	Training	4,500	4,500	-	4,500	-	
Digital Signs							
LED Signs							
	WaySign LED - Solar Power (ADA Audio included)	6,039	6,604	378	6,982	685	Qty 100 - 5% discount
	WaySign LED - Grid Power (ADA Audio included)	5,049	5,503	378	5,881	685	
	8-Line LED Sign (Sunrise) - Grid Power	10,292	11,218	3,024	14,242	685	
	2-Line LED Sign (Sunrise) - Grid Power	7,430	8,121	1,512	9,633	685	
	Option - Add Text to Speech to Sunrise LED Sign	2,175	2,371	378	2,749	-	
LCD DISPLAYS (Grid Power Only)							
	32" LCD - Exterior	4,790	5,221	1,134	6,355	695	cellular data not included. Recommend agency contract directly for better deal on unlimited plan if multimedia content is desired.
	43" LCD - Exterior	8,117	8,848	1,512	10,360	695	
	55" LCD - Exterior	10,289	11,215	1,512	12,727	695	
	65" LCD - Interior Only	4,020	4,382	756	5,138	695	
	Option - Add Text to Speech to LCD Sign	2,175	2,371	378	2,749	-	
E-INK DISPLAYS							
	13" E-ink Display - Solar Power (ADA Audio included)	5,813	6,336	756	7,092	685	
	13" E-ink Display - Grid Power (ADA Audio included)	4,710	5,134	378	5,512	685	
MISCELLANEOUS							
	Add Media Player Only to Existing LCD Screen	1,250	1,363	378	1,741	695	
	New Modern, Firmware on Legacy Marin LED Signs	1,045	1,113	378	1,491	685	
Additional Services							
	Design and Engineering Approvals for Each Unique Custom Mounting Bracket Type	7,500	7,500		7,500		
	Per Unit Cost for Each Custom Mounting Bracket (production)	650	650		650		



**EXHIBIT "C"****INSURANCE REDUCTION/WAIVER (if applicable)**

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

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

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

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

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

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

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



Contract Manager Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

## Exhibit "D"

### FTA Grant Contract Provisions

The FTA Grant Contract Provisions set forth herein shall be incorporated into and become part of the contemplated contract documents executed in connection with an award of this contract to the CONTRACTOR. In case of any conflict or discrepancy, the FTA Grant Contract Provisions set forth herein shall prevail over all other terms and conditions contained in the RFP, the contents of the successful proposal and/or the Professional Services Agreement.

#### 1. No Federal Government Obligations to Third Parties

As a Federal Transit Administration (FTA) grantee, the Berks Area Regional Transportation Authority (BARTA), a Municipal Authority of the Commonwealth of Pennsylvania and County of Berks, is required to inform the Contractor of the following information: The federal government shall not be subject to any obligations or liabilities to any third-party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

#### 2. Program Fraud and False or Fraudulent Statements and Related Acts

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.

#### 3. Access to Records and Reports

The following access to records requirements apply to this Contract:

**Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

**Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

**Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

#### 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 <http://www.fta.dot.gov/documents/20-Master.pdf> between Purchaser 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. Civil Rights Laws and Regulations

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

**Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

**Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.

**Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Remedies.** Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Marin Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Marin Transit is located.

**Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Marin Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## 6. Incorporation of Federal Transit Administration (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 the most recent circular on third party contracting entitled Circular 4220.1F, at

[http://www.fta.dot.gov/documents/CIRCULAR\\_4220.1F\\_\(Document\).docx](http://www.fta.dot.gov/documents/CIRCULAR_4220.1F_(Document).docx), 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

## 7. Energy Conservation Requirements

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## 8. Termination

**Termination for Convenience (General Provision).** Marin Transit may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Marin Transit to be paid the Contractor. If the Contractor has any property in its possession belonging to Marin Transit, the Contractor will account for the same, and dispose of it in the manner Marin Transit directs.

**Termination for Default [Breach or Cause] (General Provision).** 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 of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**Opportunity to Cure (General Provision).** 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 [ten (10) days] 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.

**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.

**Termination for Convenience (Professional or Transit Service Contracts).** 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, the Marin Transit shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**Termination for Default (Supplies and Service).** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Marin Transit may terminate this contract for default. Marin Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Marin Transit.

**Termination for Default (Construction).** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Marin Transit may terminate this contract for default. Marin Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Marin Transit may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Marin Transit resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Marin Transit in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Marin Transit, acts of another Contractor in the performance of

a contract with the Marin Transit, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The Contractor, within [10] days from the beginning of any delay, notifies Marin Transit in writing of the causes of delay. If in the judgment of Marin Transit, the delay is excusable, the time for completing the work shall be extended. The judgment of Marin Transit shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Marin Transit.

**Termination for Convenience of Default (Cost-Type Contracts).** Marin Transit may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of Marin Transit or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Marin Transit, or property supplied to the Contractor by Marin Transit. If the termination is for default, Marin Transit may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Marin Transit and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Marin Transit, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Marin Transit determines that the Contractor has an excusable reason for not performing, Marin Transit, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## 9. Government-Wide Debarment and Suspension

**Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to



participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Marin Transit. If it is later determined by Marin Transit that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Marin Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **10. Buy America Requirements**

Clause applies to Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000). The \$100,000 threshold applies only to the grantee contract. Subcontracts under that amount are subject to Buy America. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA Marin Transit the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### **Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

## 11. Violation and Breach of Contract

**Rights and Remedies of Marin Transit.** Marin Transit shall have the following rights in the event that Marin Transit deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

**For purposes of this Contract, Marin Transit shall define breach in the Contract terms.**

**Rights and Remedies of Contractor.** Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Marin Transit, the Contractor expressly agrees that no default, act or omission of Marin Transit shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Marin Transit directs Contractor to do so) or to suspend or abandon performance.

**Remedies.** Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Marin Transit will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as

provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Marin Transit takes action contemplated herein, Marin Transit will provide the Contractor with sixty (60) days written notice that Marin Transit considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

**Disputes.** Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Marin Transit's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: Marin Transit and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Marin Transit and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Marin Transit's direction or decisions made thereof.

**Performance during Dispute.** Unless otherwise directed by Marin Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

## 12. Lobbying Restrictions.

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

### 13. Clean Air Act and Federal Water Pollution Control Act

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

### 14. Clean Water Requirements

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### 15. Cargo Preference Requirements

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

### 16. Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

## 17. Disadvantaged Business Enterprise (DBE)

The contractor, subrecipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). The contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent. Unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of Marin Transit and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of Marin Transit to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Marin Transit shall make all determinations with regard to whether or not a Bidder/Offeror is in

compliance with the requirements stated herein. In assessing compliance, Marin Transit may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with Marin Transit.

**Contract Assurance.** The Contractor, subrecipient or subcontractor 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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.

**DBE Participation.** For the purpose of this Contract, Marin Transit will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by Marin Transit.

**DBE Participation Goal.** The DBE participation goal for this Contract is set at 6%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 6% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

**Proposed Submission.** Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the

Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by Marin Transit.

3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

**Good Faith Efforts.** If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), Marin Transit will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that Marin Transit will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with Marin Transit's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, Marin Transit generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.



**Administrative Reconsideration.** Within five (5) business days of being informed by Marin Transit that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to Marin Transit's Director of Policy and Legislative Programs. The Director of Policy and Legislative Programs will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Marin Transit will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

**Termination of DBE Subcontractor.** The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without Marin Transit's prior written consent. Marin Transit may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify Marin Transit in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

**Continued Compliance.** Marin Transit shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to Marin Transit that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;

- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to Marin Transit. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

1. Marin Transit to have access to necessary records to examine information as Marin Transit deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
2. The authorized representative(s) of Marin Transit, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
3. All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

**Sanctions for Violations.** If at any time Marin Transit has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Marin Transit may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
2. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

**Exhibit “E”**

**CERTIFICATION REGARDING DEBARMENT,**

**SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

**(Pursuant to 49 CFR Part 29, Appendix B)**

- A. By signing and submitting this proposal, the Proposer is providing the signed certification set out below.
1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  2. The Proposer shall provide immediate written notice to MARIN TRANSIT if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact MARIN TRANSIT for assistance in obtaining a copy of those regulations.
  4. The Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
  5. The Proposer further agrees by submitting this proposal that it will include the clause entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion”, as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
  7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction
1. The Proposer certifies, by submission of this bid or proposal, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. If Proposer is unable to certify to the statements in this certification, Proposer shall attach an explanation to this proposal.

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

Name of Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

## Exhibit "F"

SUBCONTRACTORS' LISTING FORM

This form is in compliance with Sections 4100 – 4113, inclusive, of the California Public Contracts Code. Each Bidder shall list all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Attach additional copies of this form, if necessary.

SUBCONTRACTOR		ESTIMATED DOLLAR AMOUNT OF SUBCONTRACT	DESCRIPTION OF WORK	DBE OWNED BUSINESS
Name				
Address				
Phone				
Fax				
Email				

Name				
Address				
Phone				
Fax				
Email				

Name				
Address				
Phone				
Fax				
Email				

NAME OF FIRM: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE OF PERSON SIGNING: \_\_\_\_\_

DATE: \_\_\_\_\_

## SCHEDULE OF DBE

---

Name of Prime Contractor

Name of DBE	Street Address	City, State, Zip	Type of Work	Start/End Dates	Agreed Price

The undersigned will enter into a formal agreement with Disadvantaged Contractors for work listed in this schedule conditioned upon the execution of a contract Marin Transit.

---

Name of Prime Contractor (*signature*)

---

Date

Appendix D: California Levine Act Statement

California Government Code § 84308

CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

Marin Transit’s Board of Directors Include:

Damon Connolly
Katie Rice
Kathrin Sears
Dennis Rodoni
Judy Arnold
Stephanie Moulton-Peters
Kate Colin
Eric Lucan (alt)

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Marin Transit Board Member in the 12 months preceding the date of the issuance of this request for qualifications?  
\_\_\_ YES \_\_\_ NO

If yes, please identify the director: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Marin Transit director in the three months following the award of the contract?  
\_\_\_ YES \_\_\_ NO

If yes, please identify the director: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude Marin Transit from awarding a contract to your firm. It does, however, preclude the identified director(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)



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

October 7, 2019

Honorable Board of Directors  
Marin County Transit District  
711 Grand Avenue, Suite 110  
San Rafael, CA 94901

**SUBJECT: Report on the Countywide Promotional Campaign during the 2019 Marin County Fair**

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:** Information only.

**SUMMARY:** Your Board authorized staff to implement a Countywide promotional campaign and offer increased transit service and free fares on all fixed route and Connect services during the 2019 Marin County Fair, July 3-7. Staff identified the Fair as a unique opportunity to promote free local transit service. The County increased Fair parking prices in recent years, and attendees continue to complain about traffic congestion in the vicinity of the Fairgrounds.

This systemwide promotional campaign was intended 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 choose to ride Marin Transit local fixed route service or Connect.

Marin Transit and Marin County Cultural Services staff worked closely to develop and deploy a robust, coordinated marketing and outreach campaign over the course of several months prior to the Marin County Fair 2019. The free fare promotion was the first of its kind for the Marin Transit and coordinated marketing efforts were key to the success of the campaign.

During the five-day period from July 3-7, 2019, Marin Transit offered free transit service throughout the county, increased service, and expanded service hours later into the evening. Paratransit, Catch-A-Ride, and Muir Woods Shuttle were not included in the free fare offering. Staff increased service on the two routes serving the County Fairgrounds. For the evening hours, staff added service



when the highest number of attendees leave the event and local transit service levels are typically lower.

Overall, systemwide ridership increased 27 percent compared to the 2018 County Fair (June 30-July 4, 2018). Ridership on Routes 35 and 49 serving the Fairgrounds increased 43 and 81 percent, respectively. The Connect experienced lower ridership than on a typical service day.

**FISCAL/STAFFING IMPACT:** Staff estimated that the promotional campaign would cost the District \$49,500. Actual costs for the campaign were 16 percent higher than this estimate and totaled \$57,436. The difference was mainly due to the amount of staff time dedicated to coordinating the event and higher than expected loss in fare revenue. The estimated fare revenue loss was based on actual fare revenue collected during this period last year. The amount shown as actual cost in the table below reflects the amount of riders taking advantage of the fare free campaign.

Item	Estimated Cost	Actual Cost
Operations Costs (added service on Route 49 and MT Connect)	\$5,300	\$5,240
Fuel	\$1,200	\$1,048
Fare Revenue Loss	\$29,000	\$33,408
Consulting Support and Direct Costs	\$12,000	\$13,740
Staff Time	\$2,000	\$4,000
<b>Total</b>	<b>\$49,500</b>	<b>\$57,436</b>

Respectfully submitted,



Aida Banihashemi  
Planning Manager

Attachments: Marin County Fair Promotion Presentation  
Marin County Fair Promotion Report



# 2019 Marin County Fair Promotional Campaign

Marin Transit Board of Directors

October 7, 2019

# Key Audiences and Goals



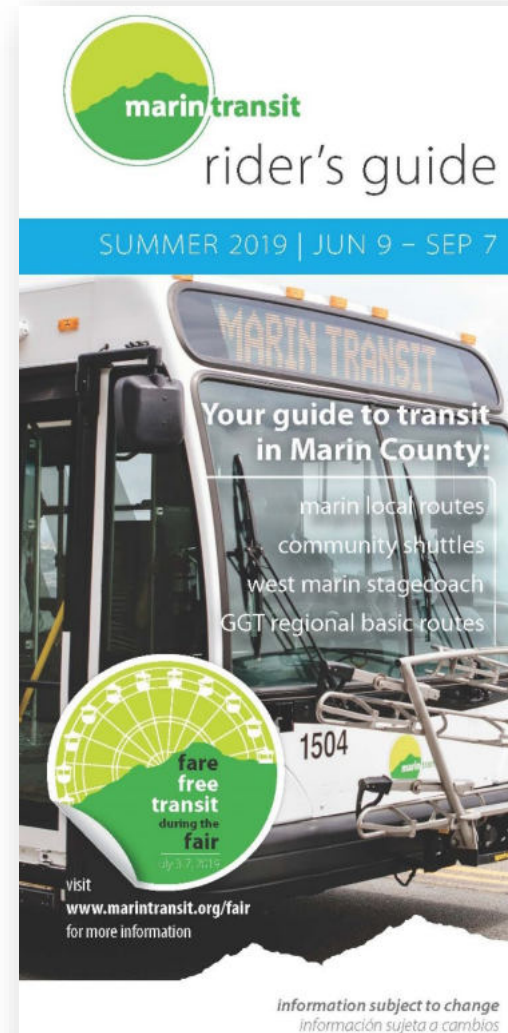
The purpose of the systemwide fare free campaign:

- Provide additional financial incentives to take transit
- Reduce traffic congestion surrounding the fairgrounds
- Eliminate a potential barrier to trying transit and navigating fare payment
- Test the ridership impact of free fares
- Reward frequent riders who use Marin Transit fixed route services or Connect



## Partnership with County for coordinated marketing

- Graphic Identity for the campaign
- Marin Transit:
  - In-bus ads and head-signs, bus stops
  - Website, social media, e-blasts
  - Rider's guide
- County Fair:
  - County Fair magazine, fair ticket
  - Website, Social media, e-newsletter
  - Press release
- SMART and Golden Gate Transit



# Operations Coordination



- Coordinate with Contractors and bus drivers
- Collaborate with County Fair staff and the San Rafael Police Department
- Adjust supply, identify optimal locations for pick-up/drop off
- Staff at the San Rafael Transit Center and bus stops adjacent to Fairgrounds



# Marin County Fair Data



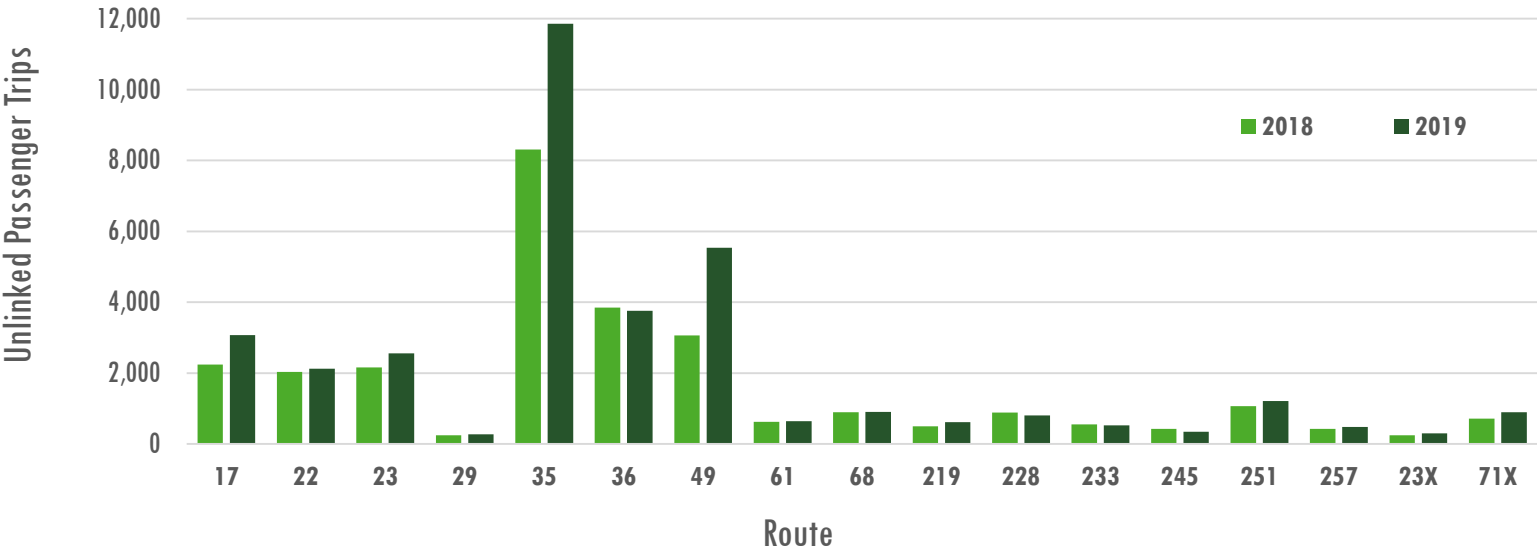
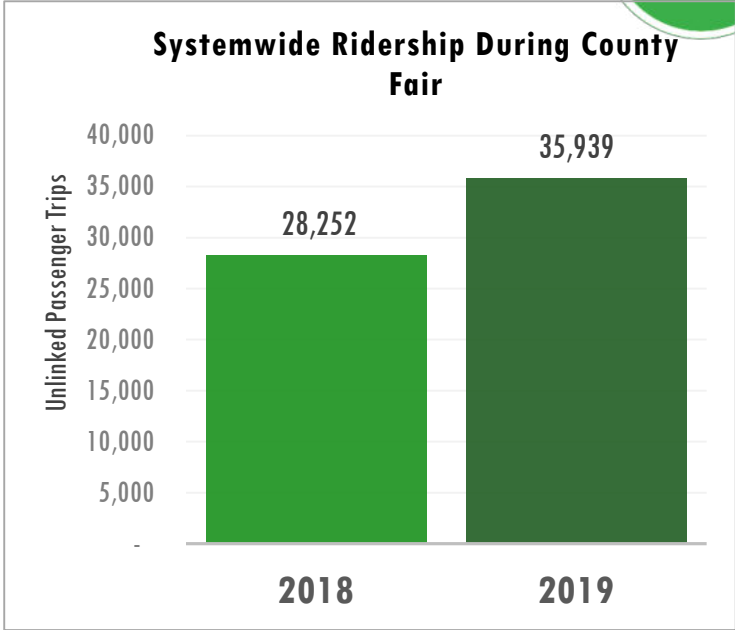
- 116,700 visitors; 11% more than in 2018; 27% attended on 4<sup>th</sup> of July
- 75% traveled from within Marin County
- 4,400 visitors took the County shuttle to Marin Commons satellite parking
- Approx. 13,200 vehicles parked at the fairgrounds; A lower proportion of visitors drove to the Fair in 2019



# Ridership — County-wide



- Marin Transit carried a total of 35,939 passengers systemwide
- 27% increase in ridership compared to 2018 Fair

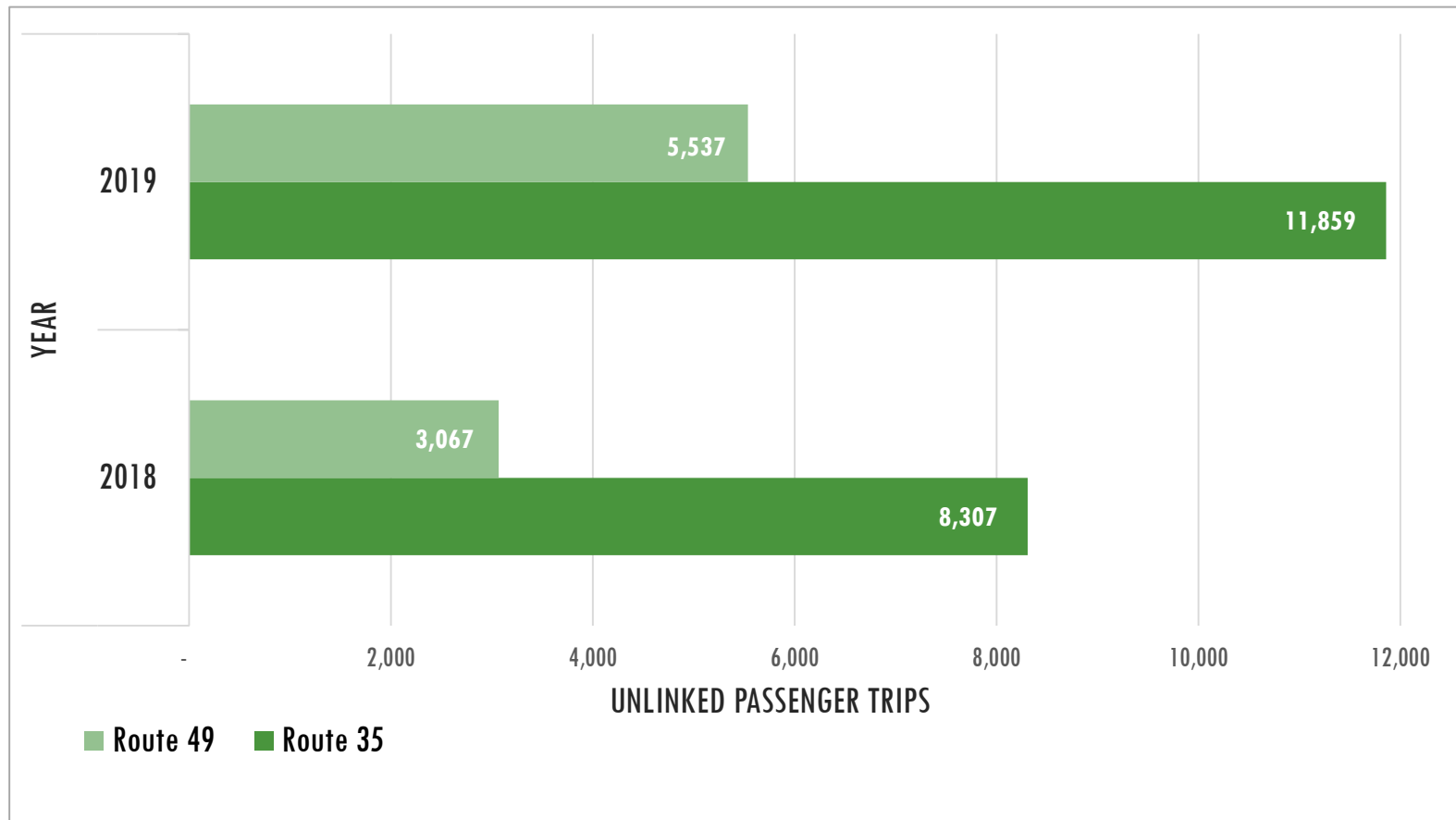




# Ridership — Marin County Fair



- Routes 49 and 35 operated every 15-20 minutes between Downtown San Rafael and Novato until 11pm
- Ridership on Route 49 increased by 81% and on Route 35 by 43%





# Observations/Lesson Learned

- Positive performance results
  - 27% County-wide ridership growth
  - Ridership increase on routes serving fairgrounds:
    - +43% on Route 35
    - +81% on Route 49
- Operations
  - Improved operations, smooth boarding
  - No instances of reported abuse
- Successful partnership with County
- Consider future free fare campaigns
  - County Fair in 2020
  - Earth Day, Election Day, Senior Fair



# Thank You

---

Aida Banihashemi

Planning Manager, Marin Transit

[abanihashemi@marintransit.org](mailto:abanihashemi@marintransit.org)



# MARIN TRANSIT

## Fare Free Campaign during 2019

### Marin County Fair Summary Report

October 2019

**Fare Free to the Fair Campaign**  
**Marketing and Outreach Summary Report**  
 October 2019



## Table of Contents

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Cost .....	7
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## Appendix

- Exhibit A: Graphic Logo
- Exhibit B: In-Vehicle Bus Cards
- Exhibit C: Vehicle Head Sign
- Exhibit D: Press Release
- Exhibit E: Patch News Article
- Exhibit F: Marin Independent Journal (IJ) News Article
- Exhibit G: Marin Transit Homepage
- Exhibit H: In-App Notification
- Exhibit I: E-Newsletter Blast
- Exhibit J: Paid Social Media Advertisement
- Exhibit K: A-Frame Sign at San Rafael Transit Center
- Exhibit L: Bus Stop Notice
- Exhibit M: Photo of Staff Outreach at San Rafael Transit Center
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- Exhibit P: County Fair Website
- Exhibit Q: County Fair Social Media
- Exhibit R: Print-At-Home Ticket Advertisements
- Exhibit S: Marin IJ Advertisement
- Exhibit T: County Fair Map

## Background

In May 2019, Marin Transit's Board of Directors approved a proposal to offer increased transit service and free fares during the Marin County Fair (July 3-7, 2019). Staff estimated the total costs of the promotional campaign at \$49,500. This amount included the cost of additional operations, fuel, fare revenue loss, consulting support, and staff time.

The free fare promotion went into effect on all Marin Transit fixed route transit services and the on-demand Connect service. Paratransit, Catch-A-Ride, and the Muir Woods Shuttle were not included in the five-day free fare campaign. Route 49 and Marin Transit Connect operated expanded service July 3-7 to support travel to and from the Marin County Fair. Service on Route 49 was extended until 11:00 pm in the northbound and southbound directions. Marin Transit Connect operated between 6:20 am - 9:00 pm on July 3 and 10:30 am - 9:00 pm on July 4-7.

Marin Transit increased service on Route 49 serving the Fairgrounds with more frequent service and extended hours of operation to provide service until after the Fair ended each day. Marin Transit also adjusted service hours for the on-demand Connect, including providing weekend service during this period.

To ensure residents and riders were aware of the free service, Marin Transit and County Fair staff worked together to implement a comprehensive, coordinated marketing and outreach program that began several months prior to the 2019 Marin County Fair.

This report provides an overview of campaign goals and marketing and outreach efforts, and concludes with a summary of ridership and financial performance results.

