



# Marin County Transit District Board of Directors

**Monday, March 3, 2025, 9:30 a.m.**

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

**Join via Zoom or Teleconference:**  
<https://www.zoom.us/j/87972683373>  
+1 669 900 6833  
Webinar ID / Access Code: 879 7268 3373

## Providing Public Comment

- To provide written public comment prior to the meeting, email [info@marintransit.org](mailto:info@marintransit.org) or use the comment form at [www.marintransit.org/meetings](http://www.marintransit.org/meetings). Submit your comments no later than **5:00 P.M. Sunday, March 2, 2025** to facilitate timely distribution to the Board of Directors. Include the agenda item number you are addressing, your name, and address. Your comments will be forwarded to the Board of Directors and will be included in the written public record.
- Public comment is limited to two minutes per speaker unless a different time limit is announced. The Board President may limit the length of comments during public meetings due to the number of persons wishing to speak or if comments become repetitious.
- Participating on Zoom or teleconference: Ensure that you are in a quiet environment with no background noise. To raise your hand on Zoom press **\*9** and wait to be called upon by the President or the Clerk to speak. You will be notified that your device has been unmuted when it is your turn to speak. You will be warned prior to your allotted time being over. Your comments will be included in the public record.

## General Meeting Information

- Late agenda material can be inspected at the office of Marin Transit, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
- In case of Zoom outage, dial 515-604-9094; meeting ID: 142-334-233
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- Nếu bạn cần thông dịch hoặc các hỗ trợ khác, hãy gọi (415) 226-0855 hoặc 711. Để truy cập các hướng dẫn này bằng tiếng Việt, [hãy nhấp vào đây](#).

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

- 1. Consider approval of Directors request to participate remotely and utilize Just Cause or Emergency Circumstance per AB 2449**
- 2. Oath of Office for Members**
- 3. Open Time for Public Expression**  
(Limited to two minutes per speaker on items not on the District's agenda)
- 4. Board of Directors' Matters**
- 5. General Manager's Report**
  - a. General Manager's Oral Report
  - b. [Monthly Monitoring Report: December 2024](#)
- 6. Consent Calendar**
  - a. [Minutes for January 13, 2025 Board Meeting](#)
  - b. [Federal Legislative Report](#)
  - c. [Marin County Transit District Second Quarter FY 2024/25 Financial Report](#)
  - d. [Marin Transit Quarterly Performance Report for the Second Quarter of FY 2024/25](#)
  - e. [Amendment 2 to Contract #1040 with Mark Thomas & Company for On-Call Engineering Services](#)
  - f. [Authorize General Manager to Sign Amendment 2 \(#1297\), Exercising the First Option Year for the Operating Contract for Muir Woods Shuttle with Bauer's Intelligent Transportation](#)
  - g. [Contract with Pacific Gas and Electric for Electric Vehicle Fleet Program](#)

**Recommended Action:** Approve.

**7. [Operations and Maintenance Facility Project Update and Engagement Plan](#)**

**Recommended Action:** Receive an update on the Marin Transit Electric Bus Charging and Maintenance Facility and the Draft Facility Engagement and Communication Scoping Plan.

**8. [Catch-A-Ride Pilot Program Update](#)**

**Recommended Action:** Discussion item.

9. **Contract with Marin Airporter for Operation and Maintenance of Fixed Route Services**

**Recommended Action:** Approve award of a contract for the operations and maintenance of Marin Transit Local, Community, Rural, and Supplemental Service between the District and Marin Airporter for an initial four-year term beginning on July 1, 2025 for a total amount not to exceed \$73,306,374 with three additional option years.