## Primary Audience and Goals

Marin Transit staff identified the Marin County Fair as a unique opportunity to promote local transit service. Ridership levels are typically lower during the summer and holiday weekends, and this service promotion would encourage transit use during the 4<sup>th</sup> of July weekend county-wide. The County increased Fair parking prices in recent years, and attendees continue to complain about traffic congestion in the vicinity of the Fairgrounds. Providing additional local transit access had the potential to improve the transportation experience for fairgoers and reduce their overall cost to attend the Fair.

Staff proposed the system-wide free fare campaign to:

- Provide additional financial incentives to take transit;
- Reduce traffic congestion surrounding the fairgrounds;
- Eliminate a potential barrier to trying transit and navigating fare payment;
- Test the ridership impact of free fares; and
- Reward frequent riders who use Marin Transit fixed route services or Connect.

Marin Transit and County Fair staff identified targeted audiences to focus marketing efforts. The three target groups included:

- Current Marin Transit riders likely to take advantage of free and added services;
- New riders willing to try Marin Transit services for the first time during the Fair; and
- Families seeking to travel to the Fair without the need to drive and park.



Staff designed a targeted marketing campaign to:

- Advertise the free and added transit service;
- Encourage new riders to try transit;
- Reduce congestion adjacent to the fairgrounds; and
- Promote the on-demand Connect service Marin Transit is piloting in Northern San Rafael.

## Marketing and Outreach Efforts

The free fare promotion was the first of its kind for Marin Transit, and a coordinated marketing effort was key to the success of the campaign. Marin Transit and County Cultural Services staff worked closely to develop and deploy a robust, coordinated marketing and outreach campaign.

This section provides a detailed list of the Fare Free marketing and promotional activities conducted by Marin Transit, Marin County Cultural Services, and peer transit agencies such as Golden Gate Transit and SMART. Copies of specific marketing materials are provided in the Appendix to this report.

**Graphic Identity:** Staff created a specialty logo for use throughout the campaign (Exhibit A). Staff adapted this graphic identity to different formats to ensure uniformity across multiple marketing materials.

**Vehicle Advertisements:** Staff placed advertisements on all Marin Transit buses in English and Spanish (Exhibit B). Additionally, all Marin Transit buses displayed exterior head-sign messages (Exhibit C) that read “Free Rides July 3-7” from June 24 through July 7.

**Press Release:** Staff distributed a press release to 19 major and neighborhood outlets highlighting the Marin Transit Board’s approval of the free service on May 13, 2019 and published it on the Marin Transit website. It was reissued on July 1, 2019 (Exhibit D).

**Print and Digital News Articles:** Information on the free fare promotion was featured in the [Patch](#) (Exhibit E) and the [Marin Independent Journal](#) (Exhibit F).

**Marin Transit Website:** The Marin Transit home page featured the campaign as a news item and press release, and staff created a dedicated page for the Fare Free Campaign that provided a trip planning tool to help visitors navigate their trip to the Fair (Exhibit G). Staff also updated the schedules and alerts section of the website to reflect added service on Route 49 and provide alerts on extended hours for the Connect service. The press release was also featured on the website homepage. Marin Transit’s dedicated webpage on Free Fare campaign received over 4,300-page hits and was the most frequented page during the 4<sup>th</sup> of July weekend.

**In-App Notification on Connect:** Staff launched a notification about the free service to current Connect users on July 1, 2019 that resulted in 100 people engaging with the notification push (Exhibit H).

**Marin Transit e-Newsletter Blasts:** Staff sent a dedicated e-Newsletter blast to all Marin Transit listservs on July 1, 2019 that reached 637 people (Exhibit I). A second targeted e-Newsletter was sent to 52 senior centers and community partners on July 1, 2019.

**Social Media:** Marin Transit updated its Facebook and Twitter with the campaign graphics including profile pictures, banner photos, and messaging. Pre-scheduled service promotion posts were published on Facebook and Twitter between June 24 and July 7, 2019.

**Paid Social Media:** Three paid social media ads targeting youth and families were run on Facebook and Instagram. Statistics indicate these ads led to 1,104 clicks to the Marin Transit website, reached 55,804 users, and were viewed 101,173 times. There were 505 reactions, 43 comments, and 153 shares associated with the ads (Exhibit J).

**County Fair Magazine:** A feature was included on the Fair magazine's transportation page in both English and Spanish. The Fair magazine dedicated a half-page advertisement to Marin Transit's Fare Free Campaign and was sent to 100,000 addresses during the first week of June 2019 (Exhibit N).

**County's e-Newsletter Blast:** The County sent out an e-Newsletter, "Public Transport is Great Choice for County Fair" with links to Marin Transit's dedicated page on the Fair and a trip planning tool on Wednesday, June 12, 2019 (Exhibit O). They sent an additional e-Newsletter focused on the Fare Free Campaign: "Ride Green Update: Free Transit July 3-7", distributed to all County employees on Wednesday, June 19, 2019. A third dedicated e-Newsletter on Marin Transit promotional Campaign was sent on July 1, 2019.

**County Fair's Website:** Fare Free campaign information was the primary feature on Marin County Fair's "Walk, Ride, Carpool" page in English and Spanish ([linked here](#)) (Exhibit P). This page had a total of 209,244-page visits. Fair staff promoted Marin Transit's Campaign on the Fair home page via the "Getting to the Fair" button ([linked here](#)). The page had a total of 10,122 visits, with an average of 2 minutes and 31 seconds spent on each page of the website. The Marin Transit logo was included in the sponsorships at the bottom of website page. There were over 1,800-page redirects from the County's page to Marin Transit's dedicated webpage on Free Fare campaign.

**County Fair's Social Media:** Regular posts and shares on the County Fair Facebook page with more than 8,000 followers (Exhibit Q).

**County Fair's Box Office:** Anyone who purchased their ticket to the Fair online received a purchase confirmation and Print-at-Home tickets with Marin County Fair free service information (Exhibit R).

**Advertisements:** The Fair staff featured the free service in an Marin IJ advertisement published on July 1, 2019 (Exhibit S).

**Map Handout:** Bus stops and free service were called out as part of the Marin Transit Campaign on the County Fair map handout (Exhibit T).

**SMART:** Campaign information was included in SMART's page on the Marin County Fair with a link to Marin Transit's Fair webpage and trip planning tool. SMART also provided an additional late-night train in partnership with the Marin County Fair to accommodate fairgoers.

**Golden Gate Transit:** Golden Gate Transit highlighted Marin Transit's free fare campaign information on their Fair webpage. They included links to Marin Transit Routes 35, 49, 233, and 245 serving the Fairgrounds and to the Marin Transit homepage.

## Operations Coordination

Traffic congestion is the primary concern during peak Fair days and time periods. Marin Transit coordinated operations to mitigate traffic and overcrowding on Marin Transit buses during the Fair. Staff also provided bus operators with detailed instructions regarding the campaign.

Marin Transit collaborated with County Fair staff and the San Rafael Police Department to coordinate the operation of multiple transportation services around the fairgrounds. These efforts included:

- Adjusting the supply and routing of buses to accommodate road closures;
- Identifying optimal locations for pick-up/drop off; and
- Preparing for considerable increases in demand during the busiest Fair days.

Staff placed an A-frame sign at San Rafael Transit Center to direct riders to the loading areas for buses serving the fairgrounds and expanded schedules for Routes 35 and 49. Staff posted rider alerts on the Marin Transit website and at bus stops adjacent to the Fairgrounds (Exhibit L).

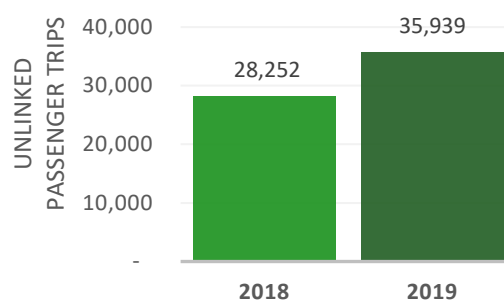
Throughout the duration of the Fair, Marin Transit assigned Ambassadors to the San Rafael Transit Center and the bus stops adjacent to the Fairgrounds between 10:30am and 10:30 pm. Ambassadors assisted transit riders with wayfinding to the Fair and trip planning. Based on their experience, staff observed the following:

- Most people who rode the bus to the Fair were aware of the free service;
- Most riders understood how to navigate service;
- Drivers had positive remarks on the free service and noted that it decreased dwell times. Boarding passengers not having to pay fares reduced the need for riders to communicate with the driver;
- Many riders expressed appreciation for the free service;
- Challenges with running buses in heavy traffic after the July 4 fireworks continued to be a problem for operations;
- Uber and Lyft pick up/drop offs at the bus stops adjacent to the fairgrounds were a point of conflict with transit and Fair bus services; and
- The bus supervisor overseeing the County satellite parking shuttles shared that he had not noticed anyone take a public transit bus to/from the fairgrounds in previous years. This year many people were interested in taking transit, including large groups.

## Results

Marin Transit carried a total of 35,792 passengers systemwide over the course of the five-day Fair, excluding the Muir Woods Shuttle and Marin Access services. This represents a 27% systemwide ridership increase compared to the same dates of the 2018 Marin County Fair (June 30–July 4, 2018) as shown in Figures 1 and 2. This represents a significant increase in performance given that summer and holidays are typically low ridership periods.

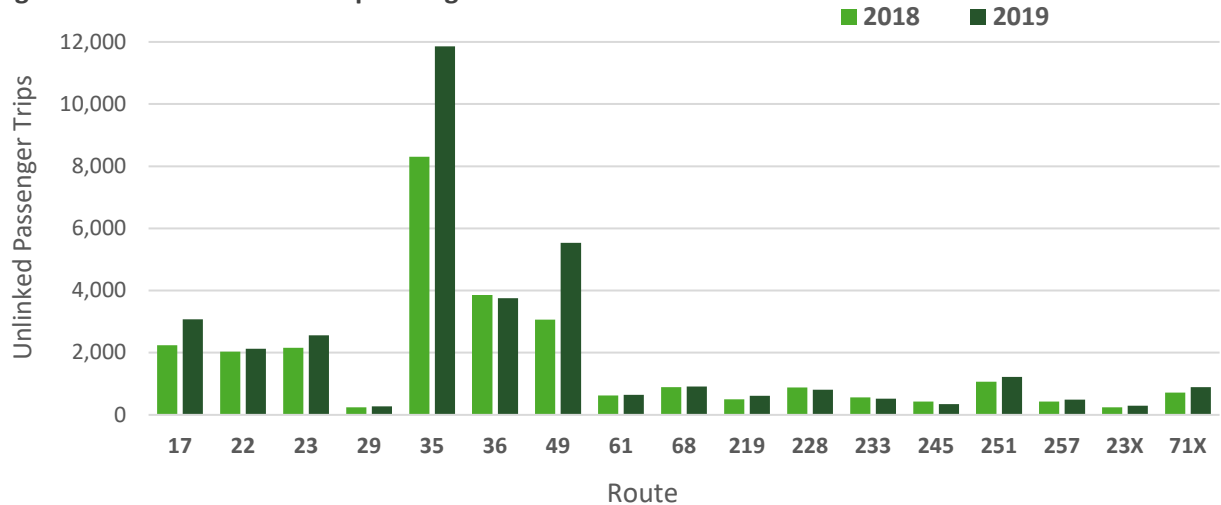
Figure 1: Systemwide Ridership During Marin County Fair





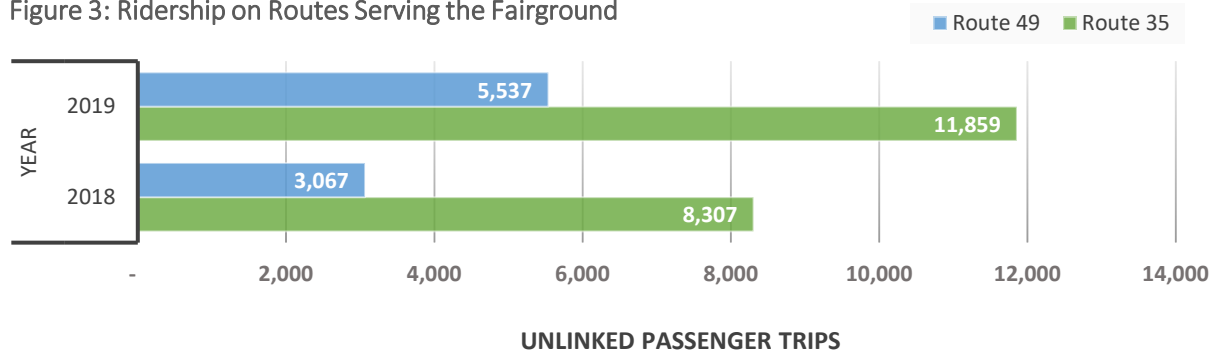
The 2019 Marin County Fair had 116,639 visitors, with roughly 27% of these on the 4<sup>th</sup> of July. The number of visitors increased by 11% compared to the 2018 Marin County Fair. The results of the County Fair onsite survey indicate that about 75% of fairgoers began their trips in Marin County.

**Figure 2: Route Level Ridership During the 2019 Fair**



Despite the additional transit service, Fair parking revenues in 2019 remained consistent with the previous year. Taking into account the 11% increase in visitors, this is an indication that a lower percentage of overall visitors drove to the Marin County Fair in 2019. Between 11,585 and 15,447 vehicles parked at the fairgrounds over the five-day Fair based on revenues from parking fees priced at \$15 and \$20. The County Fair offered free parking at Marin Commons (1600 Los Gatos) along with a \$2 per trip shuttle to relieve congestion on the roads adjacent to the fairgrounds. The County's shuttle carried 4,402 passengers.

**Figure 3: Ridership on Routes Serving the Fairground**



There was a significant increase in ridership on Marin Transit Routes 35 and 49 throughout the five days of the fare free campaign. Routes 35 and 49 are the two primary local routes that connect Marin City, Canal, San Rafael Transit Center, and Novato with the fairgrounds. On these routes, staff boosted service and added breakout service to run every 15-20 minutes until 11 pm during the Fair.

As shown in Figure 3, ridership increased by 81% on Route 49 and 43% on Route 35. The free fare campaign led to a considerable boost in ridership systemwide.

Marin Transit's on-demand Connect service had a lower level of activity than its typical service for a regular service day (50-70 rides) despite free on-demand curb-to-curb service. From July 4-7, the Connect accommodated between 12-30 rides per day. Staff have identified several possible reasons. These include:

- New drivers adjusting to the service;
- Irregular service hours for riders who often use Connect to take commute trips;
- Fairgoers not seeing the value in learning a new transit service;
- The barrier of downloading an app and creating an account;
- Submitting personal information to book a ride; and
- Tracking their ride when there are multiple mode choices, including the County parking shuttle.

## Cost

Staff estimated the total cost of the promotional campaign at \$49,500. This amount reflects additional operations and fuel, the loss of fare revenue, consulting support, and staff time. The actual cost of the promotional campaign turned out to be \$57,436, slightly higher than the initial estimated cost as shown in Table 1.

**Table 1: 2019 Fair Campaign Cost Estimates and Actuals**

Item	Estimated Cost	Actual Cost
Operations Costs (added service on Route 49 and MT Connect)	\$5,300	\$5,240
Fuel	\$1,200	\$1,048
Fare Revenue Loss	\$29,000	\$33,408
Consulting Support and Direct Costs	\$12,000	\$13,740
Staff Time	\$2,000	\$4,000
<b>Total</b>	<b>\$49,500</b>	<b>\$57,436</b>

The increase was primarily due to the loss of fare revenues and additional staff time required to coordinate the campaign and provide on-site coverage. Staff calculated fare revenue based on the ridership during the campaign and applied a system-wide average fare per rider to estimate the potential fare revenue loss.

Systemwide ridership significantly increased in 2019 compared to the District's historical ridership during this period. Staff attribute the ridership increase and estimated fare revenue loss to three factors: fare free service, focused marketing, and added service during this holiday weekend.

Staff reviewed the number of revenue hours on fixed route and Connect services to determine the final cost of the Fare Free to the Fair Campaign. The operational cost of added service on Route 49 and Connect totaled 59.3 hours and 54.9 hours, respectively. This translates to total added service costs of

\$3,043 on Route 49 and \$2,197 on Connect. Extra fuel expenses were approximately \$1,048 for operation during this period.

Marin Transit staff utilized professional services from Civic Edge Consulting to assist with marketing and outreach. Other direct costs include \$500 for paid social media advertisements, \$180 for in-bus advertisements, and \$1,030 for farebox covers that will be stored for use in similar future campaigns.

## Conclusions and Recommendations

Marin Transit is committed to improving mobility and reducing congestion and GHG emissions in the county. The overall ridership performance data shows that the free fare campaign succeeded in attracting additional riders. While there were spikes in ridership on routes serving the fairgrounds, overall systemwide ridership grew by 27% as ridership on routes that did not serve the fairgrounds increased by 10%.

The increase in riders on Marin Transit routes that do not serve the fairgrounds indicates that fares can be a barrier to choosing to ride transit. It also confirms that the coordinated marketing efforts by Marin Transit and County Fair staffs led to the success of this campaign.

County parking revenue data shows minimal changes in parking revenue while the number of fairgoers increased by more than 11% from the 2018 fair. This indicates that the campaign provided a viable travel option for fairgoers.

Bus drivers confirmed that the free fare campaign resulted in a smoother boarding process and reduced dwell times at bus stops. No incidents of abuse were reported throughout the five-day period. Staff concluded that the campaign succeeded as a token of appreciation for daily riders, attracted new riders to transit, and supported countywide goals to reduce congestion and GHG emissions.

Marin Transit and County Fair staff implemented a comprehensive coordinated marketing and outreach effort over the course of several months prior to the 2019 Marin County Fair and this provides a foundation for similar partnership efforts. Staff predicts that a similar coordinated effort in the future will be much less time-intensive and will benefit from a better understanding of the level of effort required to implement a campaign of this nature.

Staff recommend considering another five-day free fare campaign during the 2020 County Fair. In addition, Staff recommend that the Board consider the possibility of offering one-day free fare campaigns as promotional events. Potential candidates for one-day events could include Election Day, Earth Day, Marin County Senior Fair Day and the opening day of the SMART extension. Marin Transit will evaluate whether to recommend such campaign events over the coming months.

## Appendix of Marketing Materials for Free Fare Promotional Campaign



*Exhibit A: Graphic Logo*



## Exhibit B: In-Vehicle Bus Cards

<h1>Ride Marin Transit For <b>Free</b> on 4th of July Weekend</h1> <p>Leave your car at home and ride transit for free. All fixed route local transit routes and Marin Transit Connect services will be <b>free</b> countywide during the Marin County Fair <b>from July 3 through July 7, 2019</b></p> <div data-bbox="267 814 381 924"> </div> <p>Expanded service on Marin Transit Connect and Routes serving Fairgrounds will be added to support travel to and from the Marin County Fair. Visit <a href="http://marintransit.org/fair">marintransit.org/fair</a> for more information.</p>	 <p><b>fare free</b> <b>marin transit</b> during the <b>FAIR</b> july 3-7, 2019</p>
<p>Go to <a href="http://www.marintransit.org/trip-planner">www.marintransit.org/trip-planner</a> to plan your trip</p> <p>To find out more about the <b>Marin County Fair</b> visit <a href="http://www.marinfair.org/2019">www.marinfair.org/2019</a></p>	

<h1>Viaje <b>gratis</b> con Marin Transit durante el fin de semana del 4 de julio</h1> <p>Deje su coche en casa y viaje gratis con Marin Transit. Todas las rutas de tránsito local de ruta fija y los servicios Marin Transit Connect serán gratuitos en todo el condado durante la Feria del Condado de Marin desde el <b>3 de julio hasta el 7 de julio de 2019</b></p> <div data-bbox="267 1612 381 1722"> </div> <p>Marin Transit brindará servicio ampliado en Marin Transit Connect y las rutas que sirven a Fairgrounds para apoyar los viajes hacia y desde la Feria del Condado de Marin. Visite <a href="http://marintransit.org/fair">marintransit.org/fair</a> para obtener más información.</p>	 <p><b>fare free</b> <b>marin transit</b> during the <b>FAIR</b> july 3-7, 2019</p>
<p>Vaya a <a href="http://www.marintransit.org/trip-planner">www.marintransit.org/trip-planner</a> para planificar su viaje</p> <p>Para obtener más información sobre la <b>Feria del Condado de Marin</b> visite <a href="http://www.marinfair.org/2019">www.marinfair.org/2019</a></p>	



*Exhibit C: Vehicle Head Signs*



## *Exhibit D: Press Release*



### **Marin Transit Board Approves Fare Free Transit Service During the Marin County Fair (July 3-7)**

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#### **FOR IMMEDIATE RELEASE:**

Tuesday, May 7, 2019

#### **CONTACT:**

Nancy Whelan, General Manager  
[nwhelan@marintransit.org](mailto:nwhelan@marintransit.org)  
 (415) 226-0864

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**San Rafael, CA** – On Monday, May 6, 2019, the Marin Transit Board of Directors unanimously approved free local transit rides county-wide on all Marin Transit fixed route and Connect services during the five-day period between July 3 and July 7, 2019. They also approved an increase in bus service to the Marin County Fair to make getting to and from the County Fair more accessible.

This innovative promotional campaign is designed to encourage Marin County residents and their families to take transit to the Fair and throughout the county during the holiday weekend. As parking prices at the fair have gone up and congestion continues to be a challenge, additional local transit access will improve the experience for fairgoers. The estimated cost of the promotion is \$49,500, which includes the cost of added service, the anticipated loss in fare revenue, and administrative support.

"Taking transit to the Fair reduces the hassle and the expense of parking, and helps the environment as well," said Marin Transit Board President Damon Connolly. "We want to thank our current riders as well as encourage new riders by making all Marin Transit rides free during the long holiday weekend."

In addition to making transit service free throughout the county from July 3-7, Marin Transit plans to boost service and expand hours later into the evening on routes serving the Fairgrounds. Marin Transit Connect, an app-based accessible shuttle service, will also operate daily during the five days of the Fair to provide on-demand service for adjacent neighborhoods within Northern San Rafael. "I'm excited to take Marin Transit to the Fair," said Marin Transit Board Member Judy Arnold. "I encourage residents to explore Marin over the long holiday weekend whether you are going to the Fair to see the pig races and fireworks or going to Stinson Beach to catch some waves."

Paratransit, Catch-A-Ride, and Muir Woods Shuttle service would be exempt from the free fare offerings.



## Exhibit E: Patch News Article


Link: <https://patch.com/california/sanrafael/marin-county-fair-opens-wednesday>

Patch

San Rafael, CA

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### Knee or hip pain getting in the way of your life?

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Sutter Health  
Novato Community Hospital


Arts & Entertainment

## Marin County Fair Opens Wednesday

The 2019 Marin County Fair opens Wednesday with an "Over the Moon" theme to commemorate the 50th anniversary of the moon landing in 1969.


By Kristina Houck, Patch Staff  
Jul 3, 2019 10:37 am ET

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The 2019 Marin County Fair will commemorate the 50th anniversary of the moon landing in 1969. (Ashley Ludwig/Patch)

SAN RAFAEL, CA – The 2019 Marin County Fair opens Wednesday with an "Over the Moon" theme to commemorate the 50th anniversary of the moon landing in 1969.




Promote your event on Patch for as little as \$1 per day.


Get started

Patch


### Featured Events



**Aug 24**  
**CANCELED: Water Lantern Festival**  
2019: Fairgrounds, Santa Rosa



**Aug 24**  
**Generation Gap Big Band 2019:**  
Performing Arts Center, Yountville



**Aug 25**

## *Exhibit F: Marin Independent Journal News Article*

Link: <https://www.marinij.com/2019/07/03/marin-county-fair-delivers-rides-food-fireworks-on-opening-day/>

NEWS > LOCAL NEWS

### **Marin County Fair delivers rides, food, fireworks on opening day**

By **ADRIAN RODRIGUEZ** | [arodriguez@marinij.com](mailto:arodriguez@marinij.com) | Marin Independent Journal

PUBLISHED: July 3, 2019 at 6:00 pm | UPDATED: July 3, 2019 at 6:30 pm

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If you were to ask 12-year-old Ben Sherry of Corte Madera about the best part of the Marin County Fair, he would say: "I like all of it. We're at the fair."

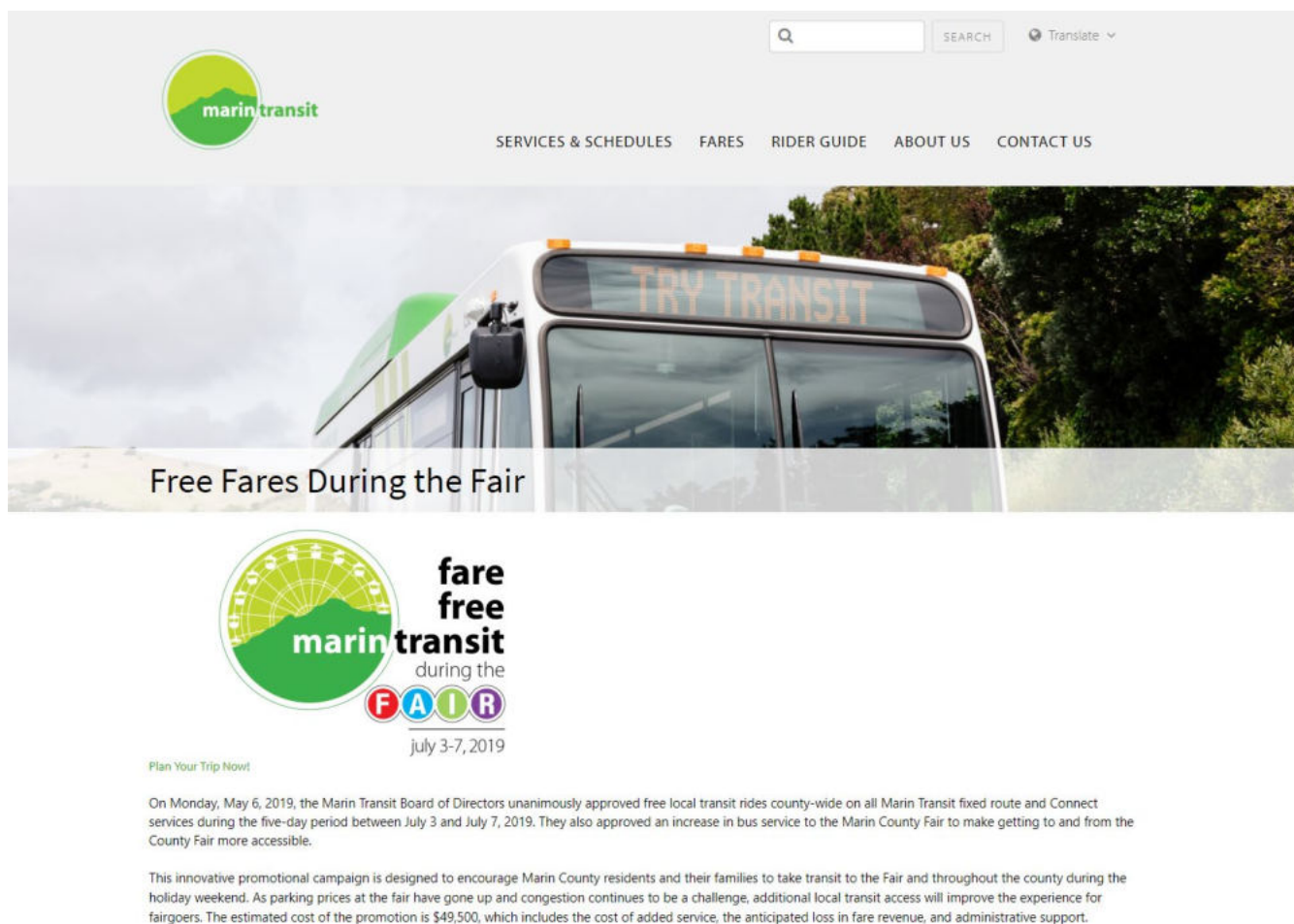
Ben and his 9-year-old brother Nate were carnival game wizards on opening day at the fair in San Rafael Wednesday, winning a plush toy taco, a doughnut and other figurines at the Balloon Dart booth, and they proudly carried their rewards throughout the fairgrounds.