**Adjourn**



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San Rafael, CA 94901  
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**Board of Directors**

**Eric Lucan**

President  
Supervisor District 5

**Mary Sackett**

Vice President  
Supervisor District 1

**Fred Casissa**

Second Vice President  
Town of Corte Madera

**Brian Colbert**

Director  
Supervisor District 2

**Stephanie**

**Moulton-Peters**

Director  
Supervisor District 3

**Dennis Rodoni**

Director  
Supervisor District 4

**Maribeth Bushey**

Director  
City of San Rafael

March 3, 2025

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

**Subject: General Manager Report – Monthly Report: December 2024**

Dear Board Members:

**Recommendation**

This is a recurring information item.

**Summary**

The attached monthly report provides an overview of Marin Transit operations for the monthly period ending December 31, 2024. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall, Marin Transit experienced strong systemwide ridership in December 2024. Total ridership was 5% higher than the previous year (December 2023) and 2% lower than pre-COVID (December 2019). The previous month, November 2024, had seen relatively low ridership, and staff speculated that this was an anomaly due to the heavy rains in that month. The strong ridership seen in December suggests that this assessment was correct.

Matching the systemwide trend, fixed route ridership was strong this month, with ridership being 5% higher than the previous year (December 2023) and 6% higher than pre-COVID (December 2019).

Yellow bus ridership was moderate this month, with ridership being roughly the same as (1% lower than) the previous year (December 2023) and 8% lower than pre-COVID (December 2019).

Matching the systemwide trend, Marin Access ridership was strong this month, with ridership being 16% higher than the previous year (December 2023) and 48% lower than pre-COVID (December 2019).

Additional detailed analyses of system performance and trends are provided in separate quarterly and annual reports, including route-level statistics and financials. These reports are available on the District's website at <https://marintransit.org/service-performance-and-reports>.

**Fiscal/Staffing Impact**

None.



Respectfully Submitted,

*Nancy E. Whelan*

Nancy Whelan  
General Manager

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

Month: December 2024		Program							Total
Category	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide		
<b>Commendation</b>	1	0	0	0	6	0	1	<b>8</b>	
<b>Service Delivery Complaint</b>	<b>31</b>	<b>5</b>	<b>2</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>41</b>	
Accessibility	0	0	0	0	0	0	0	0	
Driver Conduct Complaint	9	1	0	0	2	0	0	12	
Driving Complaint	5	1	1	0	1	0	0	8	
Early Trip	1	1	0	0	0	0	0	2	
Equipment Issue	0	0	0	0	0	0	0	0	
Farebox	0	0	0	0	0	0	0	0	
Late Trip	3	2	1	0	0	0	0	6	
Missed Connection	0	0	0	0	0	0	0	0	
Missed Trip	0	0	0	0	0	0	0	0	
No-Show	3	0	0	0	0	0	0	3	
Off-Route	1	0	0	0	0	0	0	1	
Pass-Up Complaint	9	0	0	0	0	0	0	9	
<b>Service Structure Complaint</b>	<b>11</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>1</b>	<b>18</b>	
Bus Stop Improvement Request	1	0	0	0	0	0	0	1	
Fares	0	0	0	0	0	0	0	0	
Other Complaint	5	0	0	0	1	0	1	7	
Scheduling Complaint	0	0	0	0	4	0	0	4	
Service Improvement Suggestion	5	0	1	0	0	0	0	6	
<b>Safety Complaint</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Total Service Hours</b>	10,207	3,421	1,368	180	2,252	0	17,427	17,427	
Commendations per 1,000 Hours	0.1	0.0	0.0	0.0	2.7	-	0.1	0.5	
Complaints per 1,000 Hours	4.1	1.5	2.2	0.0	3.6	-	0.1	3.4	
<b>Total Passengers</b>	187,173	30,117	8,831	3,274	3,918	2,848	245,296	245,296	
Commendations per 1,000 Passenger	0.0	0.0	0.0	0.0	1.5	0.0	0.0	0.0	
Complaints per 1,000 Passengers	0.2	0.2	0.3	0.0	2.0	0.0	0.0	0.2	