"It's a fun, easy outing with friends and family," said their mother Beth Sherry. "They love it."

Teeming with youth, the family joined thousands of children for carnival games, sweet treats and thrilling rides on kids' day. Admission was free Wednesday for children 12 and younger. The 28 rides, complimentary with admission, were the main attraction for kids of all ages. The younger set enjoyed the petting zoo and animal exhibits.

## Exhibit G: Marin Transit Homepage

Link: <https://marintransit.org/news/free-fares-during-fair>



The screenshot shows the Marin Transit website. At the top is the Marin Transit logo, a search bar, and a 'Translate' button. Below the header is a navigation menu with links: SERVICES & SCHEDULES, FARES, RIDER GUIDE, ABOUT US, and CONTACT US. The main banner features a photograph of a Marin Transit bus with 'TRY TRANSIT' displayed on its destination sign. Overlaid on the bottom of the banner is the text 'Free Fares During the Fair'. Below the banner is a circular graphic with a green mountain and a sunburst pattern, containing the text 'fare free marin transit during the FAIR july 3-7, 2019'. To the left of this graphic is a link that says 'Plan Your Trip Now!'. Below the graphic is a paragraph of text explaining the promotion.

**Free Fares During the Fair**

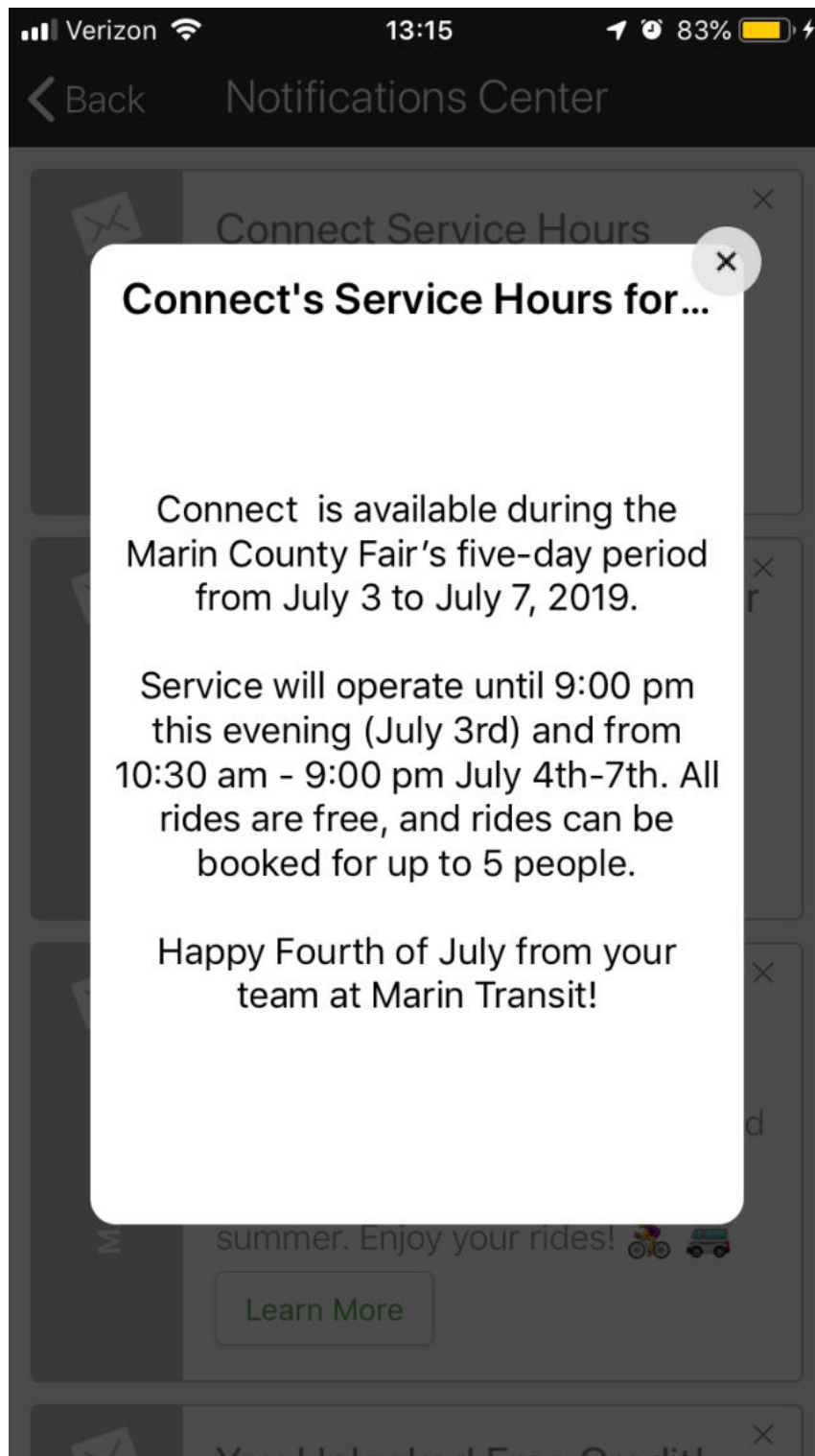
**fare free marin transit**  
during the **FAIR**  
july 3-7, 2019

[Plan Your Trip Now!](#)

On Monday, May 6, 2019, the Marin Transit Board of Directors unanimously approved free local transit rides county-wide on all Marin Transit fixed route and Connect services during the five-day period between July 3 and July 7, 2019. They also approved an increase in bus service to the Marin County Fair to make getting to and from the County Fair more accessible.

This innovative promotional campaign is designed to encourage Marin County residents and their families to take transit to the Fair and throughout the county during the holiday weekend. As parking prices at the fair have gone up and congestion continues to be a challenge, additional local transit access will improve the experience for fairgoers. The estimated cost of the promotion is \$49,500, which includes the cost of added service, the anticipated loss in fare revenue, and administrative support.

## *Exhibit H: In-App Notification*





## *Exhibit I: E-Newsletter Blast*

### **Ride Marin Transit for FREE during the Marin County Fair**

#### **Heading to the Fair this July?**

Leave your car at home and ride transit for free to the Fair! In celebration of the Marin County Fair, Marin Transit will provide FREE local transit rides county-wide on all Marin Transit fixed route and Connect services during the Fair's five-day period from July 3 and July 7, 2019.

#### **And there's more!**

- Expanded service hours later into the evening on routes serving the Fairgrounds
- Marin Transit Connect, an app-based accessible shuttle service, will also operate daily during the five days of the Fair to provide on-demand service for adjacent neighborhoods within Northern San Rafael



"Taking transit to the Fair reduces the hassle and the expense of parking, and helps the environment as well," said Marin Transit Board President Damon Connolly. "We want to thank our current riders as well as encourage new riders."

#### **Join in on the fare-free fun this July!**

Whether you're heading to the Fair or to the Marin County's great outdoor recreation areas, plan your trip now at [marintransit.org](http://marintransit.org)

## Exhibit J: Paid Social Media Advertisement



**Ride Marin Transit For Free**  
During the Marin County Fair

**July 3-7**



**Heading to the Fair this July? We've got you covered. In celebration of this year's Fair, Marin Transit is offering:**

- 1** Free rides anywhere in the county July 3-7
- 2** Additional service and extended hours on the 49, which takes you right to the Fair
- 3** Longer hours and more service on Marin Transit Connect

Plan your trip at **MarinTransit.org**  
or visit **MarinFair.org** for more information





**fare free**  
**marin transit**  
during the  
**FAIR**  
july 3-7, 2019  
[marintransit.org/fair](http://marintransit.org/fair)

*Exhibit K: San Rafael Transit Center A-Frame Sign (Side 1)*



# GOING TO MARIN COUNTY FAIR? Board Buses HERE

Routes **35** **49** will run every  
15-20 minutes until 11pm

*¡Embarqué los autobuses que van a la feria aquí!  
Las rutas 35 y 49 pasan cada 15-20 minutos  
hasta las 11 pm*

Visit [marintransit.org/fair](https://marintransit.org/fair)  
to plan your trip





*Exhibit K: San Rafael Transit Center A-Frame Sign (Side 2)*

[illegible]

Saturday/Sunday/Holiday														Northbound													
Southbound														Northbound													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1:00	1:05	1:10	1:15	1:20	1:25	1:30	1:35	1:40	1:45	1:50	1:55	2:00	2:05	2:10	2:15	2:20	2:25	2:30	2:35	2:40	2:45	2:50	2:55	3:00	3:05	3:10	3:15
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10:00	10:01	10:01	9:59	9:58	9:57	9:55	9:54	9:53	9:52	9:51	9:50	9:49	10:08	10:08	10:09	10:09	10:08	10:07	10:06	10:05	10:04	10:03	10:02	10:01	10:00
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1:00	1:01	1:01	1:00	1:00	1:00	1:00	1:00	1:00	1:00	1:00	1:00	1:00	1:08	1:08	1:09	1:09	1:08	1:07	1:06	1:05	1:04	1:03	1:02	1:01	1:00
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2:00	2:01	2:01	2:00	2:00	2:00	2:00	2:00	2:00	2:00	2:00	2:00	2:00	2:08	2:08	2:09	2:09	2:08	2:07	2:06	2:05	2:04	2:03	2:02	2:01	2:00
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3:00	3:01	3:01	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:08	3:08	3:09	3:09	3:08	3:07	3:06	3:05	3:04	3:03	3:02	3:01	3:00
3:30	3:31	3:31	3:30	3:30	3:30	3:30	3:30	3:30	3:30	3:30	3:30	3:30	3:38	3:38	3:39	3:39	3:38	3:37	3:36	3:35	3:34	3:33	3:32	3:31	3:30
4:00	4:01	4:01	4:00	4:00	4:00	4:00	4:00	4:00	4:00	4:00	4:00	4:00	4:08	4:08	4:09	4:09	4:08	4:07	4:06	4:05	4:04	4:03	4:02	4:01	4:00
4:30	4:31	4:31	4:30	4:30	4:30	4:30	4:30	4:30	4:30	4:30	4:30	4:30	4:38	4:38	4:39	4:39	4:38	4:37	4:36	4:35	4:34	4:33	4:32	4:31	4:30
5:00	5:01	5:01	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:08	5:08	5:09	5:09	5:08	5:07	5:06	5:05	5:04	5:03	5:02	5:01	5:00
5:30	5:31	5:31	5:30	5:30	5:30	5:30	5:30	5:30	5:30	5:30	5:30	5:30	5:38	5:38	5:39	5:39	5:38	5:37	5:36	5:35	5:34	5:33	5:32	5:31	5:30
6:00	6:01	6:01	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:08	6:08	6:09	6:09	6:08	6:07	6:06	6:05	6:04	6:03	6:02	6:01	6:00
6:30	6:31	6:31	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6:38	6:38	6:39	6:39	6:38	6:37	6:36	6:35	6:34	6:33	6:32	6:31	6:30
7:00	7:01	7:01	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:08	7:08	7:09	7:09	7:08	7:07	7:06	7:05	7:04	7:03	7:02	7:01	7:00
7:30	7:31	7:31	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:38	7:38	7:39	7:39	7:38	7:37	7:36	7:35	7:34	7:33	7:32	7:31	7:30
8:00	8:01	8:01	8:00	8:00	8:00	8:00	8:00	8:00	8:00	8:00	8:00	8:00	8:08	8:08	8:09	8:09	8:08	8:07	8:06	8:05	8:04	8:03	8:02	8:01	8:00
8:30	8:31	8:31	8:30	8:30	8:30	8:30	8:30	8:30	8:30	8:30	8:30	8:30	8:38	8:38	8:39	8:39	8:38	8:37	8:36	8:35	8:34	8:33	8:32	8:31	8:30
9:00	9:01	9:01	9:00	9:00	9:00	9:00	9:00	9:00	9:00	9:00	9:00	9:00	9:08	9:08	9:09	9:09	9:08	9:07	9:06	9:05	9:04	9:03	9:02	9:01	9:00
9:30	9:31	9:31	9:30	9:30	9:30	9:30	9:30	9:30	9:30	9:30	9:30	9:30	9:38	9:38	9:39	9:39	9:38	9:37	9:36	9:35	9:34	9:33	9:32	9:31	9:30
10:00	10:01	10:01	10:00	10:00	10:00	10:00	10:00	10:00	10:00	10:00	10:00	10:00	10:08	10:08	10:09	10:09	10:08	10:07	10:06	10:05	10:04	10:03	10:02	10:01	10:00
10:30	10:31	10:31	10:30	10:30	10:30	10:30	10:30	10:30	10:30	10:30	10:30	10:30	10:38	10:38	10:39	10:39	10:38	10:37	10:36	10:35	10:34	10:33	10:32	10:31	10:30
11:00	11:01	11:01	11:00	11:00	11:00	11:00	11:00	11:00	11:00	11:00	11:00	11:00	11:08	11:08	11:09	11:09	11:08	11:07	11:06	11:05	11:04	11:03	11:02	11:01	11:00
11:30	11:31	11:31	11:30	11:30	11:30	11:30	11:30	11:30	11:30	11:30	11:30	11:30	11:38	11:38	11:39	11:39	11:38	11:37	11:36	11:35	11:34	11:33	11:32	11:31	11:30
12:00	12:01	12:01	12:00	12:00	12:00	12:00	12:00	12:00	12:00	12:00	12:00	12:00	12:08	12:08	12:09	12:09	12:08	12:07	12:06	12:05	12:04	12:03	12:02	12:01	12:00
12:30	12:31	12:31	12:30	12:30	12:30	12:30	12:30	12:30	12:30	12:30	12:30	12:30	12:38	12:38	12:39	12:39	12:38	12:37	12:36	12:35	12:34	12:33	12:32	12:31	12:30
1:00	1:01	1:01	1:00	1:00	1:00	1:00	1:00	1:00	1:00	1:00	1:00	1:00	1:08	1:08	1:09	1:09	1:08	1:07	1:06	1:05	1:04	1:03	1:02	1:01	1:00
1:30	1:31	1:31	1:30	1:30	1:30	1:30	1:30	1:30	1:30	1:30	1:30	1:30	1:38	1:38	1:39	1:39	1:38	1:37	1:36	1:35	1:34	1:33	1:32	1:31	1:30
2:00	2:01	2:01	2:00	2:00	2:00	2:00	2:00	2:00	2:00	2:00	2:00	2:00	2:08	2:08	2:09	2:09	2:08	2:07	2:06	2:05	2:04	2:03	2:02	2:01	2:00
2:30	2:31	2:31	2:30	2:30	2:30	2:30	2:30	2:30	2:30	2:30	2:30	2:30	2:38	2:38	2:39	2:39	2:38	2:37	2:36	2:35	2:34	2:33	2:32	2:31	2:30
3:00	3:01	3:01	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:00	3:08	3:08	3:09	3:09	3:08	3:07	3:06	3:05	3:04	3:03	3:02	3:01	3:00
3:30	3:31	3:31	3:30	3:30	3:30	3:30	3:30	3:30	3:30	3:30	3:30	3:30	3:38	3:38	3:39	3:39	3:38	3:37	3:36	3:35	3:34	3:33	3:32	3:31	3:30
4:00	4:01	4:01	4:00	4:00	4:00	4:00	4:00	4:00	4:00	4:00	4:00	4:00	4:08	4:08	4:09	4:09	4:08	4:07	4:06	4:05	4:04	4:03	4:02	4:01	4:00
4:30	4:31	4:31	4:30	4:30	4:30	4:30	4:30	4:30	4:30	4:30	4:30	4:30	4:38	4:38	4:39	4:39	4:38	4:37	4:36	4:35	4:34	4:33	4:32	4:31	4:30
5:00	5:01	5:01	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:00	5:08	5:08	5:09	5:09	5:08	5:07	5:06	5:05	5:04	5:03	5:02	5:01	5:00
5:30	5:31	5:31	5:30	5:30	5:30	5:30	5:30	5:30	5:30	5:30	5:30	5:30	5:38	5:38	5:39	5:39	5:38	5:37	5:36	5:35	5:34	5:33	5:32	5:31	5:30
6:00	6:01	6:01	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:00	6:08	6:08	6:09	6:09	6:08	6:07	6:06	6:05	6:04	6:03	6:02	6:01	6:00
6:30	6:31	6:31	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6:30	6:38	6:38	6:39	6:39	6:38	6:37	6:36	6:35	6:34	6:33	6:32	6:31	6:30
7:00	7:01	7:01	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:00	7:08	7:08	7:09	7:09	7:08	7:07	7:06	7:05	7:04	7:03	7:02	7:01	7:00
7:30	7:31	7:31	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:30	7:38	7:38	7:39	7:39	7:38	7:37	7:36	7:35	7:34	7:33	7:32	7:31	7:30
8:00	8:01	8:01	8:00	8:00	8:00	8:00	8:00	8:00	8:00	8:00	8:00	8:00	8:08	8:08	8:09	8:09	8:08	8:07	8:06	8:05	8:04	8:03	8:02	8:01	8:00
8:30	8:31	8:31	8:30	8:30	8:30	8:30	8:30	8:30	8:30	8:30	8:30	8:30	8:38	8:38	8:39	8:39	8:38	8:37	8:36	8:35	8:34	8:33	8:32	8:31	8:30
9:00	9:01	9:01	9:00	9:00	9:00	9:00	9:00	9:																	

Routes 35 and 49 will run every 15-20 minutes until 11 pm.  
*Las rutas 35 y 49 pasan cada 15-20 minutos hasta las 11 pm*



## Exhibit L: Bus Stop Notice


**Civic Center Dr & McInnis Pkwy  
(Civic Center SMART)**

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

this stop served by: 35 49 145

### monday – friday

*lunes – viernes*

## 35

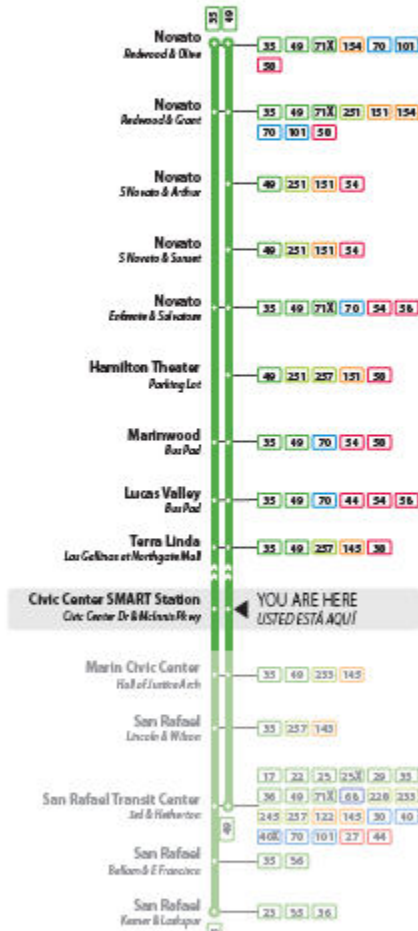
to Novato  
northbound/al norte

–	6:20
7:15, 7:45	7:20, 7:50
8:15, 8:45	8:20, 8:50
9:15, 9:45	9:20
10:15, 10:45	10:20
11:15, 11:45	11:20
12:15, 12:45	12:26
1:15, 1:45	1:26, 1:56
2:15, 2:45	2:26, 2:56
3:15, 3:45	3:26, 3:56
4:15, 4:45	4:26, 4:56
5:15, 5:45	5:26, 5:56
6:15, 6:45	6:26
7:15, 7:45	7:26, 7:56
8:15, 8:45	8:26, 8:56
9:45	9:26, 9:56
10:45	10:11, 10:26
–	11:00

## 49

to Novato  
northbound/al norte

–	6:20
7:15, 7:45	7:20, 7:50
8:15, 8:45	8:20, 8:50
9:15, 9:45	9:20
10:15, 10:45	10:20
11:15, 11:45	11:20
12:15, 12:45	12:26
1:15, 1:45	1:26, 1:56
2:15, 2:45	2:26, 2:56
3:15, 3:45	3:26, 3:56
4:15, 4:45	4:26, 4:56
5:15, 5:45	5:26, 5:56
6:15, 6:45	6:26
7:15, 7:45	7:26, 7:56
8:15, 8:45	8:26, 8:56
9:45	9:26, 9:56
10:45	10:11, 10:26
–	11:00



**YOU ARE HERE**  
*USTED ESTÁ AQUÍ*

### weekends & holidays

*fin de semana y días festivos*

## 35

to Novato  
northbound/al norte

7:44	7:23
8:14, 8:44	8:23
9:14, 9:44	9:23
10:14, 10:44	10:23
11:14, 11:44	11:23
12:14, 12:44	12:23
1:14, 1:44	1:23
2:14, 2:44	2:23
3:14, 3:44	3:23
4:14, 4:44	4:23
5:14, 5:44	5:23
6:14, 6:44	6:23
7:14, 7:44	7:23, 7:53
8:44	8:23
9:44	9:08, 9:23, 9:53
10:44	10:08, 10:23, 10:53
–	11:08

## 49

to Novato  
northbound/al norte


7:44	7:23
8:14, 8:44	8:23
9:14, 9:44	9:23
10:14, 10:44	10:23
11:14, 11:44	11:23
12:14, 12:44	12:23
1:14, 1:44	1:23
2:14, 2:44	2:23
3:14, 3:44	3:23
4:14, 4:44	4:23
5:14, 5:44	5:23
6:14, 6:44	6:23
7:14, 7:44	7:23, 7:53
8:44	8:23
9:44	9:08, 9:23, 9:53
10:44	10:08, 10:23, 10:53
–	11:08

**Special Notes**


AM times PM times  
Supplemental and regional route schedules are not shown. Call 511 for additional schedule information.

**Avisos especiales**

AM tiempos PM tiempos  
No se muestran los horarios de las rutas suplementarias y regionales. Llame al 511 para obtener información adicional sobre los horarios.



**511** say "Marin Transit"  
for bus information



**Stop ID: #40587**

*Exhibit M: Staff Outreach Photo at San Rafael Transit Center*



## Exhibit N: Marin County Fair Magazine

### Greenest Fair on Earth

Did you know, the Marin County Fair is celebrated as **The Greenest County Fair on Earth**? With a solar-powered carousel and solar-powered stage; over 91% waste diversion level with composting and recycling; water conservation; energy generation through a 750-panel rooftop array; and energy efficiency through modern HVAC units (both leading to a 57% reduction in electrical use in 5 years), we are proud to conserve the environment while providing family fun for Marin County residents and beyond. For more info on all our Green efforts, go to [marinfair.org](http://marinfair.org) and search for Greening the Fair. Green is the new black!

Help us stay green by using a Marin County Fair branded water bottle courtesy of Mizu and use the water refilling stations located throughout the fairgrounds. Last year, we saved over 33,000 single use bottles from going into landfill. Water bottles may be purchased for \$10 at the Fair's Green Room Gallery in the Marin Veterans' Memorial Auditorium or at the Wine & Beer Garden located near the main gate. Take home this limited-edition bottle and help us save the planet and stay the Greenest Fair on Earth!

Thank you to our friends in the Marin County Department of Public Works for making this possible.



### Out at the Fair!

Be proud and join the crowd for **Out at the Fair** on July 4th! Find us on the fairgrounds and receive a rainbow flag, sport your pride colors all day at the Fair, join the Marin County Free Library for Drag Storytime, ride the rides, participate in a group photo at 6pm the Giant Ferris Wheel, and become a Dancing Queen with Abba the Concert at 7:30pm on the Island Pavilion.



Out at the Fair is an award-winning, family-friendly, all-day festival, celebrating the LGBTQ+ community, held in four Fairs in California and New Mexico. Conceived in 2011 by Will Zakrjshchek as a Facebook group check-in at the San Diego County Fair, as "Unofficial Gay Days at the Fair," OATF became an official Fair event in 2014, which is now produced by WZ Productions, LLC. The event is also held at an official capacity at the California State Fair in Sacramento, the New Mexico State Fair in Albuquerque, and the Marin County Fair in San Rafael, CA.



### Marin County Fair Green Room Gallery!

Shop artfully for one-of-a-kind locally produced gifts and meet some of Marin County's top artisans, showcasing their unique jewelry, textiles, home accessories, and quality crafts at the Fair's Pop-Up Green Room Gallery. Take home something special for the art lovers in your family while supporting the true creative culture of Marin! We are proud to support independent artisans and their hand-made creations at the Fair.

The Green Room Gallery is located in the Marin Veterans' Memorial Auditorium. Come shop and support the arts!

✓ Jewelry ✓ Ceramics ✓ Fashion & accessories ✓ Gifts for little ones  
✓ Books ✓ Specialty Food Products ✓ Ornaments ✓ Cards

### Ride Marin Transit For Free on 4th of July Weekend

Leave your car at home and ride transit for free. All fixed route local transit routes and Marin Transit Connect services will be **free** countywide during the Marin County Fair from **July 3 through July 7, 2019**



Expanded service on Marin Transit Connect and Routes serving Fairgrounds will be added to support travel to and from the Marin County Fair. Visit [marintransit.org/fair](http://marintransit.org/fair) for more information.



**fare  
free**  
**marin transit**  
during the  
**FAIR**

July 3-7, 2019

Go to [www.marintransit.org/trip-planner](http://www.marintransit.org/trip-planner) to plan your trip

To find out more about the **Marin County Fair** visit [www.marinfair.org/2019](http://www.marinfair.org/2019)



## Exhibit O: County E-Newsletter Blast



[www.marincounty.org/news](http://www.marincounty.org/news)



For Immediate Release  
June 12, 2019

### Public Transport is Great Choice for County Fair

*Free bus and shuttle service from Marin Transit; additional post-fireworks train*

**San Rafael, CA** – [Marin Transit](#) is going out of its way to help revelers get to and home from the [2019 Marin County Fair](#) in early July. And this option is free.

All fixed-route bus and shuttle rides countywide will not cost a single cent during the 78<sup>th</sup> Marin County Fair, which starts Wednesday, July 3, and runs through Sunday, July 7, at the Marin County Fairgrounds. There will be additional buses and operational hours those five days to the fairgrounds, off Civic Center Drive in San Rafael. Riders should note that the Paratransit, Catch-A-Ride, and Muir Woods Shuttle services will be exempt from the free fares.

The estimated cost of the service boost is \$49,500, courtesy of Marin Transit.

"We're incredibly grateful that Marin Transit is such a generous partner for the fair and for offering this free transportation option," said Gabriella Calicchio, Director of the [Department of Cultural Services](#), which runs the fair. "We encourage fairgoers to leave their cars at home and take advantage of our myriad transit options."

That's not the only public transportation option for fairgoers. Thanks to a new partnership between the County of Marin and [Sonoma-Marin Area Rail Transit](#) (SMART), there will be one additional late-night train heading northbound from San Rafael during the fair. As a supplement to the regular train schedule, there will be a special 10:30 p.m. departure from the Civic Center station, just a few steps from the fair's main gate.

"This pilot program will be perfect for those who are sticking around for the fireworks at the end of the night," Calicchio said. "Fairgoers will be able to walk past all the cars in the parking lot and hop right onto that train for an easy trip home. We're really happy that we could partner with SMART to offer this."

The County and SMART are splitting the cost of operating the additional train for the duration of the five-day fair. The cost estimate for each agency is \$62,804. Ridership data will be evaluated after the fair.

The fair also is continuing another hassle-free and money-saving transportation option for those who opt to drive: [a shuttle service](#) from a nearby County of Marin parking lot. Fairgoers may park vehicles at the Marin Commons parking lot at 1600 Los Gatos Drive in San Rafael and hop on a shuttle bus. Marin Commons is on the west side of Highway 101 at the Lucas Valley Road/Smith Ranch Road exit, two miles north of the fairgrounds. Marin Commons is known locally as the home of the Marin County Sheriff's Office and employees from some other County departments.

From the bus stop at Marin Commons' Lobby B, shuttles will run about every 20 minutes to the fairgrounds from 10 a.m. to 11 p.m. all five days of the fair. Shuttle users can expect delays after the fireworks, which are scheduled each night for 9:30 p.m.

Parking at the fairgrounds is \$15-20, but parking at Marin Commons is free and taking the shuttle is only \$2 round-trip. Kids 4 and under ride for free.

Don't forget: You can ride your bike to the fair and park in the bike valet parking area near the main gate. The Marin County Bicycle Coalition offers the bike valet service for free from 11 a.m. to 7 p.m. on fair days.

Everyone, whether fairgoers or passers-by, is encouraged to avoid traffic near the fairgrounds during that time.

For more fair information, check [www.marinfair.org](http://www.marinfair.org).

## Exhibit P: County Fair Website

**OVER THE MOON MARIN COUNTY FAIR**  
Art ♦ Agriculture ♦ Community  
July 3-7, 2019 [marinfair.org](http://marinfair.org)

THINGS TO DO COMPETITIONS ENTERTAINMENT INFORMATION

**WALK, RIDE, CARPOOL**

**RIDE TRANSIT TO THE FAIR!**

 Leave your car at home and ride Marin Transit for **FREE** to the Fair. Marin Transit will provide **FREE** local transit rides county-wide on all Marin Transit fixed route and Connect services during the Fair between July 3-7. Visit [MarinTransit.org](http://MarinTransit.org) for more information on routes and schedules.

*"Deje su coche en casa y viaje en transporte público gratis a la Feria. Marin Transit proporcionará viajes locales gratuitos en todo el condado en todas rutas fijas y en el programa Marin Transit Connect durante las cinco días de la Feria (el 3 de julio hasta el 7 de julio de 2019). Visite [MarinTransit.org](http://MarinTransit.org) para encontrar más información sobre rutas y.*



[Show a larger version of the map.](#)

 Travel SMART. The SMART train traveling between Sonoma and Marin is partnering with the Marin County Fair to improve visitors' Fair experience. They will be providing late-night traveling northbound to accommodate fairgoers who wish to stay at the Fair until closing time. For more information on pricing and timing visit [the SMART Fair page](#).

*Exhibit P: County Fair Website (continued)*





## Exhibit P: County Fair Website (continued)



The screenshot shows the Marin County Fair website. The header features the text "OVER THE MOON" in a red, arched font, a small illustration of a cow jumping over a moon, and the main title "MARIN COUNTY FAIR" in large, red, outlined letters. Below the title, it says "Art ♦ Agriculture ♦ Community" and "July 3-7, 2019 marinfair.org". A navigation bar contains links: "THINGS TO DO", "COMPETITIONS", "ENTERTAINMENT", and "INFORMATION", followed by a search bar with a "Search" button. The main content area has a section titled "DIRECTIONS TO THE FAIR" in yellow. Below this, it states "THE MARIN COUNTY FAIR IS LOCATED AT:" followed by the address "10 Avenue of the Flags, San Rafael, CA 94903". A message with a bus icon says "Thinking of driving to the Fair? Try alternative transportation instead." and "Sorry, we were unable to determine your current location automatically." A red arrow points to this message. Below, it says "Your address is confidential and is not retained by the Fair." and "Enter your current address:" followed by a text input field and a "Display the Map" button.

**OVER THE MOON** **MARIN COUNTY FAIR**  
Art ♦ Agriculture ♦ Community  
July 3-7, 2019 marinfair.org

[THINGS TO DO](#) [COMPETITIONS](#) [ENTERTAINMENT](#) [INFORMATION](#)  [Search](#)

### DIRECTIONS TO THE FAIR

**THE MARIN COUNTY FAIR IS LOCATED AT:**

10 Avenue of the Flags  
San Rafael, CA 94903

Thinking of driving to the Fair? Try alternative transportation instead.

Sorry, we were unable to determine your current location automatically.

Your address is confidential and is not retained by the Fair.

Enter your current address:  [Display the Map](#)

## Exhibit Q: County Fair Social Media



**Marin County Fair**  
June 12 · 🌐

Did you know there are LOTS of ways to get to the Fair without your car??  
Check out our transit options! #marincountyfair

<https://www.marincounty.org/.../cs-fairtransportation-061219>



MARINCOUNTY.ORG

**Public Transport is Great Choice for County Fair**

All fixed-route bus and shuttle rides countywide will not cost a single cent during the 78th Marin County Fair, which starts Wednesday, July 3, and runs...

 5

5 Shares

 Like

 Comment

 Share



## Exhibit R: Print-At-Home Ticket Advertisements

	<p><b>MARIN CENTER BOX OFFICE</b>          10 Avenue of the Flags, San Rafael, CA          Phone: (415) 473-6800</p>
<p><b>Event Name</b>          Performance Name          Performance Date and Time</p> <p>Venue Name          Venue Address 1          Venue City, State Zip</p> <p>BillingName, Order ID: 123465, Ticket Qty: 1</p> <p><b>Test Section Row: A Seat: 4    Price Code    \$0.00</b></p>	
	 <div style="background-color: #333; color: white; padding: 10px; margin-top: 10px;"> <p><b>Ride Marin Transit for FREE to the Fair</b></p> <p>Marin Transit will provide FREE local transit rides county-wide on all Marin Transit fixed route and Connect services during the Fair between July 3-7</p> <p>Visit <a href="http://marintransit.org/fair" style="color: white;">marintransit.org/fair</a> to plan your trip</p> </div>
<p>Here are a few friendly reminders to make your experience at the Marin Center as smooth and enjoyable as possible:</p> <p>1. Arrive early to avoid traffic delays and for the best parking options</p>	
	

## Exhibit S: Marin IJ Advertisement

# WALK • RIDE • CARPOOL Transportation to the MARIN COUNTY FAIR



### Ride Transit to the Fair!

Leave your car at home and ride Marin Transit for FREE to the Fair. Marin Transit will provide FREE local transit rides county-wide on all Marin Transit Rapid route and Connect services during the Fair between July 2 & 7. Visit [marintransit.org](https://marintransit.org) for more information on routes and schedules.

\*Deje su coche en casa y viaje en transporte público gratis a la Feria. Marin Transit proporcionará viajes locales gratuitos en

todos los condados en todas rutas Rápido y en el programa Marin Transit Connect durante los cinco días de la Feria del 2 de julio hasta el 7 de julio de 2019. Visite <https://marintransit.org> para encontrar más información sobre rutas y horarios.

Fair guests can also ride Golden Gate Transit and the SMART train directly to the Marin County Civic Center campus. Make sure to check transit schedules for pricing and timing.

### Shuttle to the Fair!

Park your car at Marin Commons (7500 Los Gatos Drive, San Rafael) and take the Marin County Fair Shuttle to the Fairgrounds. Shuttle parking FREE; Shuttle rides \$2 per person (children under 4 ride free). 10am-11:30pm

### Bike to the Fair!

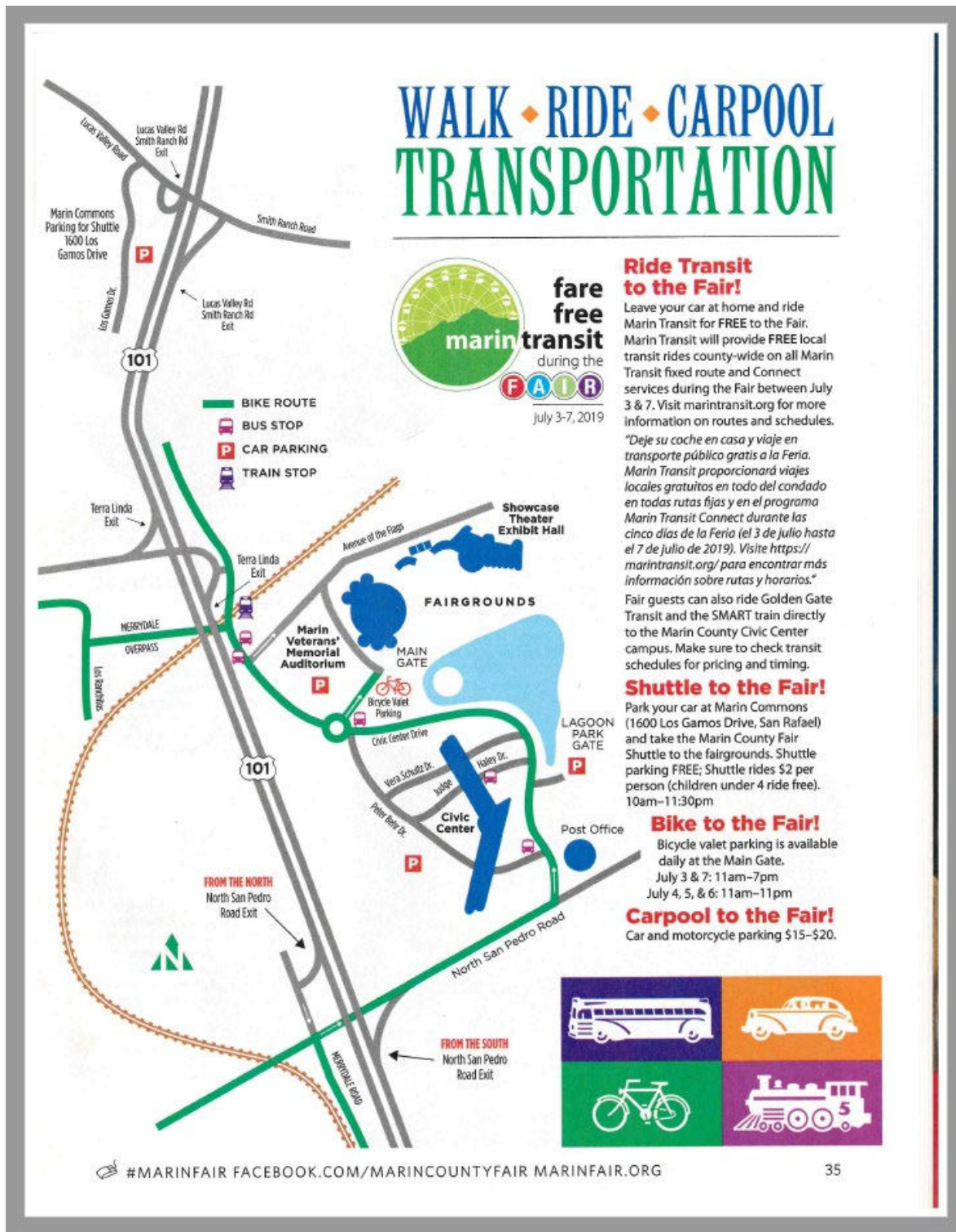
Bicycle valet parking is available daily at the Main Gate. July 2 & 7: 11am-7pm. July 4, 5, & 6: 11am-11pm

### Carpool to the Fair!

Car and motorcycle parking \$15-\$20.



## Exhibit T: County Fair Map<sup>1</sup>



<sup>1</sup> Featured as page in County Fair Magazine



711 grand ave, #110  
san rafael, ca 94901

ph: 415.226.0855  
fax: 415.226.0856  
[marintransit.org](http://marintransit.org)

October 7, 2019

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

**SUBJECT: Recommended Next Steps for Marin Transit Connect**

**board of directors**

Dear Board Members:

damon connolly  
president  
supervisor district 1

**RECOMMENDATION:** 1. Approve a second amendment to extend Agreement #171837 with Nomad Transit, LLC (Via) until June 30, 2020; 2. Direct staff to release a Request for Proposals (RFP) for technology to support a modified on-demand micro transit program; and 3. Approve budget amendment 20-02.

dennis rodoni  
vice president  
supervisor district 4

**SUMMARY:** Marin Transit Connect is an on-demand public transit service in Northern San Rafael that began operations in May 2018. Staff is requesting your Board's approval to make changes that will enable the District to continue to offer the service and refocus Connect resources on senior/ADA trips, specifically those requiring wheelchair access.

kate colin  
2nd vice president  
city of san rafael

judy arnold  
director  
supervisor district 5

**BACKGROUND:** Marin Transit has been testing on-demand public transit service in Northern San Rafael since May 2018. Marin Transit Connect is a unique partnership between Marin Transit, Whistlestop (WSW), and Nomad (Via). WSW is under contract to operate and maintain the service and an agreement is in place with Via for a technology platform that: 1) enables passengers to request rides in real-time and 2) dispatches drivers to fulfill these requests.

stephanie moulton-peters  
director  
city of mill valley

katie rice  
director  
supervisor district 2

Your Board originally approved a no-fee agreement with Nomad (Via) in November 2017 for a pilot beginning the following May. In January 2019, staff presented a six-month assessment of that service. In the report, staff indicated that initial implementation of the service required extensive software testing and training for both drivers and passengers. Staff established a second pilot phase beginning in January 2019 and presented a one-year evaluation in July 2019. The evaluation discussed results from the initial seven-months from May to December 2018 and the first five months under the new pilot from January - May 2019. This evaluation focused on

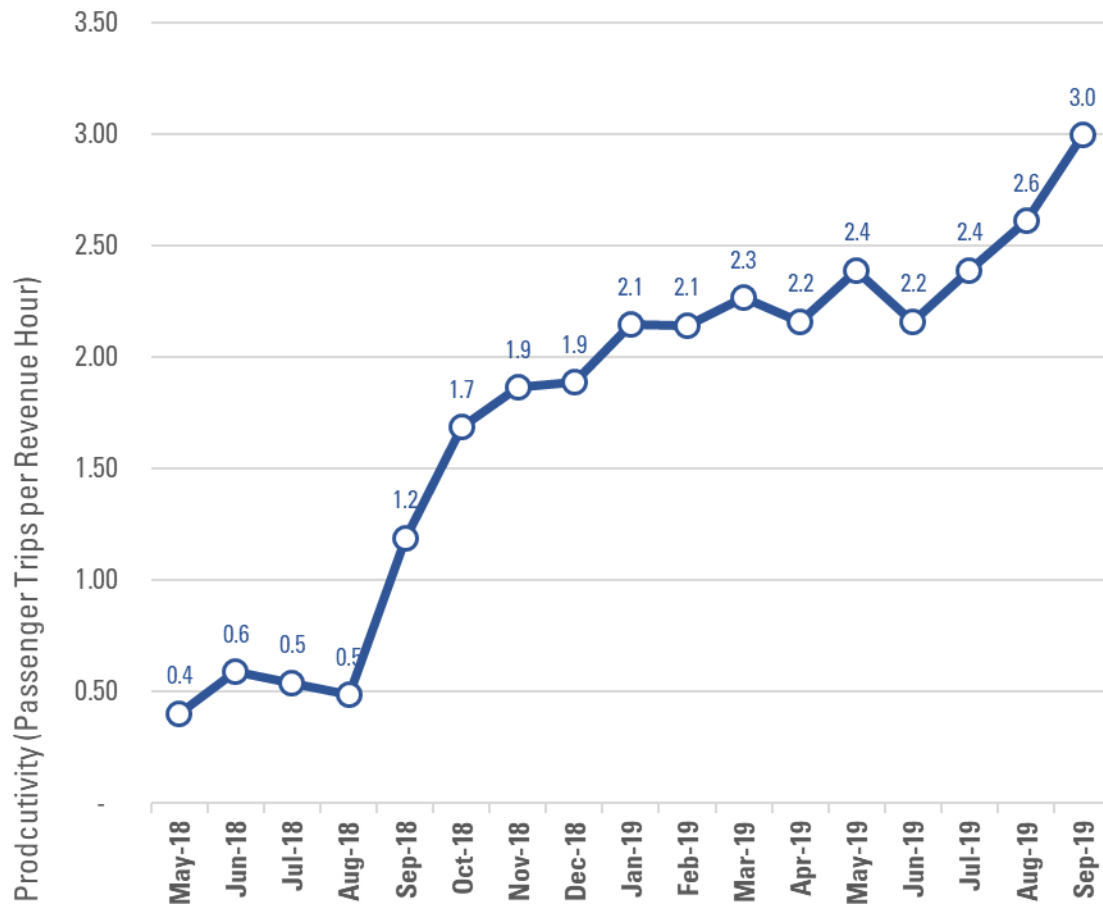
kathrin sears  
director  
supervisor district 3

eric lucan  
alternate  
city of novato

the performance of the program and identified considerations for staff to explore in advance of a formal recommendation, including:

- Evaluate consolidating the Connect and Catch-A-Ride services;
- Adjust fixed route services to target high demand origin/destination patterns;
- Examine the potential to increase fares and employer contributions to financially support the program and reduce the per public trip subsidy;
- Explore a new service delivery (operations & maintenance) option for the on-demand service; and
- Evaluate the potential for closer partnership with the Transportation Authority of Marin's (TAM) "GetSMART17" Lyft Partnership Program.

Since the July 2019 Board meeting, staff have continued to monitor the program, conduct analysis and discussions, and pursue actions related to these considerations. The figure below shows the continued progress in the program's productivity performance metrics, as measured in passengers per hour. While progress continues, the program significantly underperforms compared to the District-adopted targets of 4 passenger per hour and \$15.00 subsidy per passenger.





**NEXT STEPS:** Staff requests that your Board take a series of actions to continue testing of the service, extend the use of the current app technology until June 30, 2020, and pursue a longer-term technology partnership agreement through at least June 30, 2022.

To continue the current program beyond December 31, 2019, staff requests that your Board approve a second contract amendment with Nomad Transit LLC (Via) for use of the software technology through June 30, 2020. Extending the agreement will give staff time to complete a formal procurement and identify a long-term technological solution to support the service.

#### Extending the Existing Pilot Program to June 30, 2020

A six-month extension will allow staff to test another phase that will consider whether to adjust the fare policy and geographic boundaries. The intent of expanding the service area is to increase the number of senior/ADA trips, especially for those needing wheelchair access. Such changes will make the program more attractive for senior/ADA riders by extending service into Downtown San Rafael. This was the number one request from respondents to the user and non-user surveys conducted in Winter 2018/19. The new service area would include the San Rafael Transit Center and approximately three surrounding blocks.

Staff will also consider fare policy changes to maintain service quality and accommodate additional destinations without significantly increasing service supply (hours or vehicles). These changes may include moving from a flat rate fare structure to a distance-based fare structure and removing discounts for trips to/from transit stops as well as the monthly pass option. Staff expect that senior/ADA riders will continue to receive a discounted fare.

These changes will make the fare prices more comparable to other shared ride on-demand services in the county, such as Uber and Lyft, and taxi options. Staff anticipates that the changes will potentially shift some general public ridership demand from Connect to these other services. As a result, the District estimates limited program expansion will be needed (i.e., add vehicles, drivers, and more service). Connect service will focus primarily on providing senior/ADA trips. The Connect will remain an option for the general public for first/last mile commuters and others with transportation needs in the service area. Staff will return to your Board for approval before advancing any changes to the Connect fare policy.

#### Service Concept for Next Phase (After July 1, 2020)

To continue the service beyond the pilot phases, the District will conduct a competitive procurement for the technology. This will require one of two outcomes: 1. Your Board adopts the program after a public hearing process and a Title VI analysis; or 2. Your Board approves another pilot program. Staff proposes to release an RFP this October to identify available technology solutions to support Connect operations and serve the targeted ridership markets. The District will continue to contract separately for Connect operations and vehicle maintenance and Call Center and Dispatch support. As requested in the RFP, the technology will facilitate trip requests, booking, and delivery between the rider and drivers. It is anticipated that the selected technology will continue to provide similar features to the current service through a smartphone app, integrated payment, real-time alerts, and user trip tracking.

Staff will strive to refocus resources and subsidies towards seniors and persons with disabilities in the current and future Connect-type program. Staff will refine the exact service area limits during a procurement and negotiation process. However, the District plans to significantly expand the geographic coverage to meet the travel needs of senior/ADA riders.

Staff recognize that many current riders are SMART commuter rail passengers who use the service as a first or last mile connection to their employment sites in Terra Linda. Near-term pricing proposals will likely require these riders to pay higher fares compared to current rates. They will continue to have equal access to the service. The RFP process will evaluate whether a future technology solution can leverage other on-demand mobility options to support these first and last mile connections provide them as a service option within the app. These may include other shared mobility services such as taxis, TNCs, or bikeshare. Marin Transit is also in ongoing discussions with TAM to identify opportunities to coordinate or consolidate the Connect program and TAM's Lyft \$5-off program for first and last mile connections to SMART stations - GETSMART17. TAM will join the RFP effort and evaluate whether to include their voucher program for travel to and from SMART stations in a future technology solution.

### Projected Timeline

The following is an estimated timeline for completing the actions requested above and transitioning the current program to a next phase.

- **October 2019:** Board considers request to extend current VIA agreement and release an RFP for an On-Demand Technology Solution to support future operations. If approved, staff will release the RFP in coordination with TAM and initiate stakeholder discussions on Connect fare policy changes.
- **November 2019:** RFP out to bid.
- **December 2019:** RFP responses due. Staff requests Board approval for fare policy changes to Connect. If approved, begin outreach to riders.
- **January 2020:** Marin Transit and TAM evaluate RFP responses. If approved by your Board, implement new Connect fare policy changes and geographic area changes.
- **February 2020:** Board considers approval of agreement for On-Demand Technology Solution.
- **March - June 2020:** Staff implement selected On-Demand Technology Solution.
- **July 1, 2020:** Next iteration of "Connect" service begins.

**FISCAL/STAFFING IMPACT:** Staff requests that your Board approve a second amendment to Agreement #171837 with Nomad Transit, LLC (Via) to continue use of the current technology until June 30, 2020, at a cost not to exceed \$29,000. Under this amendment, Via will conduct additional development work required to expand the service area and provide an additional six months of support service on the technology.

Via provided the technology free of charge in the initial agreement. The first amendment extended the agreement at a cost not to exceed \$25,000 for an additional six months from July-December 31, 2019. The first amendment was within the General Manager's approval authority. Combined, the two amendments will increase the total value of the contract with Via by \$54,000.

Budget amendment 20-02 will increase the Marin Access software budget by \$25,000. This expenditure is eligible for Measure B vehicle license fee funds.

There is no staffing impact associated with this item.

Respectfully submitted,

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

Robert Betts  
Director of Operations and Planning

Attachment: Amendment #2 to Agreement with Nomad Transit, LLC (Via)



MARIN DEPLOYMENT SERVICE ORDER<sup>1</sup>**1. Purpose; Scope**

By this service order (the “**Order**”), NoMad Transit LLC, a Delaware company with its principal office located at 95 Morton Street, Floor 3, New York, New York 10014 (“**Via**”), and Marin Transit (“**Customer**”) agree to collaborate towards the operation by Customer of a deployment (the “**Deployment**”) in a geographic area in San Rafael for at least 6 months following launch thereof.

**RECITALS**

WHEREAS, the Customer and Via entered into an agreement on April 29, 2017, for Master Terms and Conditions for the License of the Via Solution and Support Services “Agreement” (#171837); and

WHEREAS, the Customer and Via executed a First Amendment to the Agreement extending the term for an additional six months from July 1, 2019 – December 31, 2019 and increased the amount of the agreement not to exceed \$25,000; and

WHEREAS, the Customer and Via now desire to amend the Agreement to extend the term for an additional six months from January 1, 2020 – June 30, 2020. After the initial six month period, the Customer and Via may elect to extend the agreement on a per month basis; and

NOW, THEREFORE, IT IS AGREED:

1) Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect; and

For purposes of the Deployment, Via will provide (in accordance with and subject to the Terms):

- (a) The use of the standard Via Solution, comprised of:
  - Via’s fully localized dynamic vehicle routing and real-time passenger aggregation system
  - Downloadable Marin Transit-branded (or such alternative brand as advised by the Marin Transit) rider iOS and Android apps, including a pre-booking option – co-branding as “powered by Via” in a prominently displayed banner headlined by the service name/logo elected by Marin Transit
  - iOS and Android driver apps
  - Backend administration tools
  - Ongoing technical, operational, and marketing support, as specified below
  - Analytics tools and reporting, as specified below
- (b) The following Support Services:
  - i. Ongoing Services following the fourth week after launch of the Deployment, which are included in the Fees up to the amounts set forth below:

<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning set forth in the Master Terms and Conditions for the license of the Via Solution signed by Via and Marin Transit (the “Terms”).

Ongoing Services	Description	Amount
Operational Support and System Adjustments	<ul style="list-style-type: none"> <li>• <b>Virtual bus stop architecture and map maintenance:</b> Maintenance and update of optimal pickup points, road closures, and algorithm adjustments</li> <li>• <b>Fleet optimization and essential service adjustments:</b> Dynamic and predictive routing, pricing changes</li> </ul>	Up to 10 hours/month
Expert Consulting Services	<ul style="list-style-type: none"> <li>• <b>Marketing and growth:</b> Including help setting up complex promotions, adjustment of existing flows, review and assistance for third-party marketing tools included in Via's marketing tech stack, as applicable</li> <li>• <b>Operations:</b> Including supply optimization analysis, payment &amp; fraud investigation, and business case/unit economics analysis</li> <li>• <b>Service expansion:</b> Including feasibility analysis for expansions in service or additional on-demand projects</li> </ul>	Up to 5 hours/month
Data Sharing	As set forth in Appendix 1	N/A
Automatic product upgrades	Receive regular software updates	N/A
Cloud hosting and third-party tools	Amazon Web Services, Twilio, analytics and communications software tools	N/A
Tech Support and Maintenance**	Dedicated customer success Via point of contact based in New York City will use commercially reasonable efforts to respond within one business day for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance both during and outside of the normal hours set forth above.	No maximum

Via will use commercially reasonable efforts to notify Customer if Customer is within 1 hour of exceeding capped hourly limit on Product Maintenance and/or Consulting Services.

\*\* At the start of the project, Via will direct Customer towards the relevant CRM tools to log categories of requests. In order to trigger a Product Maintenance request, requests for product maintenance must contain detailed information about the nature of the request. Specific information regarding request type will be provided to Customer at commencement of project.

In accordance with the Terms, all fees set forth herein are exclusive of any applicable taxes, and are payable within thirty (30) days of receipt of invoice. All fees are shown in US dollars.

Customer will operate and manage the Deployment as set forth in the Terms, cooperate with Via in all respects and support Via's team by providing any useful local insights. Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via's inquiries, in order to meet mutually agreed upon deadlines.

## **2. Duration**

The Deployment shall be for a duration of 6 months starting on January 1<sup>st</sup>, 2020, subject to extension by mutual agreement on a month-by-month basis on terms to be agreed (keeping the fees the same).

## **3. Fees**

Customer shall pay to Via the following Fees:

<b>Fee Category</b>	<b>Amount</b>	<b>Invoicing Terms</b>
Installation Fee	\$0	
• First installment	50% (\$0)	Payable upon signing of this Order
• Second installment	50% (\$0)	Payable upon launch of the Deployment
Zone Expansion <sup>2</sup>		
• Deployment	<del>\$8,000</del> (discounted) \$4,000	Payable in the first billing month
Monthly Fees	\$3,750 (minimum for 6 months)	
• Vehicle Fees	\$3,750 per month for 5 vehicles maximum	Invoiced monthly by Via
• Per-Ride Fees	<ul style="list-style-type: none"> <li>○ \$0.20 per ride for to the first 1,000 rides; and</li> <li>○ \$0.15 per ride for rides 1,001 and above.</li> </ul>	Invoiced monthly by Via
<b>Total for 6 months</b>	\$22,500 (minimum excluding additional vehicles, new service zone, per ride fees, Fees for any Additional Services, and travel expenses) \$29,000 maximum	

For the avoidance of doubt, (i) the number of rides for purposes of the above fees shall be the number of riders for whom a ride is booked in the Via Solution, (ii) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input by Customer that use the Via Solution on any given day over the course of the applicable calendar month and (iii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be pro-rated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via Solution was available to be used for the Deployment.

## **4. Branding**

<sup>2</sup> Map included in Appendix 2

The Deployment will be branded as Marin Transit Connect powered by Via. The “powered by Via” banner must be used only in the exact format provided by Via, and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The “powered by Via” banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

### **5. Marketing and Communications Planning and Execution**

Customer will maintain a high level of communication across its own Marketing and Communications/Public Relations teams, and the corresponding Via teams.

Customer and Via will work together in good faith on press announcements relating to the Deployment. This will include a joint press release to be reviewed and approved by both parties in advance of launch and/or service announcements. In the event it receives any inbound press reach out relating to the Deployment, Customer will notify Via if it has spoken to or will be speaking to media. The Partner will direct any questions specifically about Via or the Via Solution directly to the Via Press Office.

Customer shall work collaborate with Via in good faith toward the creation by Via of case study relating to the Deployment, including by providing relevant information and quotes from relevant personnel.

### **6. Terms and Conditions**

This order shall be governed by the terms and conditions set forth in the Master Terms and Conditions for the license of the Via Solution signed by Via and Marin Transit (the “Terms”).

### **7. Relationship Managers**

- Via: Zachary Wasserman; additional Expansion Team members designated by Via (the “**Via Manager**”)
- Customer: Nancy Whelan (the “**Customer Manager**”)

<b>VIA: <u>NOMAD TRANSIT LLC</u></b>	<b>CUSTOMER: MARIN TRANSIT</b>
_____ AUTHORIZED SIGNATURE	_____ AUTHORIZED SIGNATURE
_____ PRINTED NAME	_____ PRINTED NAME
_____ TITLE	_____ TITLE
_____ DATE SIGNED	_____ DATE SIGNED

## Appendix 1 to Service Order

### Data Sharing

#### Authorized Users - Contract

The below exhibit sets forth the members of the Customer's "Core Team" who are designated authorized users of the Via Solution and Deployment data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms.

#### **Exhibit 1.**

Core Team	
Title	Name
[Customer to fill out]	[Customer to fill out]

#### Data Sharing Plan - Appendix

As part of the Deployment, Via will make below data available to members of the Customer's Core Team, for the purpose of research and program evaluation. The data to be shared will be uploaded to a Tableau server and protected by Via's VPN. Each of the individuals listed as members of the Core Team will be provided their own Tableau and VPN credentials. Access to the Tableau server will be available through the VPN only and might require appropriate software to connect. Underlying data may not be shared through any other method. The data is considered trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Terms.

To protect Via's intellectual property and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated Tableau reports that will be provided for Customer's access. These reports will be refreshed daily. The reports are aggregated, deidentified and do not include any personal information of Riders.

Section A: STANDARD REPORTING SET		
Dashboard	Data Point	Level of Detail
Rides Data <i>Key data for each completed ride</i>	rider ID	completed ride; FUNC-SHA1 hashed
	request origin lat/long	completed ride; truncated to 3rd decimal place
	pickup date + time	completed ride; truncated to minute
	request destination lat/long	completed ride; truncated to 3rd decimal place
	dropoff date + time	completed ride; truncated to minute
	number of riders	completed ride

	ride distance (miles)	completed ride
	ride duration (minutes)	completed ride
	fare paid	completed ride
	WAV	completed ride
Mileage and Sharing <i>Aggregate vehicle mileage &amp; sharing data by week</i>	service time (hours)	week
	revenue time (hours)	week
	service distance (miles)	week
	revenue distance (miles)	week
	% of shared bookings	week
	bookings / loop	week
Quality of Service Trends <i>Summary of rides and quality of service</i>	completed rides	week
	avg. ride distance (miles)	week
	avg. ride duration (minutes)	week
	utilization	week
	active drivers	week
	driver hours	week
	ETA	week
	on-time pickup %	week
	completed ride %	week
	pickup request locations (by polygon)	week

	dropoff request locations (by polygon)	week
	top 5 pickup request intersections	week
	top 5 dropoff request intersections	week

In addition to the above data, Via provides the following dashboards as part of its SaaS offering to support Customer's operation of the Deployment:

Section B: STANDARD SAAS REPORTING SET		
Dashboard	Data	Level of Detail
City Operations Dashboard <i>Detailed ride and quality of service statistics per day and hour</i>	completed rides	day; hour
	cancelled rides	day; hour
	admin cancelled rides	day; hour
	no-showed rides	day; hour
	reassigned rides	day; hour
	utilization	day; hour
	aggregation	day; hour
	unsessionized FTTG	day; hour
	bookings by pax count	day
	% late / % very late	day
	ride duration	day
	ETA	day; hour
	ETA error	day; hour
	city vs. airport rides	day; hour
	requests	day; hour
	unsessionized unmet demand	day; hour

	sessionized unmet demand	day
	unique riders	day
	acceptance rate	day
	shifts	day
	unique drivers	day; hour
	supply hours	day
	"seat gones"	day
	avg. pickup walking distance	day
	rides w/pickup walking distance > 200m	day
	avg. dropoff walking distance	day
	rides w/dropoff walking distance > 200m	day
	rider app failures	day
	feedback rate	day
	rides with feedback	day
	unique riders with feedback	day
	rating stars distribution	day
	# of ratings by label	day
	payments by type	day
	rider signups	day
	avg. terminal wait time	day
	offroutes / ride hour	day
	drivers by app version	day

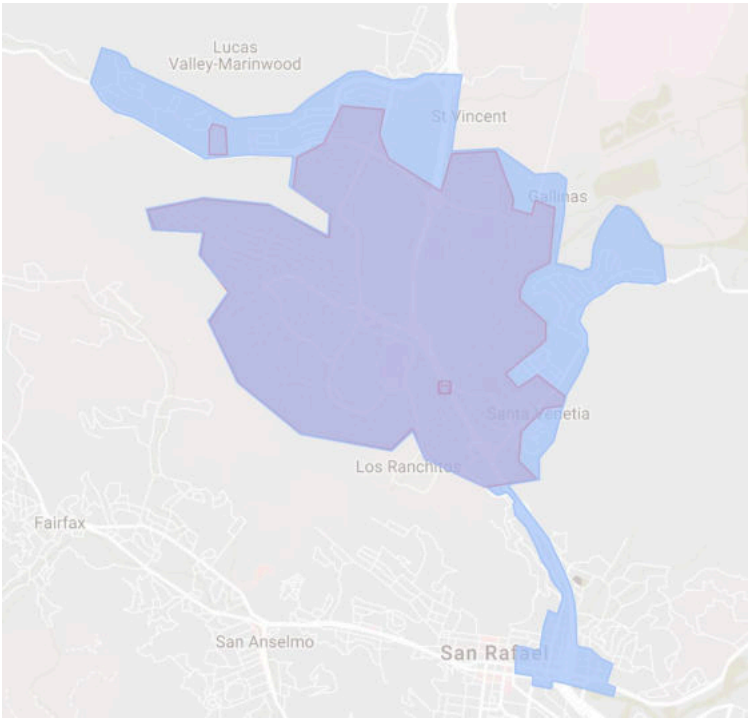


	driver signups	day
Driver Report <i>Ride-level data for driver monitoring</i>	rides	driver
	completed rides	driver
	completion %	driver
	ETA	driver
	actual duration	driver
	ETA error	driver
	offroute/hour	driver
	ride status	ride
	ride ID	ride
	accepted time	ride
	pickup ETA time	ride
	pickup time	ride
	dropoff time	ride
	offroute	ride
	planned duration	ride
	actual duration	ride
Locations Dashboard <i>Pickup/drop-off; app launch heat maps</i>	Pickup/drop-off request locations	Truncated to 3rd decimal place; categorized by request status
	Pickup/drop-off request locations	Truncated to 3rd decimal place; categorized by request status

Whitelist Point Dashboard <i>Whitelist point KPI's for monitoring  and highlight poor QoS</i>	WLP "Score"	WLP; hour; day
	no-show rate	WLP; hour; day
	cancel rate	WLP; hour; day
	ETA error	WLP; hour; day
	wait time	WLP; hour; day
	rides	WLP; previous week
Cumulative Passenger Count <i>Cumulative riders by hour, today  vs. previous days</i>	cumulative riders	hour; day; total

Appendix 2 to Service Order

Zone Expansion



New Zone  
Existing Zone



711 grand ave, #110  
san rafael, ca 94901

ph: 415.226.0855  
fax: 415.226.0856  
[marintransit.org](http://marintransit.org)

October 7, 2019

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

**SUBJECT: FY 2020-2029 Short Range Transit Plan Service Plan and Financial Outlook**

**board of directors**

Dear Board Members:

**RECOMMENDATION:** Discussion item.

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

**SUMMARY:**

Every two years Marin Transit updates the Short Range Transit Plan (SRTP), the ten-year operating, capital, and financial plan that guides the District's transit priorities and investments. At your Board's September 9, 2019 meeting, the Board adopted a recommended fare policy for possible implementation in July 2020 and inclusion in the upcoming SRTP. At the October 7, 2019 meeting, staff will present the ten-year financial outlook and discuss the draft SRTP service plan assumptions and recommendations.

Based on feedback from your Board, staff will finalize the Draft SRTP for public comment and expected to present an updated draft to your Board on November 4, 2019. At that meeting, staff will request that your Board set a public hearing for the December meeting. Following the public hearing and outreach process, staff will bring a final SRTP to your Board for consideration and adoption in January 2020.

**Service Plan**

The Service Plan is Chapter 3 of the SRTP and highlights anticipated changes in the fixed route and demand response programs over the ten-year planning period. As in previous plans, staff assumes there will be very little growth in the District's fixed route services (+1%) and a relatively significant amount of growth (+19%) in the demand response programs that primarily serve older adults and persons with disabilities. There are two primary contributors to this pattern: 1. Marin County's population will continue to age, leading to a higher percentage of older adults compared to all other age groups; and 2. The District is required to provide complementary paratransit service for those who are unable to use the fixed route services that will continue to meet those needs into the future. Below staff has provided a summary of changes by service typology that staff plan to include in the updated Service Plan.

### Local Fixed Route and Community Shuttle Services

Marin Transit significantly expanded local fixed route services in 2016 (+19%). Since then, staff have made incremental changes to address underperforming route segments. Fixed route service levels are planned to remain constant throughout the ten-year horizon though staff is considering several changes. These include:

- **Increasing service on the routes serving the Canal to account for losses in seat capacity from the transition of articulated buses to standard 40' coaches.** Staff expects this change in the first year of the plan and will impact Routes 23x, 29, and 35. This change will provide service frequencies every 8-10 minutes within the Canal during weekday peak hours. Current frequencies are every 15 minutes using articulated buses.
- **Reallocating hours from underperforming routes or route segments to increase frequencies on higher ridership routes or create potential new routes.** Staff expects to reduce service on Routes 22 and 35 (operating between Northgate and Novato). Staff expects to increase service on Route 257 with weekend service and changes within Novato and on Route 23 (Fairfax to Canal). Staff is also considering a new route to serve the San Rafael-Northgate-Kaiser corridor. Targeted improvements will increase service frequencies to every 8-10 minutes in the corridors along east-west 4<sup>th</sup> Street/Miracle Mile between Downtown San Rafael and San Anselmo and Downtown San Rafael to Northgate/Civic Center.
- **Reassigning route segments and establishing alternative stops to make routing more efficient and reduce travel times for riders.** The two most problematic areas staff will focus on are Routes 17 and 22 stops near Strawberry Village and the San Anselmo Hub. Staff is also considering reassigning service to Strawberry from Route 17 to Route 36. To address congestion at the San Anselmo Hub, staff is considering an alternative stop along Sir Francis Drake south of the hub and relocating Routes 22 and 122 service to the alternative stop.
- **Exploring new shuttle services to support on-demand ridership markets served by the Novato Dial-A-Ride.** Following a detailed assessment of Novato Dial-A-Ride (DAR), staff will consider whether changes are needed to the DAR and/or local fixed route services provided by Routes 251 and 257 to better meet demand. Staff will also explore a new service to the Marin Community Clinic on Redwood Blvd.
- **Identifying improvements in connections to Regional High Capacity Transit Networks (SMART and Golden Gate Ferry Services).** SMART staff plan to increase service frequency, and SMART will open two new stops at Larkspur and Downtown Novato in the next three to six months. Marin Transit staff are planning to extend Route 49 to connect to the San Marin/Northern Novato SMART station starting in December 2019. Additional service frequencies to/from the San Rafael Transit Center will increase the quantity and quality of connections with the new SMART schedules. Staff will consider other changes to the fixed route network to facilitate connections without impacting existing ridership markets. Staff is exploring Route 29 changes to connect Downtown Larkspur to the Larkspur Landing Ferry and SMART station. For service at the Civic Center station, staff will evaluate shuttle Routes 245 and 257 for modifications that may serve the station and connect to employment markets in Terra Linda. For the Hamilton Station, staff will evaluate Routes 251 and 257 for modifications to serve the

station and connect to employment markets in Bel Marin Keys. In addition, staff will explore the possibility of expanding the geographic area served by Marin Transit Connect to include additional SMART and ferry stations.

#### **Recreational Services (Route 66/Muir Woods Shuttle)**

Since the last SRTP, the Muir Woods Shuttle was successfully converted to a year-round schedule to support the National Park Service's advance reservation ticketing program. Starting in FY 2017/18, the year-round operation led to a 37 percent increase in annual service levels. The ten-year forecast for this service does not anticipate any additional growth above current service levels.

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

Marin Transit increased Stagecoach revenue service hours by 38 percent in June 2014. The proposed ten-year forecast for Stagecoach services includes a small expansion of Route 61. While additional study is required, staff observations currently indicate this route will benefit from added weekday and peak weekend service to accommodate high ridership demands. Changes on this route are estimated to occur starting in second year of the SRTP.

#### **Supplemental School Services**

Over the past two years, Marin Transit has incrementally expanded service in the Supplemental program. Most recently, the District purchased two additional expansion vehicles placed into service to address overcrowding issues on existing services in August 2019. Additional growth in these services requires additional vehicles, which is not assumed in the SRTP Capital plan. The ten-year service plan does not assume any additional growth in this program.

#### **Yellow School Bus**

The District has expanded its role in providing and supporting yellow bus programs countywide since 2015. Passage of Measure AA increased the share of local sales tax funding dedicated to home-to-school transportation programs, including yellow school bus. Your Board approved new financial allocations of up to \$600,000 annually to five existing programs in Spring 2019. Combined with Marin Transit's other commitments to student transportation, the total amount of dedicated funding exceeds the Measure AA requirement. These additional investments will help sustain existing programs and potentially allow for expansion. However, the District will not increase the amount of contracted services it provides on behalf of Ross Valley School District or increase contributions to other school programs over the ten-year plan.

#### **Demand Response Services**

Demand Response services include paratransit, dial-a-ride, catch-a-ride, Connect, and volunteer driver programs. Staff expects that service on these programs will increase significantly over the ten-year plan (+19%). This forecasted growth is based on historic trends and anticipated changes in demographics and rider demand. Paratransit is the only service required under the Americans with Disabilities Act (ADA) and will account for most of the anticipated growth.

The service plan assumes Marin Transit will operate approximately 8,500 annual hours of increased service in each of the plan's first three years. This service will include continued testing and piloting of new on-demand service models for demand response services to serve older adults and those with disabilities. Staff will evaluate the results of these pilots alongside the performance of Novato Dial-A-Ride, Catch-A-Ride and Volunteer Driver programs. Staff assumes that starting in year four of the plan, service levels will return to levels consistent with current annual increases. Due to uncertainties in the pilot program and its impact on ADA paratransit services, staff is uncertain how the annual hours will be allocated between demand response programs in future years. While the SRTP assumes growth in these services, it does not specifically assign that growth to an individual program.

### **Financial Plan**

Since the last SRTP, there have been significant changes in Marin Transit's local and State operations funding. Overall, Marin Transit continues to be in a strong financial position. The major revenue changes are sales tax revenue extends through the entire plan period at a lower annual amount, particularly for capital projects and there is increased state funding for operations and capital projects.

As discussed in the FY2019/20 Budget presentation, the Measure AA local transportation sales tax reauthorization in November 2018 extended the life of Measure A and provides significant funding for Marin Transit throughout the SRTP ten-year plan. This baseline funding is critical for ongoing transit operations.

Structural changes between the sales tax measures will lower the annual amount of sales tax funding available for Marin Transit. This is evident by comparing the six years of remaining sales tax funding in the prior SRTP based on projections in the Measure A strategic plan to the funding projections in the Transportation Authority of Marin's (TAM) strategic plan for Measure AA. The comparison shows that Marin Transit will experience a total decrease of \$8.1 million in the first six years of the plan. The drop in anticipated funding will be offset by the return of \$3.2 million in Measure A reserve funding, contingent on a TAM Board action. With the return of these reserves, the sales tax revenue decrease will be five percent or approximately \$5 million.

The decrease in funding impacts individual categories differently. Marin Transit receives local sales tax funding in specific categories, and the percentage allocations have changed between the two measures. The funding available for Bus Transit Facilities, or capital investments, drops most significantly. This is due to a lower allocation percentage combined with the lower overall funding. Marin Transit worked with TAM on the development of Measure AA and anticipated some of the decrease in capital funding. Staff anticipated new state funding from the gas tax increase (SB 1) that will be available to backfill local match funding for replacement vehicles. Other discretionary projects have been reduced or delayed in the Capital plan, such as bus stop improvements.

### **Capital Financial Plan**

The Capital Financial Plan continues to prioritize maintaining a sufficient fleet of transit vehicles. The new plan also anticipates the conversion of the fleet to all-electric buses, as presented to



your Board in 2018. Seventy-two percent of Marin Transit's ten-year capital costs are for vehicle replacements.

Marin Transit's other significant capital need is a facility for bus maintenance and vehicle parking. The capital plan includes a \$6.5 million project to purchase of right-of-way. It also includes an active \$4.4 million federal discretionary grant, a \$3 million project for a yellow bus parking facility, and an \$8 million project for construction. While significant, funds committed to these projects may not be enough to meet the goal of a District-owned maintenance facility for fixed route and demand response services and sufficient vehicle parking for all services.

Federal funding is primarily available for 82 percent of vehicle replacement costs. Local and state funding provides the 18 percent match for vehicle replacements, the costs of expansion vehicles for paratransit service, and on-going bus stop maintenance and improvement costs.

The major available local and State funding sources include:

- State Transit Assistance – State of Good Repair: Marin Transit receives about \$250,000 by formula to maintain and replace assets. The plan dedicates these funds to provide the local match for vehicle replacements.
- State Cap and Trade Funding – Low Carbon Transit Operations Program (LCTOP): Marin Transit receives about \$500,000 per year by formula for operations or capital projects that reduce greenhouse emissions. The plan programs these funds to provide the local match to purchase all-electric vehicle replacements under the District's zero-emission vehicle plan.
- Measure AA Local Sales Tax Funding: Marin Transit receives about \$650,000 per year, down from \$1 million per year under Measure A. The District primarily uses this funding for the local match for vehicles, bus stop maintenance, and major vehicle repairs and to purchase paratransit expansion vehicles. The lower amount of sales tax funds reduces the funding available for discretionary capital projects such as passenger shelters, bus pads, and other bus stop improvements. Marin Transit will continue to work with cities and other jurisdictions to evaluate needs and identify other funding sources.
- Capital Reserve: Currently, Marin Transit has a capital reserve of \$13.7 million in property tax funds. The plan expends \$11 million of this reserve for maintenance and parking facilities and \$1.1 million for the local match for replacement vehicles. The need to expend reserves on the local match reflects the years when funding from Measure AA and the State will be insufficient. The plan transfers the final \$1.6 million to the operations reserve to balance the operations plan.

### **Operations Financial Plan**

There is financial capacity in the first two years of Marin Transit's operations plan. Marin Transit's operation reserves are currently fully funded, and FY2020/21 operations revenues exceed anticipated operations expenses. The draft service plan uses some of this capacity for three purposes: adjust fare policy, provide funding for two additional years of Transit Connect or another on-demand service, and backfill the decline in sales tax funding. Under Measure AA, sales tax funding for yellow bus service is in a separate sub-strategy and the operations plan includes pass-through funding to external agencies to support the operation of existing yellow bus programs.

The District's operations contracts are the majority of the District's expenses (78%). The four major contracts are with Golden Gate Bridge Highway & Transportation District, Marin Airporter, MV Transportation, and Whistlestop. Marin Transit will need to re-bid these contracts in years three and four of the SRTP plan period. The financial plan projects eight percent cost increases associated with new contracts that will outpace projected revenue growth. Some contract hourly rates may not increase if the District is able to secure an operations and maintenance facility.

The financial plan includes the draft service plan recommendations described above and the proposed fare changes your Board reviewed in September 2019. The projected increase in contract operations costs results in a projected steep decline in operations reserves in the last seven years of the plan. Starting in the third year of the plan, staff expects annual operations expenses to exceed annual revenues and the District's operations reserve declines rapidly thereafter. For the purposes of the plan, Marin Transit will need to ensure the final projected operations reserve balance is not below \$0 for any year of the ten-year plan. Currently, staff is transferring \$1.6 million in capital reserve funds to operations in the final plan year to balance the operations plan. With additional refinements to the financial plan, staff may adjust this reserve transfer to maintain a positive operations reserve balance in the final SRTP.

**FISCAL/STAFFING IMPACT:** There is no financial impact associated with this item.

Respectfully submitted,



Robert Betts  
Director of Planning and Operations

Lauren Gradia  
Director of Finance and Capital Programs

Attachment: Marin Transit SRTP Board Presentation



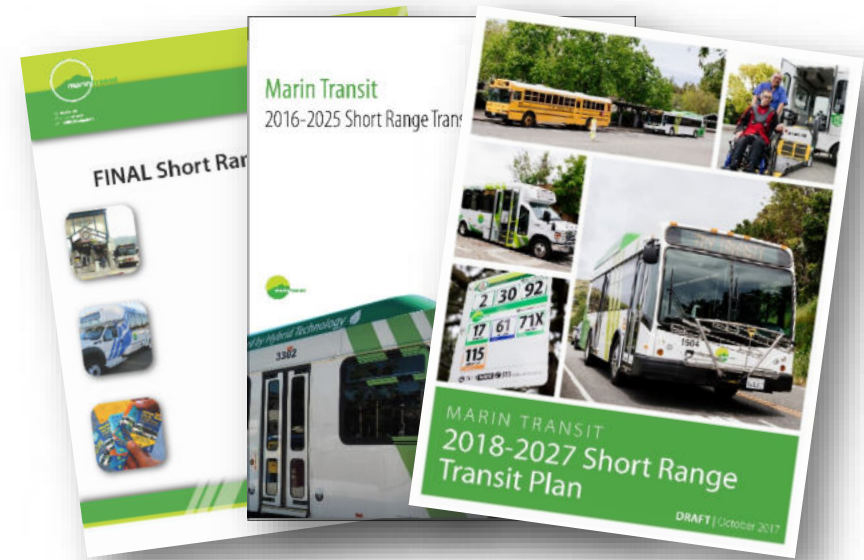
# **Marin Transit SRTP Presentation**

## **Service, Capital, and Finance Plan Overview**

Marin Transit Board of Directors

October 2019

- Agency Challenges / Opportunities
- Outline 10-year Service Plan Outlook
  - Fixed Route
  - Yellow Bus
  - Demand Response Programs
- Discuss Financial Outlook
  - Updates and changes since 2018 SRTP
- 10-Year Capital Plan
  - Equipment and Facility Assumptions



- Lack of permanent facilities limits program growth and impacts financial and operational stability
- Ability to attract and retaining labor
- Providing cost-effective transportation for Special Needs Populations
- Transit's priority in Marin County's transportation hierarchy
- Keeping pace in a rapidly changing transportation environment



- Funding certainty from future revenues (Measure AA)
- Diversification of services
- Controlling costs through competitive procurements
- Regional transit expansion and new non-motorized program synergies
- Congestion relief through student transportation services
- Partnering with the private sector to increase and enhance mobility



# Service Plan



# Fixed Route Service Plan Goals



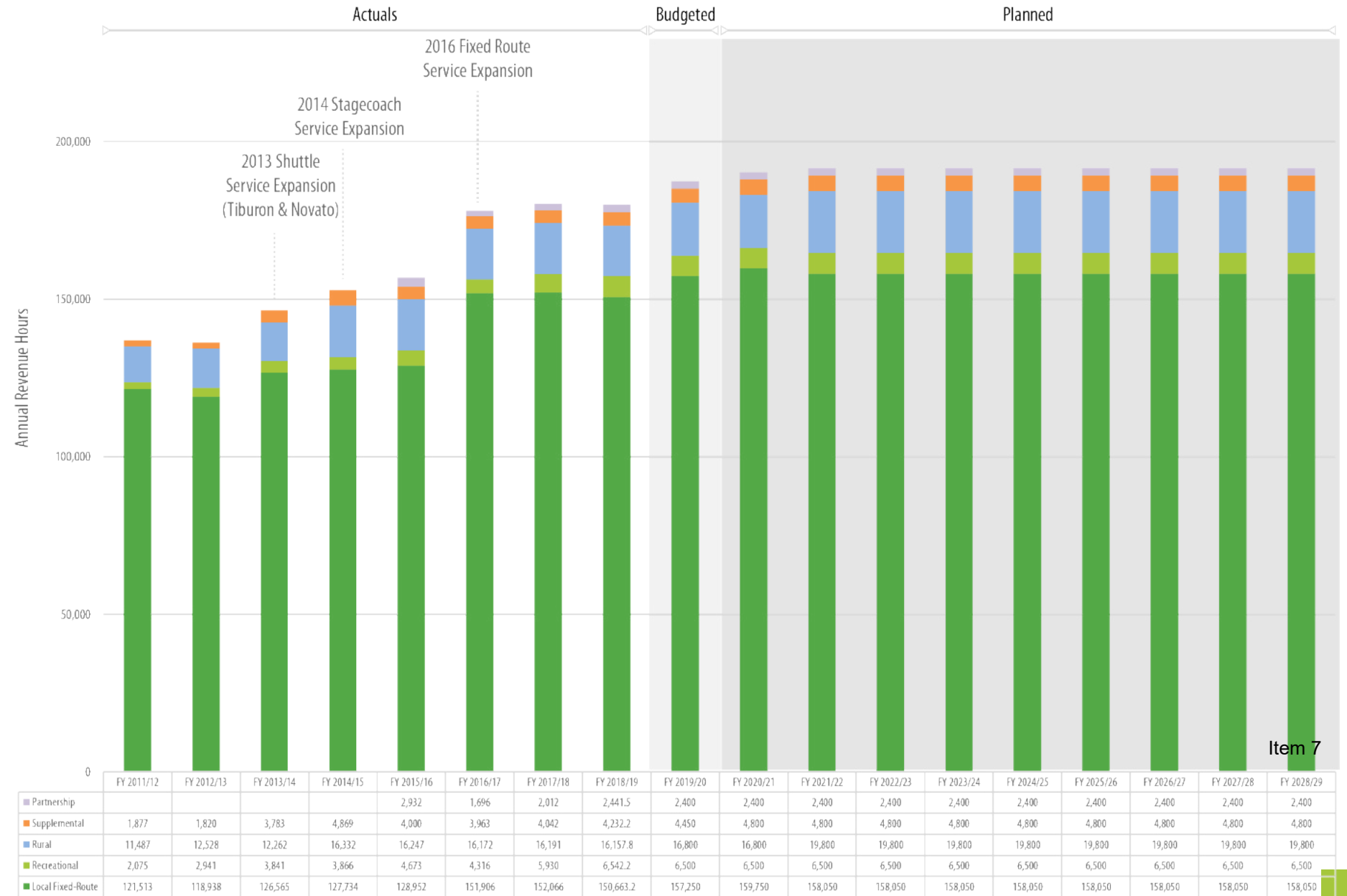
- Increasing weekday, peak hour service frequency within the Canal
- Reallocating hours from underperforming routes to increase service frequencies on priority corridors

	Weekday Peak		Weekend / Off-Peak
Current	15 min	30 min	60 min
Proposed	8-10 min	15 min	30 min

- Create more efficient routing to reduce travel times for riders
- Improve connections to SMART and Golden Gate services



# Fixed Route Service Levels



# Yellow Bus Service Plan Goals



- Sustain current programs
- Assumes no change in annual funding/service levels
- Expand to other “high demand” schools if a maintenance/parking facility is established and achieve cost-efficiencies



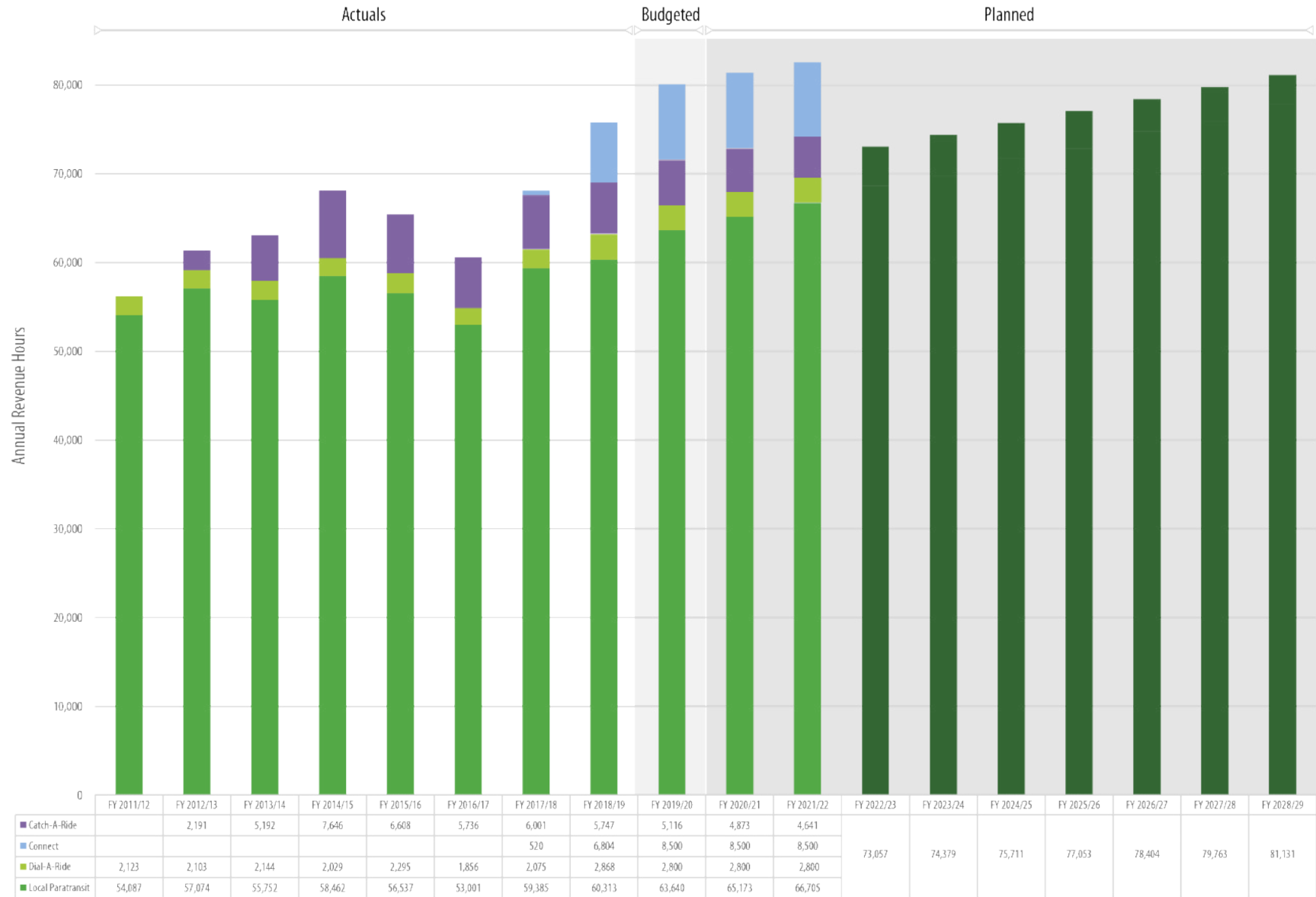
# Marin Access Service Plan Goals



- Better align fares and eligibility across all programs
- Continue to pilot new services with goal to consolidate and expand curb-to-curb programs countywide
  - Novato DAR, Connect, Catch-A-Ride, Shopper Shuttles
- Increase reimbursement for volunteer drivers to better match current economic conditions



# Demand Response Service Levels



Pilot Phases /  
Testing New Service Models

Item 7

# Financial Plan



# 10 Year Financial Plan



- Capital Plan
  - \$91 million
- Operations Plan
  - Expenses - \$400 million
  - Revenues - \$386 million

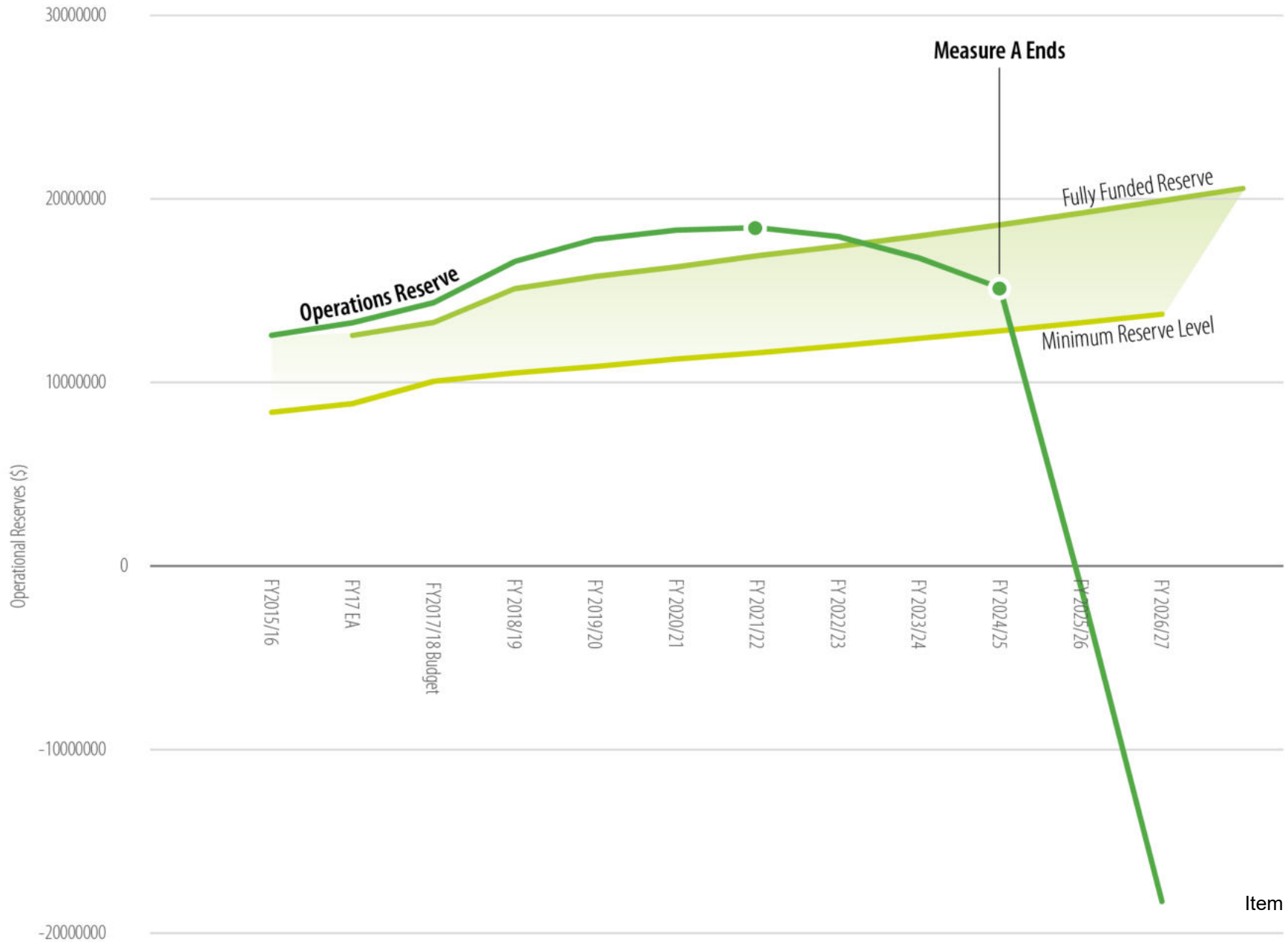




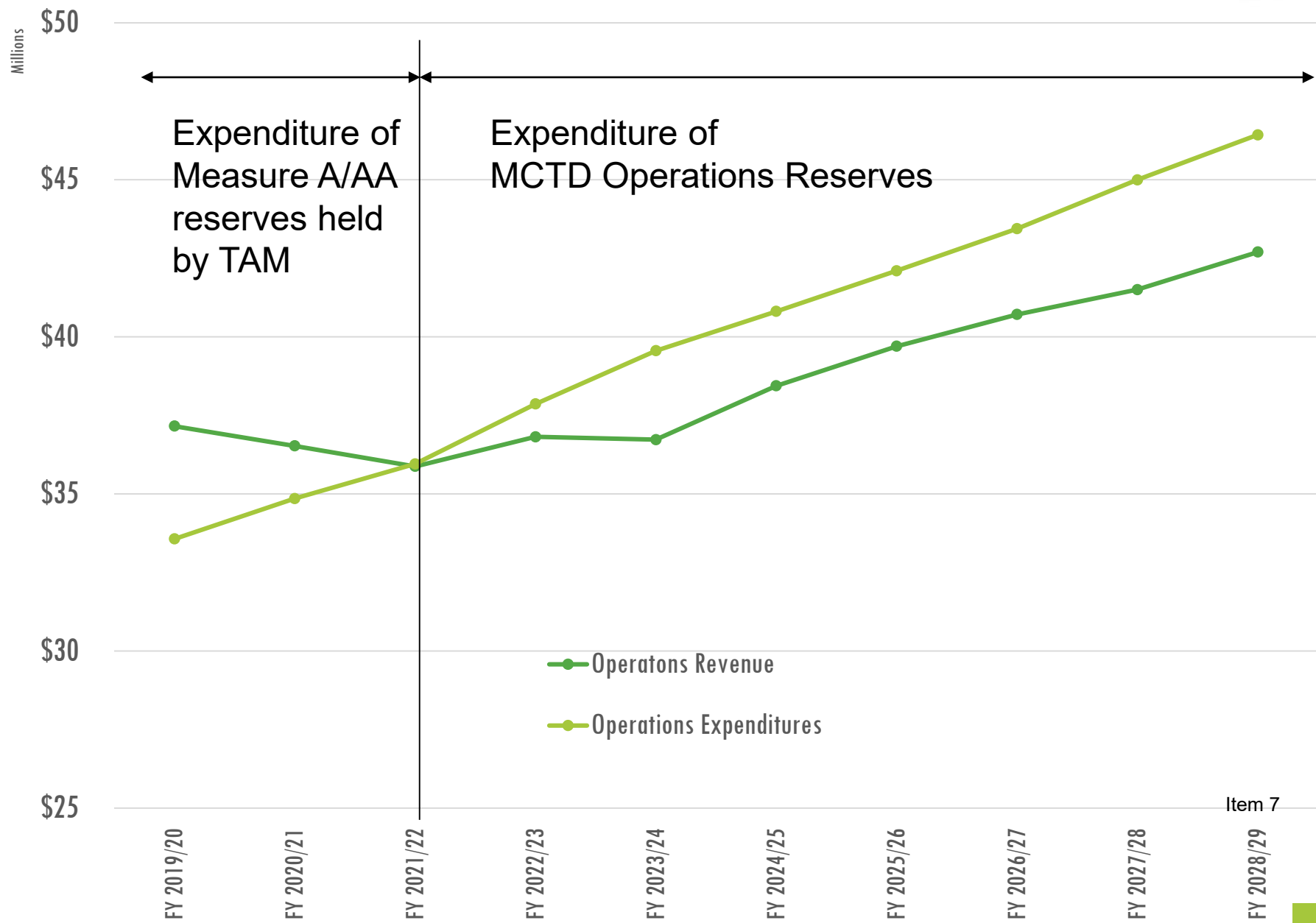
- **Additional Capacity in first 3 years of plan**
  - Continued funding for On-Demand Service
  - Implementation of new fare policies
- **Changes in Local and State Funding**
  - Long-term stability
  - Can still meet baseline service plan
  - Fewer short-term opportunities for growth and pilots
- **Service Contract Rebids in FY 2024 and FY 2025**
  - Unknown cost increases
  - Unknown facility impacts



# Prior SRTP Operations Reserves - FY16 to FY27



# Annual Operations Revenue vs Expenses

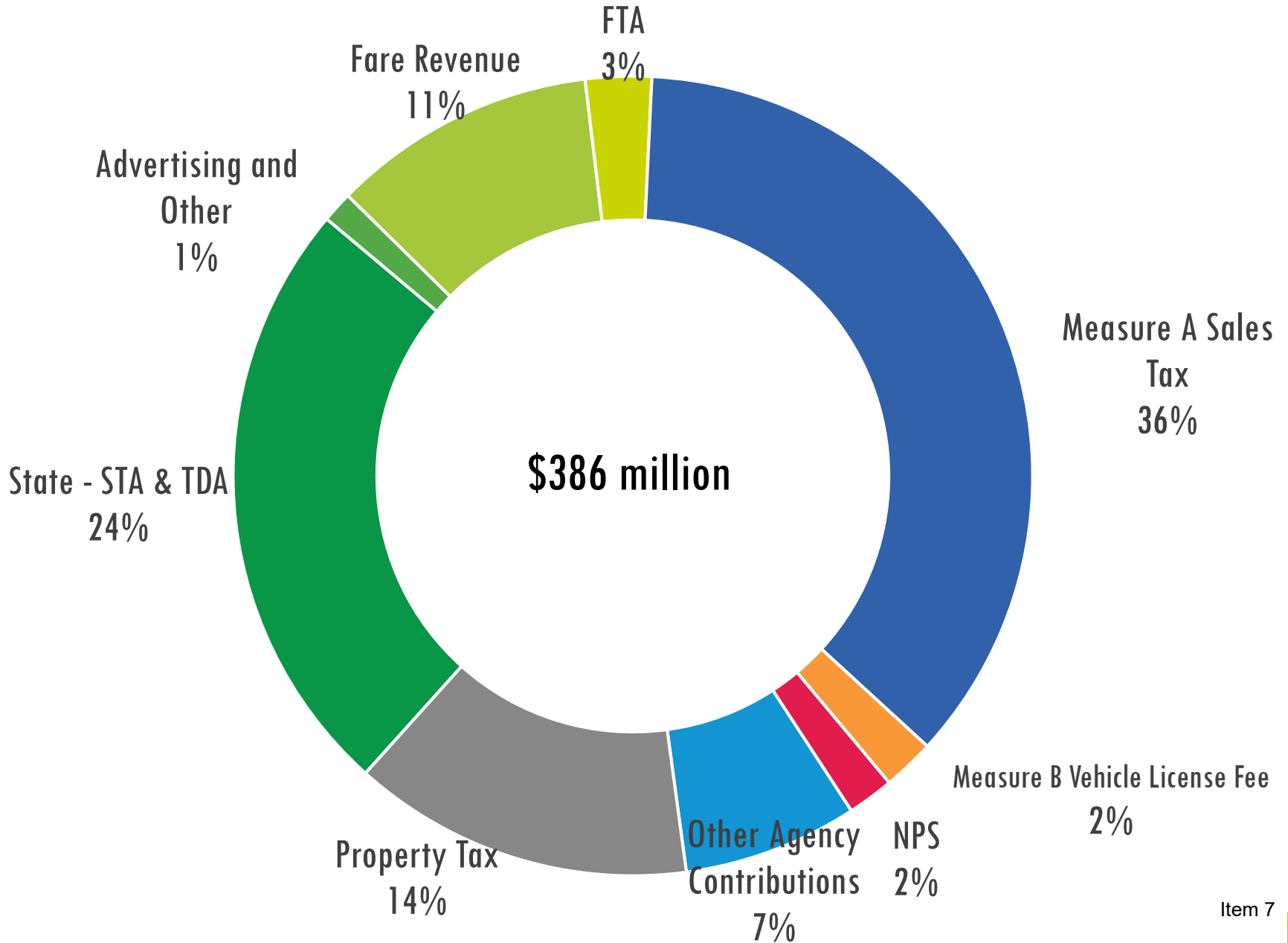


Item 7

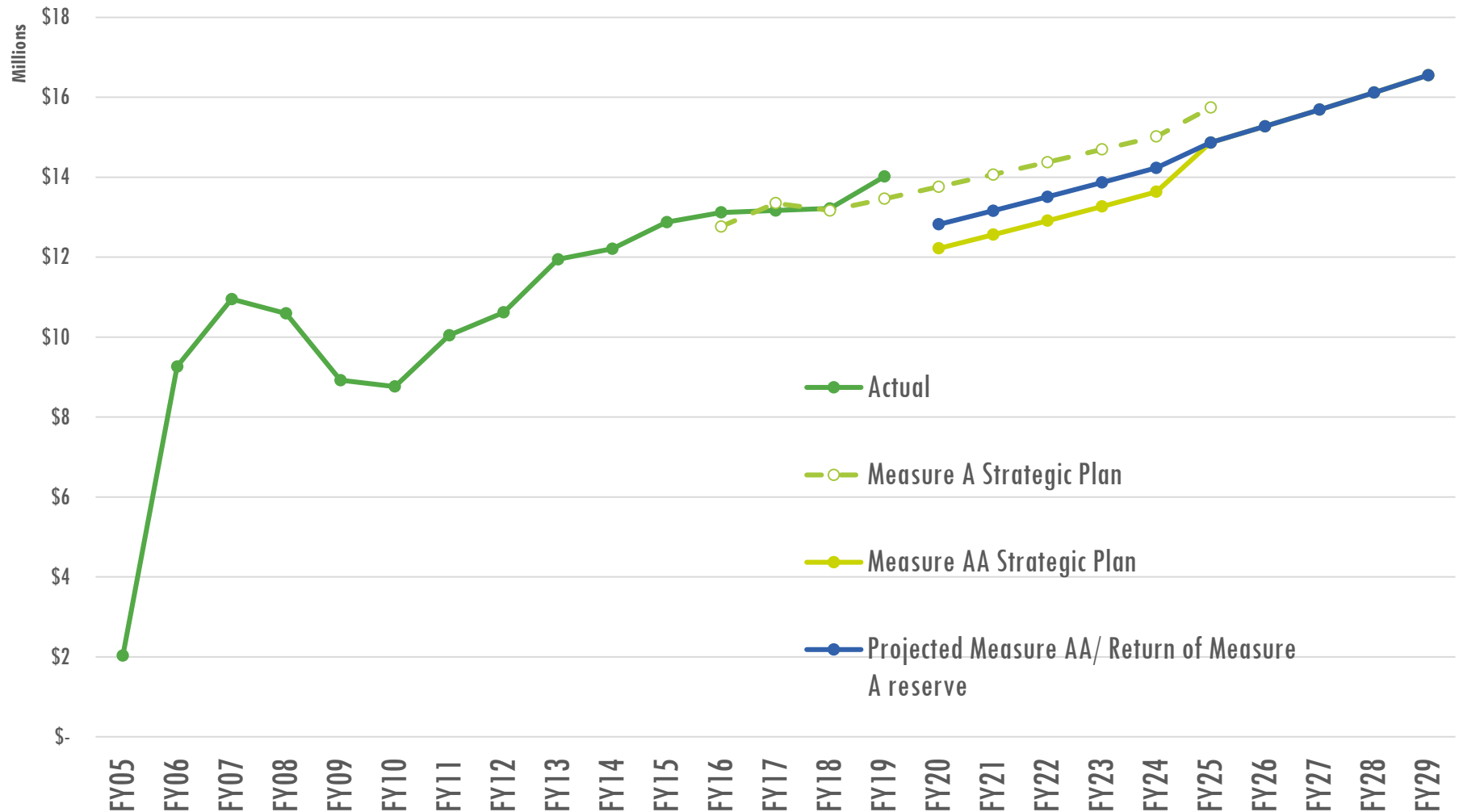
# Draft SRTP Operations Reserves



# 10-Year Operations Funds



# Marin Transit Share of Local Sales Tax Receipts

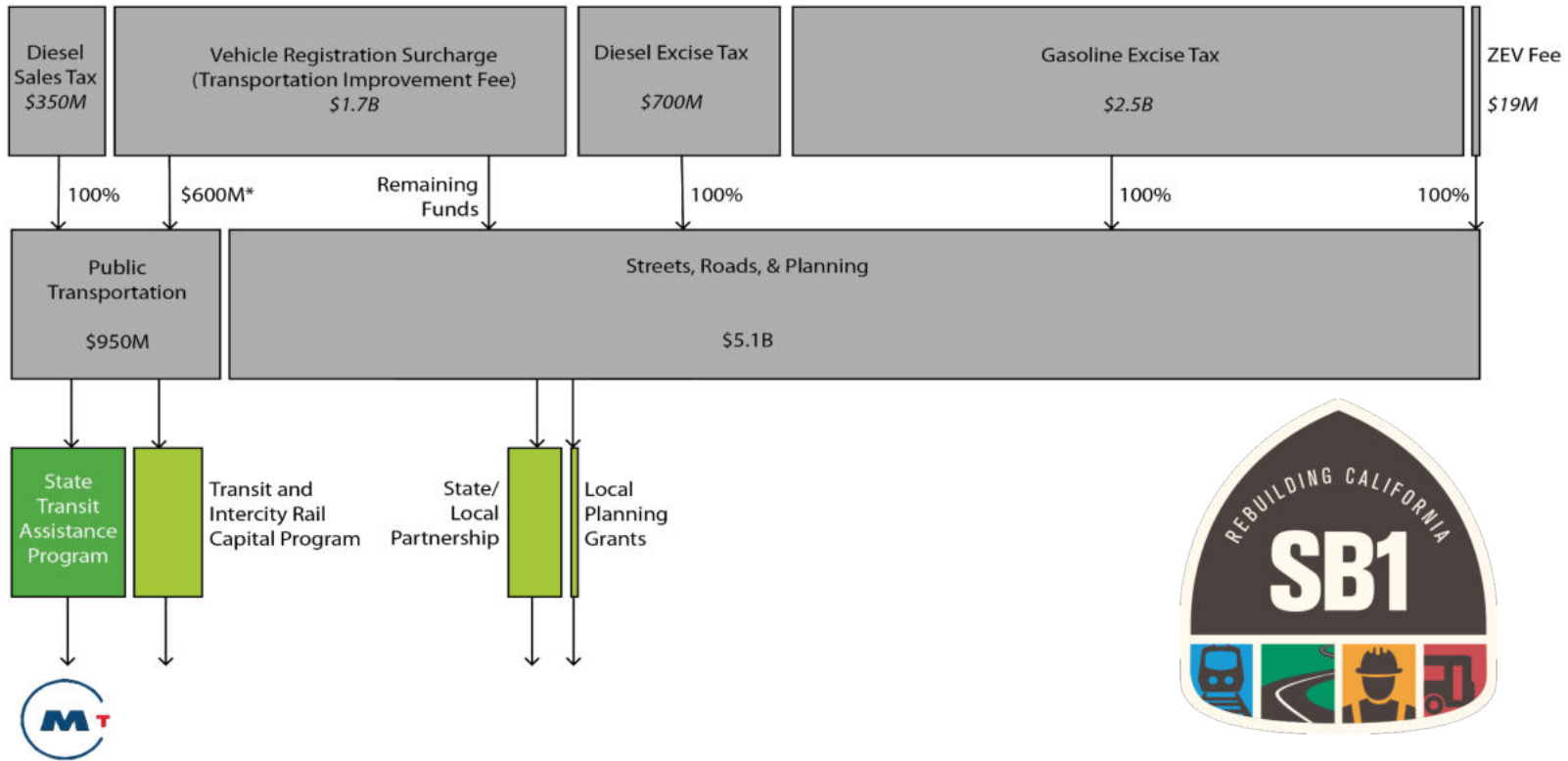


# SB1 — Road Repair & Accountability Act



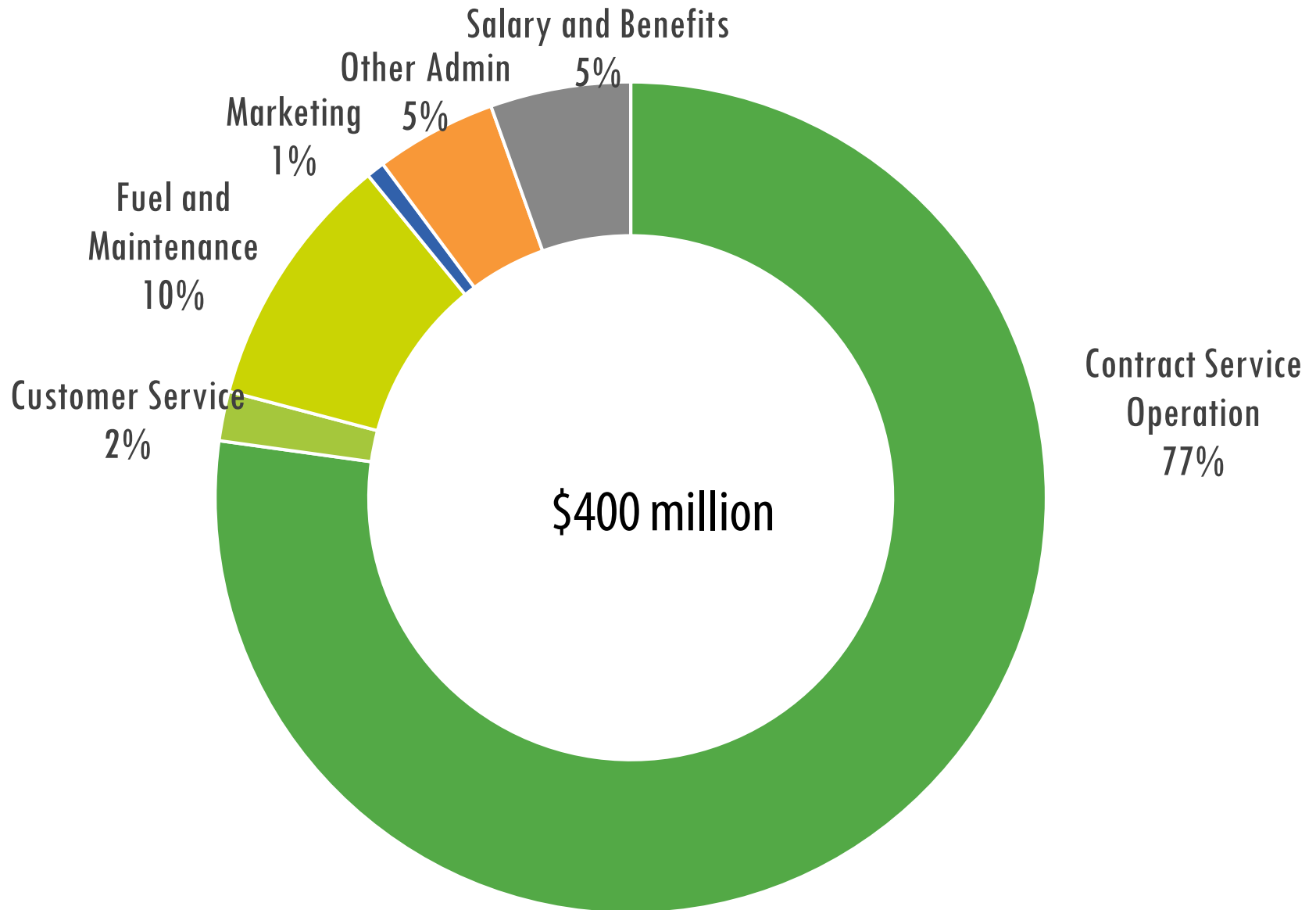
## Funding Sources

\$5.2 Billion  
(Annual Estimate)



	Total Hours	Passenger	Hours %	Pax %	Split
GGBHTD	258,424	5,045,045	56%	57%	56.24%
MCTD	195,833	2,928,981	42%	33%	37.57%
SMART	11,361	880,000	2%	10%	6.19%
	465,618	8,854,026			

# 10-Year Operations Expenses by Type



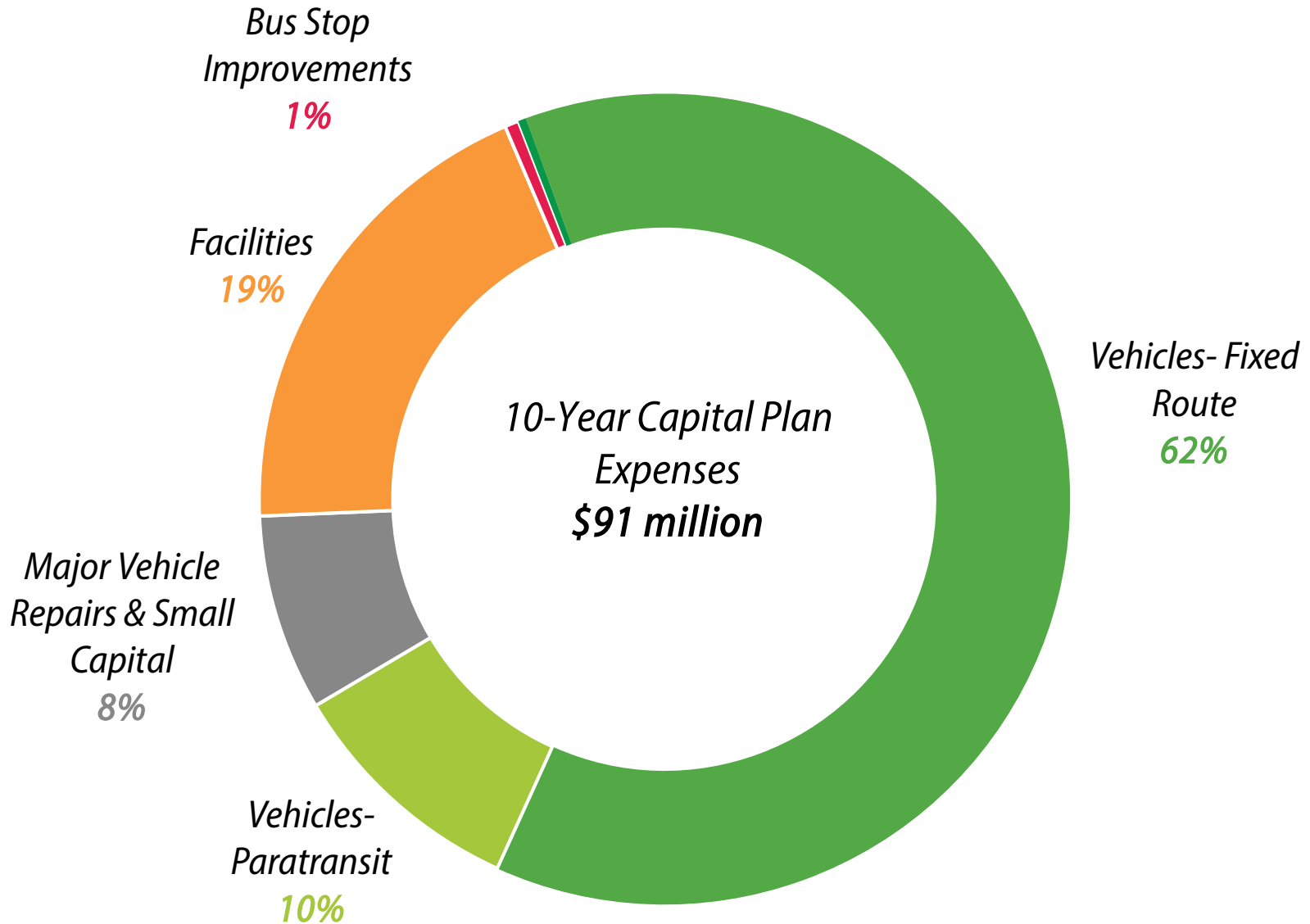


# Capital Plan

- #1 Maintain and Replace Vehicles
- Capital Funding Sources
- Additional Needs

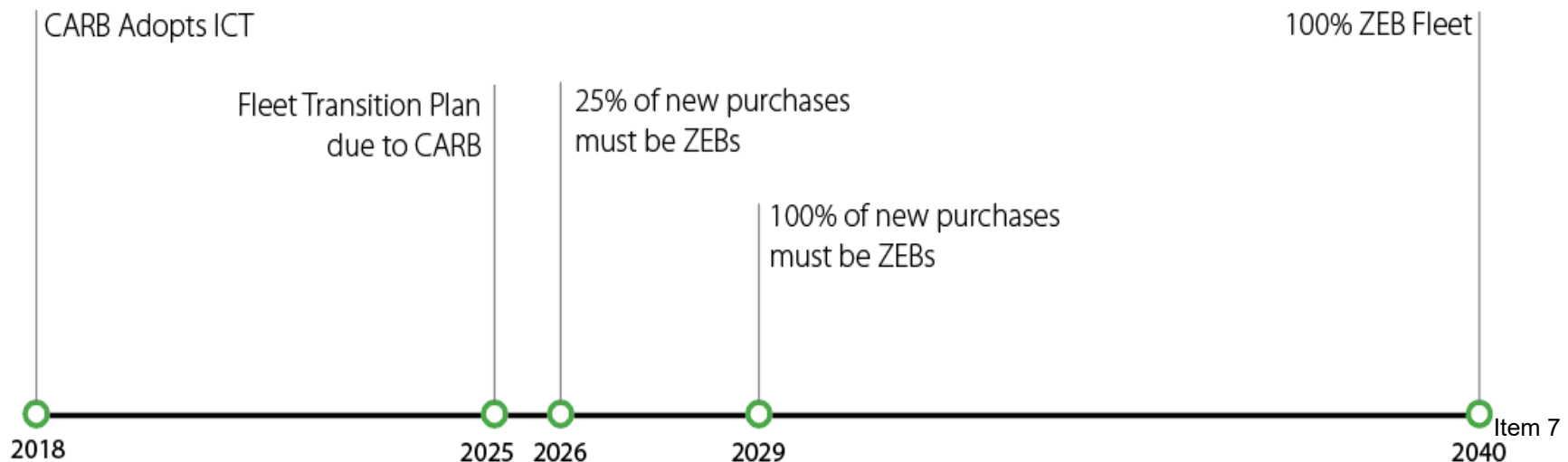


# 10-Year Capital Expenditures

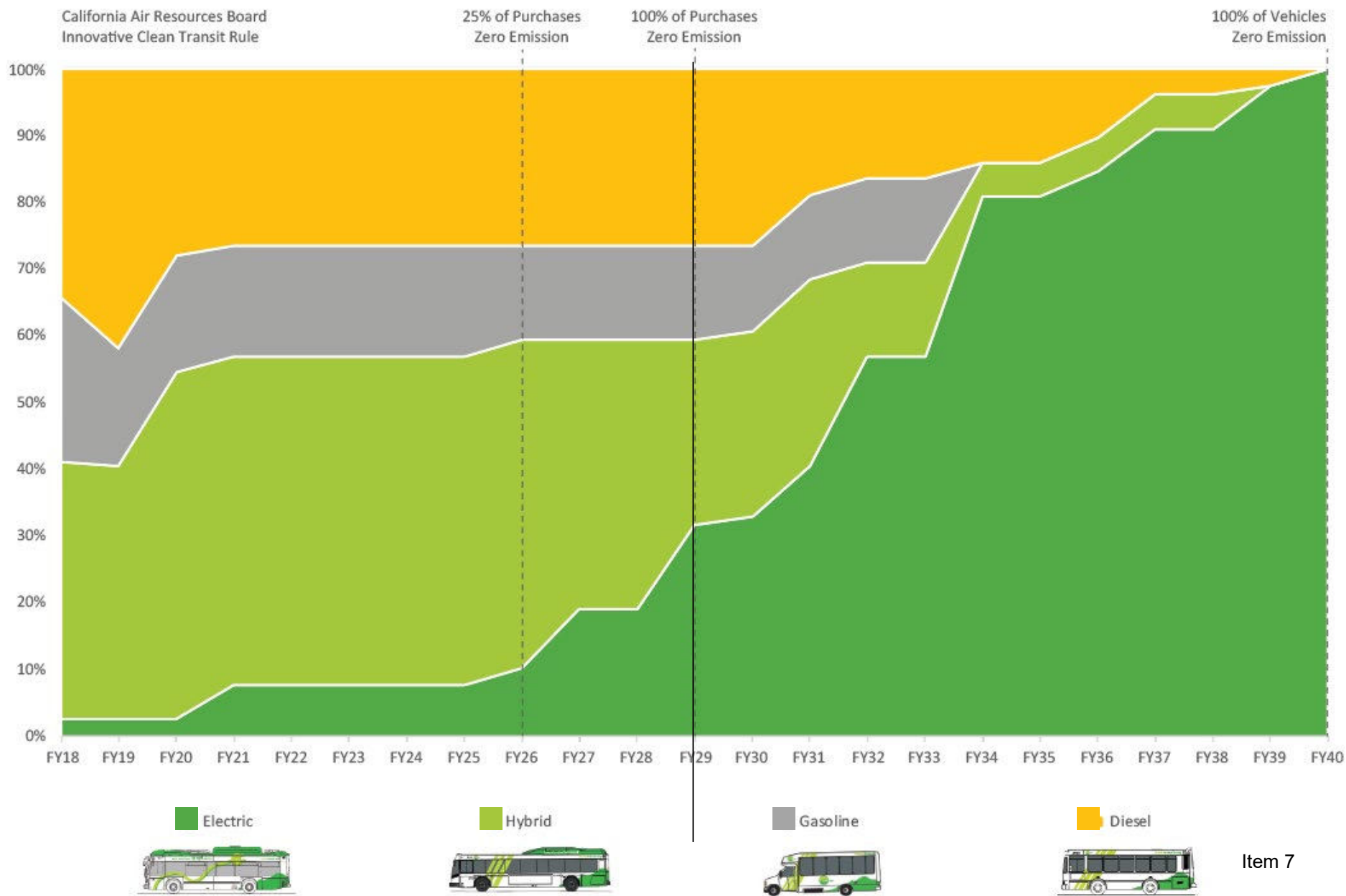


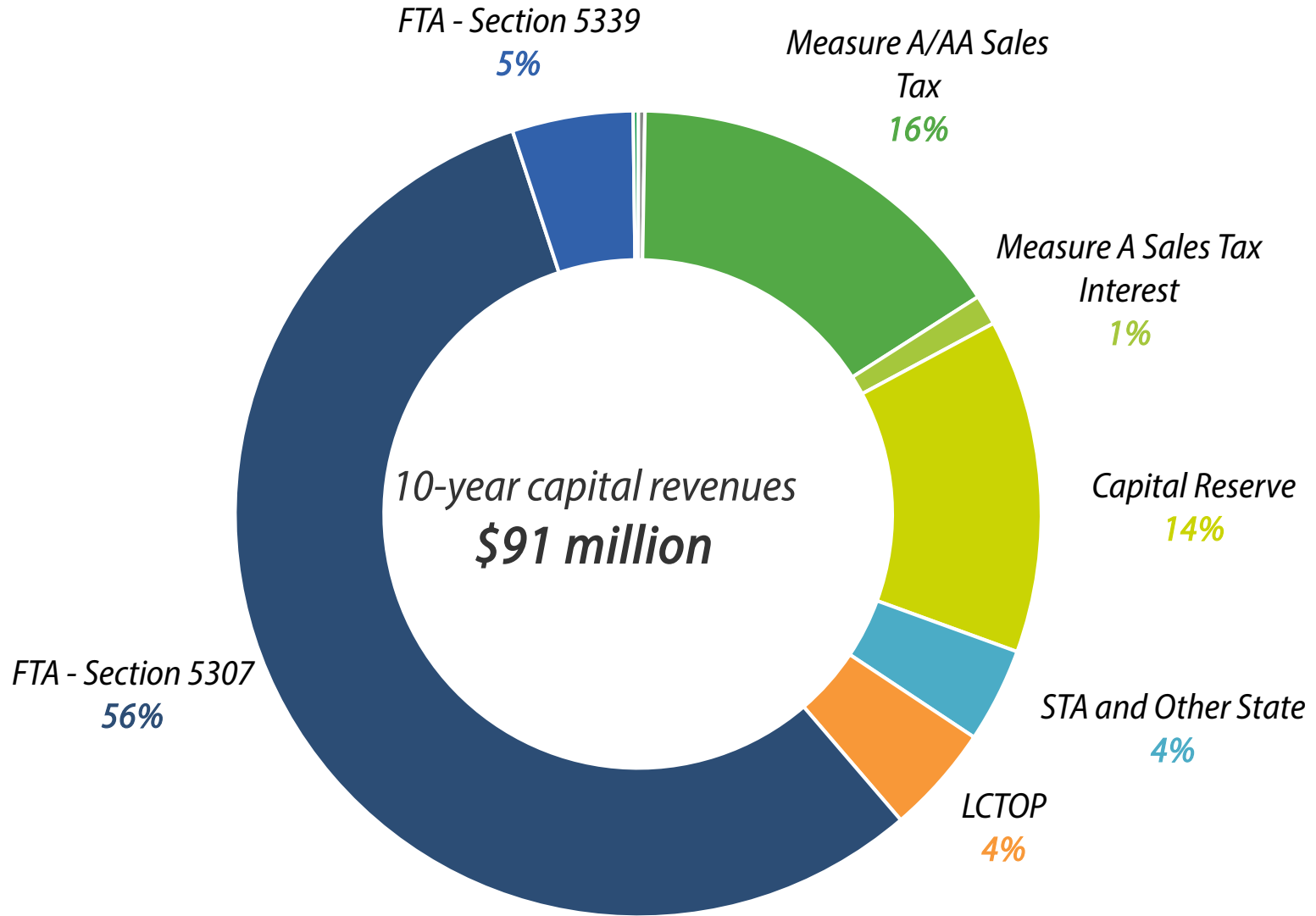
# Zero-Emission Vehicle Fleet Replacement Plan

- Meets CARB Innovative Clean Transit Rule
- Converts standard bus fleet first
- Decision points where Marin Transit can exceed requirement:
  1. Infrastructure is sufficient
  2. Technology meets operational demands
  3. Funding is available
- Includes purchase of 21 Electric Vehicles



# Fixed Route Fleet Composition





# Local Sales Tax Funds - One Year Comparison



Local Transit Sub-Strategy	FY2019/20 Available Funds		Change	
	Prior SRTP Measure A	Measure AA	\$	Percent (%)
Local Bus Service	\$9,256,065	\$7,324,800	(\$1,931,265)	-21%
Rural Bus Service	\$750,492	\$665,891	(\$84,601)	-11%
Special Needs Service	\$2,251,475	\$2,108,655	(\$142,821)	-6%
<b>Bus Transit Capital</b>	<b>\$1,500,984</b>	<b>\$887,855</b>	<b>(\$613,129)</b>	<b>-41%</b>
School Service	\$ 0	\$1,109,818	\$1,109,818	NA
<b>Total to Marin Transit</b>	<b>\$13,759,016</b>	<b>\$12,208,000</b>	<b>(\$1,551,016)</b>	<b>-11%</b>
Ferry Access	\$ 0	\$110,982	\$110,982	NA
<b>Total to Local Transit</b>	<b>\$13,759,016</b>	<b>\$12,318,982</b>	<b>(\$1,440,034)</b>	<b>-10%</b>



# Capital Funding



Section 5307 - \$51M, 82% of  
Vehicle Replacement Costs

Section 5339 - \$5.5M for Facility  
Right-of-Way



Local Sales Tax - \$14M

\$4M in Measure A reserves

\$10M in Measure AA



SB1 State of Good Repair - \$2.7M

"New Funding"

Maintain capital for existing transit service

Low Carbon Transit Operations Program (LCTOP) - \$4M

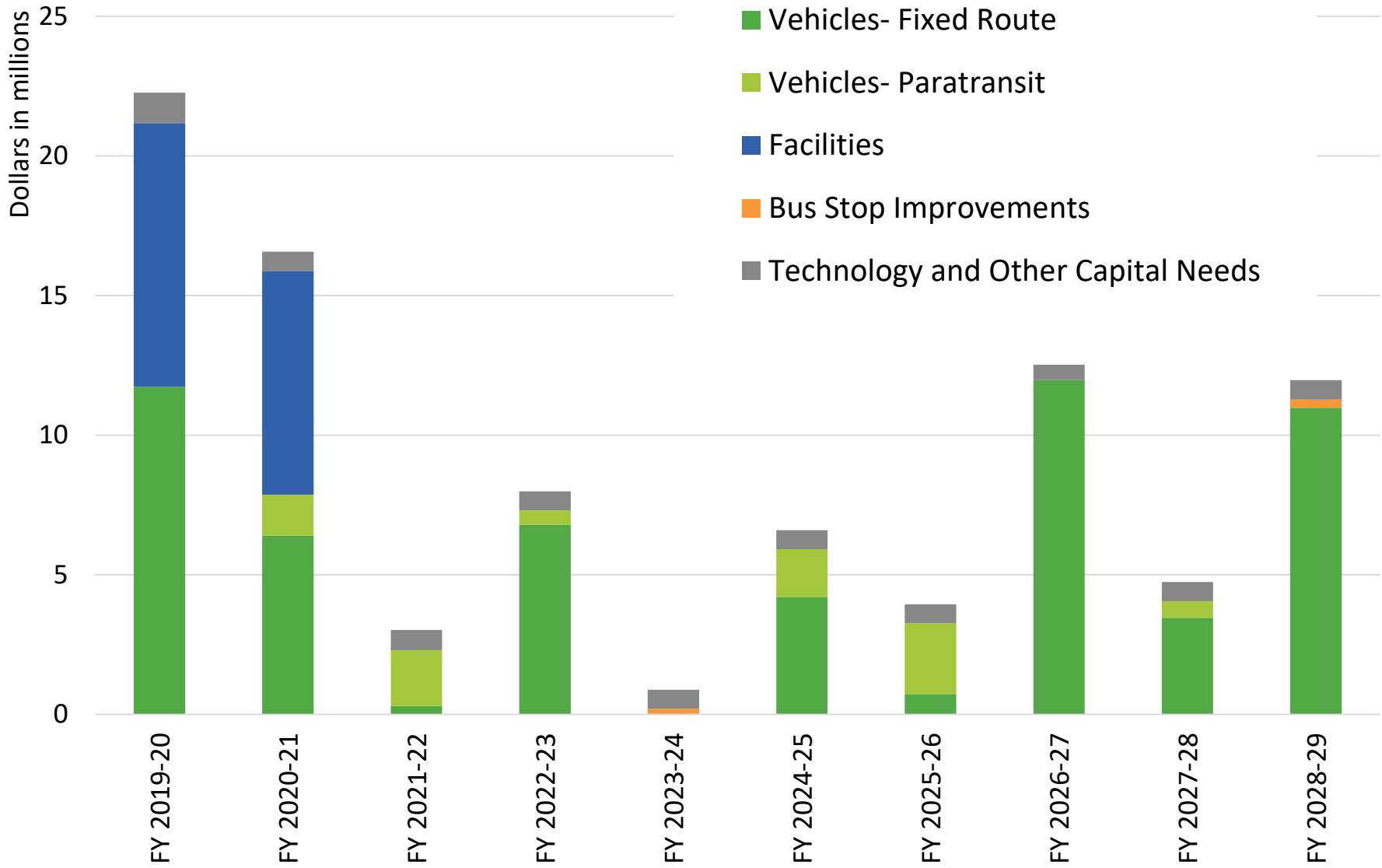
Limited to projects that reduce carbon emissions

Local Match for zero-emission vehicles





# 10-Year Capital Expenses - \$91 Million



- Vehicle replacement costs increase
- Local Sales Tax Funds for capital decrease significantly
- New State capital funding does not fill the gap

To Balance the plan . . . .

- Facility Construction project is reduced
- Zero-emission bus infrastructure needs are not funded
- Future Bus Stop Improvement Projects are limited

# Discussion and Questions

**Lauren Gradia**

Director of Finance and Capital Projects

**Robert Betts**

Director of Operations and Planning



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October 7, 2019

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

**SUBJECT: Analysis of 2018/19 School Transit Services and  
Marin Transit's Youth Pass Program**

**board of directors**

Dear Board Members:

damon connolly  
president  
supervisor district 1

**RECOMMENDATION:** Accept report.

dennis rodoni  
vice president  
supervisor district 4

**BACKGROUND:** School-based trips are a significant share of ridership on Marin Transit services, and demand for school service continues to rise each year. In 2018/19, 36 percent of all fares were attributed to youth categorized fare media. Countywide, students in K-12 and higher education programs rely on public transit and yellow bus service to attend a host of academic campuses.

kate colin  
2nd vice president  
city of san rafael

This letter summarizes the District's operational activities during the 2018-19 academic year related to: supplemental public transit school services, the District managed yellow bus program in Ross Valley, the College of Marin (COM) student pass program, the College of Marin express service (Route 122), and the approval to distribute Measure AA funds to eligible yellow bus programs in Marin County.

judy arnold  
director  
supervisor district 5

**Supplemental School Service**

stephanie moulton-peters  
director  
city of mill valley

In FY 2018/19, the District provided ten Supplemental School routes to accommodate overcrowding on regular public transit services due to the demand for school-related transportation. A map showing Supplemental School Routes is shown in Attachment A. These routes operated school days only and added capacity at specific times of the day when schools start and release. These services were open to the public and operated with published timetables. The supplemental routes provided approximately 36 additional peak hour bus trips daily and carried an average of over 1,000 daily passenger trips or approximately 30 students per trip.

katie rice  
director  
supervisor district 2

kathrin sears  
director  
supervisor district 3

eric lucan  
alternate  
city of novato

The Supplemental School transit service is currently at capacity and does not provide room for expansion. A combination of factors has prevented Marin Transit from providing any additional new services

on school days. These factors include: limited parking and maintenance facilities, fleet limitations, adjustments to schedules in response to shifting school bell times, and increasing ridership.

The continued growth in Supplemental School route ridership is a positive trend for the District and supports congestion relief in the county. The constraints on adding capacity, however, challenge the District's ability to maintain reliability. The role of supplemental service is to add service capacity and reduce the pressure on the general public's access to regular local transit services. Student transit ridership in many parts of Marin County is so high that even these regular services are full and some passengers experience extended wait times.

In 2018/19, staff identified opportunities for limited expansion to provide additional service on existing routes. For example, the afternoon Route 119 service from Redwood High School to Tiburon is consistently at capacity with two buses. Staff increased the service to three buses on select days of the week using existing resources.

The District also purchased two additional vehicles to support Supplemental services using SB 1 State Transit Assistance funding. The vehicles were delivered in January 2019 and tested throughout the Spring semester in anticipation of their operation for the 2019/20 academic year.

### **Transit Youth Pass Program**

Marin Transit has offered a school-based Youth Pass Program to Marin County students for the past nine years. In fiscal year 2018/19, over 4,600 youth pass "stickers" were distributed to 33 participating public and private schools. Youth Pass distribution levels were slightly higher than last year. A complete analysis of the 2018/19 Youth Pass Program is included as Attachment B.

### **Ross Valley School District Yellow Bus Program**

Marin Transit continued to contract for yellow school bus operations in Ross Valley for the 2018/19 school year. In the program's fourth year, over 550 students signed up for the service that offered transportation to White Hill Middle School (WHMS) and Hidden Valley Elementary School (HVES). Students from Ross Valley Charter (RVC) located on the White Hill Middle School campus could also purchase bus passes. Marin Transit worked with RVC staff to develop a bell time schedule that enabled optimal use of the buses under contract. RVC students had a dedicated bus route in the morning and shared a bus route with White Hill Middle School students in the afternoon.

Marin Transit contracted for the operation of six yellow buses with Michael's Transportation, a local school bus provider. Through a partnership with the County of Marin, Michael's Transportation had access to mid-day and overnight parking in San Rafael. This eliminated the need for buses to travel back and forth between Marin and Vallejo where the company headquarters is located.

### **Pass Sales**

Marin Transit sold "AM Only" and "PM Only" passes for \$395 each. A parent must purchase passes for the morning and afternoon to provide a "round trip" ride for their student. The total cost of the combined passes to and from school was \$790, equivalent to \$2.19 per trip. Parents could pay for the passes in full or in monthly installments. The cost of the annual "round trip" to/from school increased by five percent from the "round trip" pass price in 2017/18. All passes were available for purchase through the program website at <https://rossvalleyschoolbus.com/>.

Students whose families demonstrated income restrictions were eligible to submit an application to the Ross Valley School District to obtain an annual reduced-price bus pass. The cost of the reduced-price bus pass was \$197.50 per morning or afternoon pass or \$395 for a “round trip.”

For the 2018-19 school year, pass sales opened in late May 2018 and continued throughout the summer. By the end of the school year, over 550 Ross Valley students had a pass to ride the yellow bus. Table 1 provides a breakdown of pass sales by school campus and compares pass sales over the four years of the program’s operation. Note that the table combines RVC pass sales with WHMS pass sales. Year over year, annual pass sales declined approximately seven percent at WHMS. Based on historical enrollment data provided by the WHMS Principal, enrollment at WHMS declined eight percent which was consistent with the reduced number of pass sales. Even with the reduction in purchased passes, select routes serving WHMS sold out within days of the passes going on sale.

**Table 1: Summary of annual one-way passes sold over initial four years of program operation**

	2015/16	2016/17	2017/18	2018/19
Annual One-Way Pass Price	\$ 300.00*	\$ 350.00*	\$ 375.00	\$395.00
White Hill	922	928	951	876
Hidden Valley	54	39	62	65

\* one-way pass is calculated as half of round-trip pricing

### *2018/19 Program Changes*

In 2018/19, one of the most significant changes to the program from the prior academic year was the establishment of a joint committee. On January 1, 2019, the Ross Valley Yellow Bus Transportation Services Joint Exercise of Powers Agreement (JEPA) went into effect. The members of the JEPA form a joint committee including the Town of San Anselmo, Town of Fairfax, County of Marin, and Ross Valley School District.

The purpose of the joint committee is to provide enhanced public oversight and transparency for the Ross Valley yellow bus program operated by Marin Transit. The joint committee provides policy guidance and advice to Marin Transit.

Joint committee meetings are open to the public and the agenda is available online at the program website. Parents are encouraged to attend to provide feedback regarding the program.

### *Ridership*

In the morning, WHMS has two different arrival times for students (0 period and 1<sup>st</sup> period). This allows the District to re-deploy buses after completing the first route. The morning start time for RVC school is offset from the two WHMS start times. These factors enable Marin Transit to design nine routes to meet all of the requested demand in the morning. In the afternoon, however, all WHMS students are released at the same time and RVC students are released shortly after. All six buses depart WHMS at the release time and two buses return to operate a second route. The buses returning to school are delayed approximately 30 – 40 minutes after the initial release bell. The resulting wait times reduces demand for these two routes. Table 2 summarizes average ridership by school for the AM and PM routes.

**Table 2: Average Peak Ridership 2018-19 School Year**

<b>School</b>	<b>AM Routes</b>	<b>PM Routes</b>
White Hill	322	323
Hidden Valley	28	17
<b>TOTAL</b>	<b>350</b>	<b>340</b>

While White Hill routes operated at capacity through most of the year, Hidden Valley passes did not sell out during the school year. As a result, the District continued a pay-per-ride program for Hidden Valley students from the previous year. Families could purchase ticket booklets of five or ten passes for \$20 or \$40, respectively. Hidden Valley students purchased a total of 175 single ride passes at five orders of 5-ticket booklets and 15 orders of 10-ticket booklets.

### **College of Marin Class Pass Program and Express Route 122**

In August 2015, Marin Transit and the College of Marin (COM) began a partnership that enables students to use a valid College of Marin student ID to ride any local Marin Transit service. The program is funded through a COM transportation fee approved by 72 percent of the student body in 2015. Fall/Winter passes are valid from August through January, and Spring/Summer passes are valid from January through August. During the 2018-19 school year, 4,538 passes were issued and an average of 672 local bus trips were taken using the pass each school day.

This Class Pass program includes a direct route to the Kentfield campus. The Route 122 links the San Rafael Transit Center to the campus with one stop in San Anselmo and reduces the travel time by about 25 percent compared to other local routes. During the 2018/19 school year, Route 122 carried an average of 115 passengers daily. Compared to the prior year, total ridership increased by three percent with slightly reduced productivity at approximately 9.7 passengers per hour.

### **Distribution of Measure AA Funds to Eligible Yellow Bus Programs in Marin County**

In November 2018, voters approved Measure AA, a 30-year extension of the 1/2-cent transportation sales tax and expenditure plan. The Measure AA Expenditure Plan acknowledges the importance of school transportation in Marin County by requiring Marin Transit to commit five percent of the net sales tax revenue to school transportation. In addition to supporting Supplemental school service and the Youth Transit Pass program, Marin Transit will now directly support eligible yellow school bus programs by distributing Measure AA funds to support program operations.

Your Board approved the "Yellow Bus Funding Allocation" on January 7, 2019 for distributing these 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 are the base annual allocation and will remain set for three years beginning in FY 2019/20. Amounts will be adjusted annually based on Marin County sales tax projections. The District may adjust these amounts if a program fails to meet the annual eligibility requirements and/or if the recipient reduces service levels by more than 20 percent compared to the previous year.

In FY 2019/20, Marin Transit will distribute \$598,441 according to the approved distribution formula. The funds will be distributed to five existing yellow bus programs operating in Marin County. The recipients are: Mill Valley School District, Tiburon Peninsula Traffic Relief JPA (Reed USD + the Cove School), Ross Valley (administered by Marin Transit), San Rafael Elementary School District, and Miller Creek School District. Table 3 lists the FY 2019/20 funding allocation for each recipient.

**Table 3: Measure AA Yellow Bus Funding Recipients and FY19/20 Allocations**

Mill Valley	Reed USD + Cove	Ross Valley	San Rafael ESD	Miller Creek	Total
\$25,279	\$135,877	\$162,956	\$232,085	\$42,244	<b>\$598,441</b>

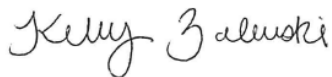
Recipients of Measure AA yellow bus funding must meet the eligibility requirements as defined in the funding agreement and maintain compliance throughout the term of the agreement. Funding amounts are contingent on maintaining 2017/18 service levels. For Marin Transit to monitor each recipient's ongoing eligibility and service levels, the funding agreement requires recipients to submit updated program data annually 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 their 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. Attachment C includes a summary of the program data for the 2018/19 academic year.

**FISCAL IMPACT:** There is no fiscal impact associated with this item.

Respectfully submitted,



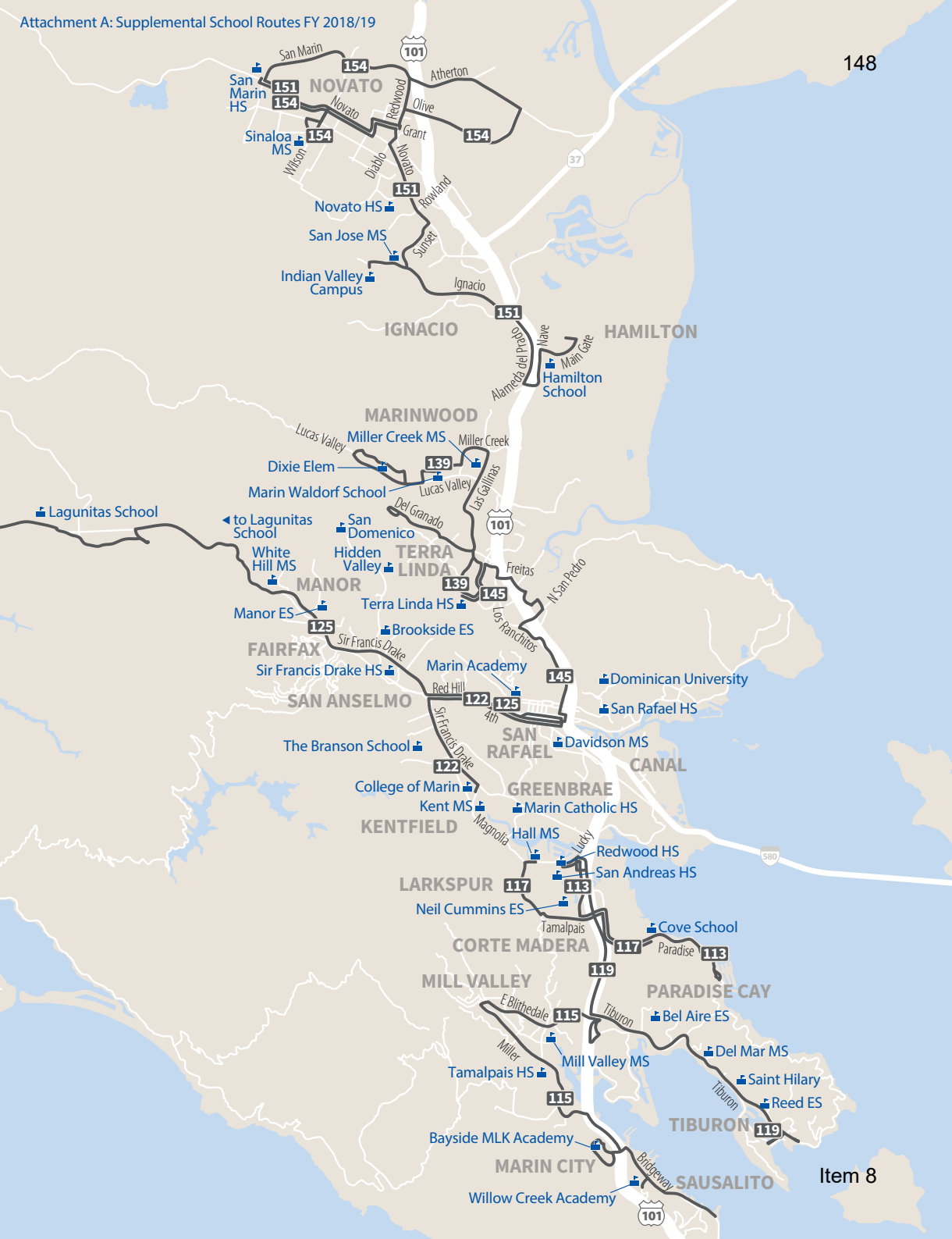
Kelly Zalewski  
Senior Operations Analyst

**Attachment A:** Supplemental School Routes Map – FY 2018/19

**Attachment B:** Analysis of the 2018-19 Youth Pass Program

**Attachment C:** Measure AA Yellow Bus Program Data Summary





## Attachment B: Analysis of the 2018-19 Marin Transit Youth Pass Program

### Summary

Marin Transit has offered a school-based Youth Pass program to Marin County students for the past ten years. In fiscal year 2018/19, over 4,600 youth pass “stickers” were distributed to 33 participating public and private schools. This report provides a brief overview of the 2018/19 program results and compares them to historic participation levels.

### Program Overview

Marin Transit offers both a six month and an annual youth pass that are distributed through participating Marin County schools. With a youth pass, registered Marin County students and youth ages 18 and under can ride on all local Marin Transit routes. The passes are not accepted on Golden Gate Transit commuter routes or their basic, all-day regional routes (e.g., Routes 30/70/101).

The Fall/Winter passes are valid starting in August and expire in February, and the Spring/Summer passes are valid from February through August at the start of the next school year. The annual passes are valid from the start of school in August through the summer and expire just prior to the next school year the following August.

Youth passes are provided by affixing a sticker to the student’s school ID card. Used as a “flash pass,” this method speeds up boarding time and eliminates the need for students to carry cash and exact change. The six-month pass costs \$175, and the annual pass costs \$325. The annual pass provides a 5-10 percent discount for students who ride Marin Transit daily to and from school. Students whose families demonstrate income restrictions similar to the State-administered free and reduced-price meal program participate in the Youth Pass Program at no charge. Students submit a Parent/Guardian Certification Form for eligibility to obtain a free youth pass. Marin Transit distributes and collects these forms from the school coordinators.

Marin Transit encourages all public and private schools in the County to participate in the Youth Pass Program. Most participating schools are public middle or high schools, though a few elementary and private schools also participate. Each participating school has a designated contact person or coordinator responsible for keeping a roster of participating students, distributing and collecting income eligibility forms, and collecting payment for the passes. Marin Transit invites the coordinators to participate in an annual coordination meeting each year. The coordinators perform a critically important role in the success of the Youth Pass Program throughout the school year. School coordinators also serve as the District’s liaison regarding other school transit services, including adjustments to bell time schedules and calendars.

Coordinators maintain student rosters, financial payments, and eligibility forms electronically using the District’s integrated data management system, TransTrack. The District has assigned each school and school district unique access codes to the system for maintaining their respective records. The web-based application enables student information to be shared between schools, school districts, and District staff to reduce administrative burden. The data management system improves organization, tracking, and analysis of the program while supporting increased monitoring and oversight.

### Distribution

Statistics from the Youth Pass program over the last six years are summarized in Table 1. During the 2018/19 school year, 33 schools distributed youth passes to students. About 94 percent of passes distributed last year were provided free to students from income-qualified families.

**Table 1: Youth Pass Statistics**

	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
Number of Participating Schools <sup>1</sup>	25	31	28	32	33	33
Number of Passes Distributed <sup>2</sup>	3,659	4,092	3,952	4,038	4,495	4,655
Passes Sold	9%	8%	6%	6%	4%	6%
Passes distributed free to Income Qualified Students	91%	92%	94%	94%	96%	94%

1. Schools that distributed passes to students

2. Equivalent 6-month passes

The 2018/19 school year had increased pass usage compared to the previous year, though a lower percentage of passes were distributed free to income-qualified students. Public schools from nine different districts participated in the program. Students from non-participating schools acquired youth passes directly from Marin Transit. Table 2 summarizes the 2018/19 Youth Pass Program distribution statistics by school district.

Hall Middle School in the Larkspur-Corte Madera School District has the highest percentage of purchased passes of any school in the county. This is primarily because the school district offers an additional subsidy to its students. This subsidy reduces the cost of the paid passes by 35 percent, equivalent to \$210 for a full-year pass. The reduced price of the pass combined with the dedicated Supplemental Route 117 makes it particularly advantageous for parents to purchase the Youth Transit Pass as opposed to having their students pay per ride.

**Table 2: 2018/19 Youth Pass Distribution Statistics by District**

District	# Schools	# Passes	% Free
Larkspur-Corte Madera <sup>1</sup>	1	188	44%
Marin County Office of Education	1	112	98%
Miller Creek SD <sup>1</sup>	1	1	100%
Mill Valley <sup>1</sup>	1	16	100%
Novato Unified	9	1,175	99%
Reed Union <sup>1</sup>	0	0	n/a
Ross Valley <sup>1</sup>	2	34	89%
San Rafael	7	2,329	100%
Sausalito-Marín City <sup>1</sup>	2	159	99%
Tamalpais Union <sup>2</sup>	5	598	75%
Private/Independent	4	43	95%

1. Elementary and middle school only district

2. High school only district

## Usage

Students choose from a variety of fare media options when riding Marin Transit's local bus routes. As an alternative to the Youth Transit Pass, students can pay \$1.00 cash fare or purchase a 1-day, 7-day, or 31-day pass. Student riders can also use Clipper on all fixed route buses and shuttles within Marin County, as well as on regional routes and other Bay Area transit services. Special youth Clipper cards automatically provide the 50 percent youth discount off of the regular adult fare. For

students who do not ride the bus to and from school every day, Clipper provides a more flexible option for payment and benefits for those who also travel on regional routes and other Bay Area transit services.

Table 3 provides a summary of youth focused fare media types on all routes. This data provides insight into the use of the different fare media types. This is the first year that this information is included in this report. Youth Transit pass usage is highest on the Supplemental routes (100 series). The data also shows that Youth Transit Passes are used on every Marin Transit route which confirms that students are acquiring and utilizing the Youth Transit pass to get to school and other activities around Marin County.

**Table 3: Comparison of Youth Fare Media Usage by Route**

Route	Youth						Senior <sup>(3)</sup>	Adult <sup>(4)</sup>
	Youth Total	Youth Clipper	COM Pass	Youth Transit Pass	Youth Period Pass <sup>(1)</sup>	Youth Cash <sup>(2)</sup>		
113	94%	3%	5%	35%	1%	50%	1%	5%
115	93%	4%	6%	65%	0%	18%	1%	5%
117	98%	3%	4%	57%	0%	34%	0%	2%
119	94%	9%	3%	31%	0%	51%	1%	5%
122	73%	2%	29%	30%	0%	12%	6%	21%
125	83%	10%	5%	23%	0%	45%	3%	13%
139	96%	18%	3%	26%	0%	49%	1%	4%
145	95%	2%	5%	63%	0%	25%	2%	3%
151	95%	3%	4%	57%	0%	31%	2%	4%
154	95%	5%	3%	46%	0%	41%	2%	3%
219	14%	0%	3%	3%	0%	8%	23%	63%
228	34%	2%	14%	7%	0%	11%	20%	46%
233	31%	1%	8%	10%	1%	11%	29%	41%
245	36%	1%	6%	15%	1%	13%	23%	41%
251	42%	1%	5%	19%	0%	17%	23%	35%
257	37%	1%	8%	12%	3%	13%	23%	39%
17	27%	2%	3%	11%	0%	11%	18%	55%
22	36%	1%	22%	5%	0%	8%	18%	45%
23	26%	1%	3%	11%	0%	11%	18%	56%
23X	38%	1%	3%	21%	0%	13%	10%	51%
29	38%	2%	3%	23%	0%	10%	9%	53%
35	31%	0%	4%	14%	0%	13%	15%	53%
36	34%	0%	3%	19%	0%	12%	12%	54%
49	34%	1%	5%	15%	1%	12%	19%	47%
61	30%	1%	1%	6%	0%	22%	15%	55%
68	30%	3%	5%	6%	0%	16%	24%	46%
71X	16%	1%	4%	5%	0%	6%	17%	67%

1. 1-day, 7-day, and 31-day Youth Passes

2. \$1.00 Youth Cash Fare. Includes Youth Transfers.

3. All Senior fare media.

4. All Adult fare media.

## Fiscal/Staffing Impact

Revenue and expenses for the Youth Pass Program over the last six years are summarized in Table 4. Approximately 94 percent of the youth passes distributed last year were distributed free to students. The cumulative face value for these free youth passes was approximately \$702,275, a two percent increase from the 2017/18 value of \$688,225. Revenue earned from youth pass sales totaled \$42,380, a 22 percent increase from the FY 2017/18 total of \$34,870 in sales. Staff estimates the annual administrative expenses associated with this program at approximately \$10,000 per year including labor, materials, and supportive technology.

**Table 4: Youth Pass Revenue and Expense**

	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
Total Value of Subsidized Passes	\$543,125	\$610,275	\$602,250	\$636,875	\$688,225	\$702,275
Est. Staff Administrative Costs	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Net Cost of Program to Marin Transit	\$553,125	\$620,275	\$612,250	\$646,875	\$698,225	\$712,275
Total Revenue from Pass Sales	\$52,885	\$56,020	\$40,625	\$45,713	\$34,870	\$42,380

## Participating Schools

As the program continues to develop, staff have formed strong partnerships with the local school districts and schools that help administer the program. A list of 2018/19 participating schools is provided in Table 5.

**Table 5: 2018/19 Youth Pass Participating Schools<sup>1</sup> in Marin County**

	School	Address	City
1.	Davidson Middle School	280 Woodland Avenue	San Rafael
2.	Hall Middle School	200 Doherty Drive	Larkspur
3.	Hamilton School	5530 Nave Drive	Novato
4.	Hill Education Center	720 Diablo Ave	Novato
5.	Laurel Dell	225 Woodland Ave	San Rafael
6.	Loma Verde	399 Alameda de la Loma	Novato
7.	Lynwood School	1320 Lynwood Drive	Novato
8.	Madrone High School	310 Nova Albion Way	San Rafael
9.	Manor	150 Oak Manor Dr	Fairfax
10.	Marin Academy	1600 Mission Ave	San Rafael
11.	Marin Catholic	675 Sir Francis Drake Blvd	Greenbrae
12.	Marin City Academy	200 Phillips Drive	Sausalito
13.	Mill Valley Middle School	411 Sycamore Avenue	Mill Valley
14.	Miller Creek	2255 Las Gallinas Ave	San Rafael
15.	MLK Jr Academy	200 Phillips Drive	Marin City
16.	Novato High School	625 Arthur St	Novato
17.	Phoenix Academy	P0 Box 4925	San Rafael
18.	Redwood High School	395 Doherty Drive	Larkspur
19.	San Andreas School	599 William Avenue	Larkspur
20.	San Jose Middle School	1000 Sunset Parkway	Novato
21.	San Marin High School	15 San Marin Drive	Novato
22.	San Rafael High School	185 Mission Avenue	San Rafael
23.	San Ramon Elementary School	45 San Ramon Way	Novato
24.	Sinaloa Middle School	2045 Vineyard Drive	Novato
25.	Sir Francis Drake High School	1327 Sir Francis Drake Blvd	San Anselmo
26.	Sun Valley Elementary	75 Happy Ln	San Rafael
27.	Tamalpais High School	700 Miller Avenue	Mill Valley
28.	Tamiscal School	305 Doherty Drive	Larkspur
29.	Terra Linda High School	320 Nova Albion Way	San Rafael
30.	The Branson School	39 Fernhill Ave	Ross
31.	Venetia Valley School	177 N. San Pedro Road	San Rafael
32.	White Hill School	101 Glen Drive	Fairfax
33.	Willow Creek School	636 Nevada Street	Sausalito

1. Schools that distributed passes to students and have an assigned youth pass coordinator.


**Attachment C: Home to School (Yellow Bus) Measure AA Recipients FY 2018/19**

	Mill Valley School District	Reed Union School District	Ross Valley School District	San Rafael Elem School District	Miller Creek School District
<b>Program Structure</b>					
<b>Contract Type</b>	MT Ops Mgmt MOU with School District	MT Ops Mgmt MOU with School District	MT contract with Service Provider	No MT involvement	No MT involvement
<b>Service Provider</b>	Michael's Transportation	First Student	Michael's Transportation	First Student	In-House
<b>Pass Sales and Pricing</b>					
<b>Cost of Pass (Annual AM + PM)</b>	\$720.00	\$630.00	\$790.00	\$500.00	\$450.00
<b>Cost of Reduced Price Pass (Annual AM + PM)</b>	\$360.00	\$0.00	\$395.00	\$0.00	\$225.00
<b>Full Price - One Way Pass Sales</b>	169	1307	876	884	395
<b>Reduced Price - One Way Pass Sales</b>	9	132	65	2030	87
<b>Total</b>	178	1,439	941	2,914	482
<b>Percent of Income Qualified Passes Distributed</b>	5%	9%	7%	70%	18%
<b>Operations</b>					
<b>Number of Schools Served</b>	3	3	3	8	4
<b>Number of Buses</b>	2	7	6	12	13
<b>Number of Trips daily</b>	6	26	19	63	20
<b>Finance</b>					
<b>Revenue</b>					
<b>Bus Pass Sales Revenue</b>	\$ 62,646.00	\$ 461,602.00	\$ 400,490.00	\$ 230,325.00	\$ 148,424.59
<b>Local Contributions</b>	\$ 191,222.00	\$ 455,280.00	\$ 145,000.00	\$ 865,800.00	\$ 276,812.49
<b>Measure A</b>	\$ -	\$ -	\$ 229,244.60	\$ -	\$ -
<b>Field Trip Revenue</b>	\$ -	\$ -	\$ -	\$ -	\$ 26,918.86
<b>Other Revenue (Grants, Interest, etc)</b>	\$ -	\$ 21,500.00	\$ -	\$ -	\$ -
<b>Total</b>	\$ 253,868.00	\$ 938,382.00	\$ 774,734.60	\$ 1,096,125.00	\$ 452,155.94
<b>Expense</b>					
<b>Contractor Cost</b>	\$ 225,000.00	\$ 735,729.00	\$ 624,240.00	\$ 1,072,578.00	\$ -
<b>(or) Labor Cost</b>	\$ -	\$ -	\$ -	\$ -	\$ 50,291.10
<b>(or) Fuel Cost</b>	\$ -	\$ -	\$ -	\$ -	\$ 198,793.32
<b>All Other Costs</b>	\$ 28,868.00	\$ 145,664.00	\$ 150,494.00	\$ 23,547.00	\$ 205,071.52
<b>Total</b>	\$ 253,868.00	\$ 881,393.00	\$ 774,734.00	\$ 1,096,125.00	\$ 454,155.94
<b>Operating Cost per Bus per year</b>	\$ 126,934.00	\$ 125,913.29	\$ 129,122.33	\$ 91,343.75	\$ 34,935.07
<b>Parking</b>	Edna Maguire School	1600 Los Gamos	1600 Los Gamos	Richmond	Marinwood
<b>Average Age of Fleet</b>	10 years old	0 years old	10 years old	6 years old	16.25 years old
<b>Total cost per passenger trip</b>	\$7.92	\$3.40	\$4.57	\$2.09	\$5.23
<b>Farebox Recovery</b>	25%	52%	52%	21%	33%
<b>Local Contributors</b>					
<b>Local Contributor 1</b>	Mill Valley School District	Town of Tiburon	County of Marin	San Rafael Elem. SD	Miller Creek SD
<b>Local Contributor 2</b>	City of Mill Valley	City of Belvedere	Town of San Anselmo		
<b>Local Contributor 3</b>	County of Marin	Reed Union SD	Town of Fairfax		
<b>Local Contributor 4</b>		Town of Corte Madera	Marin Transit (Measure A)		
<b>Local Contributor 5</b>		County of Marin			