# Attachment A

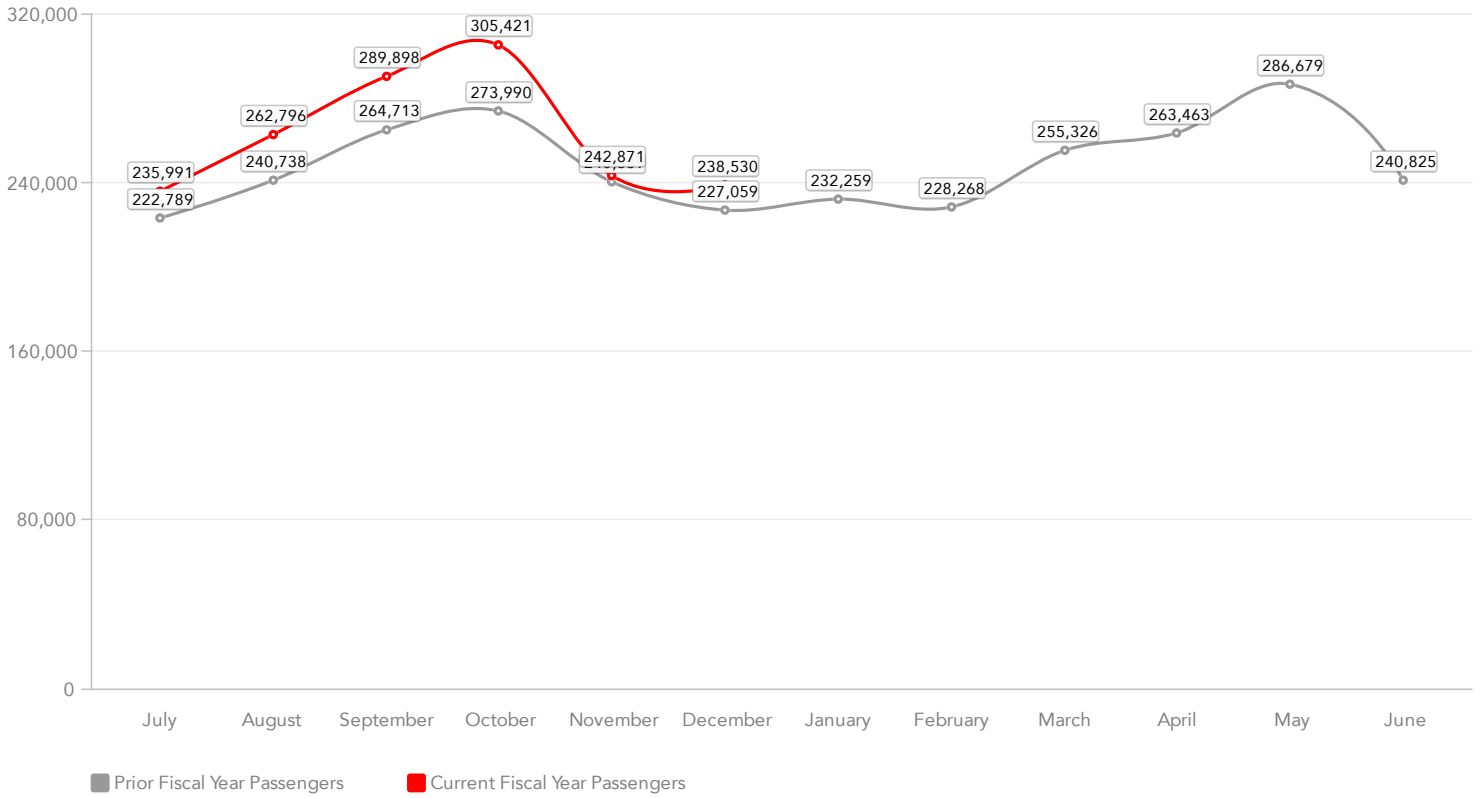
## Monthly Monitoring Report

02/15/2025

FISCAL YEAR: 2025  
 MONTH: All

### Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

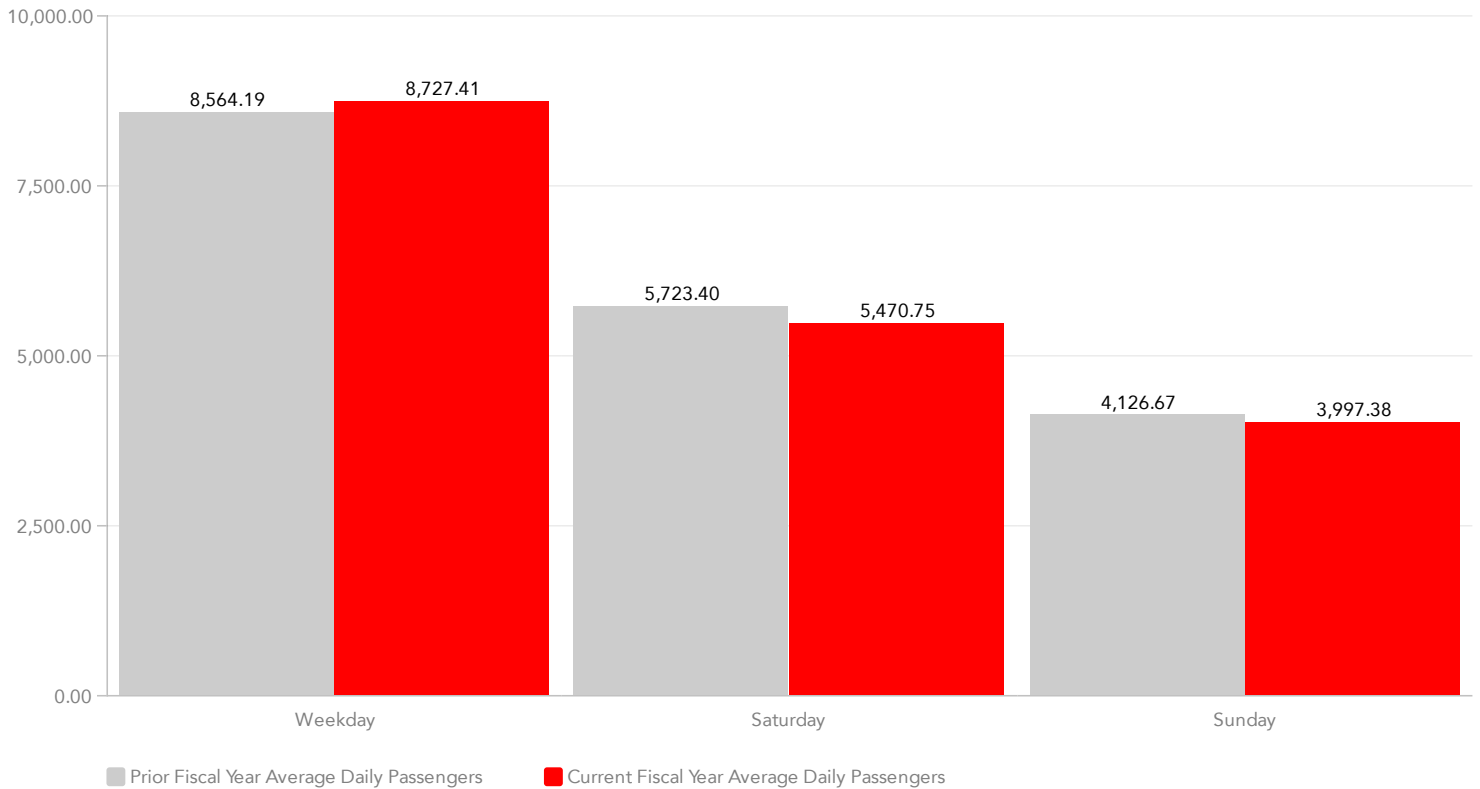


## Monthly Comparison

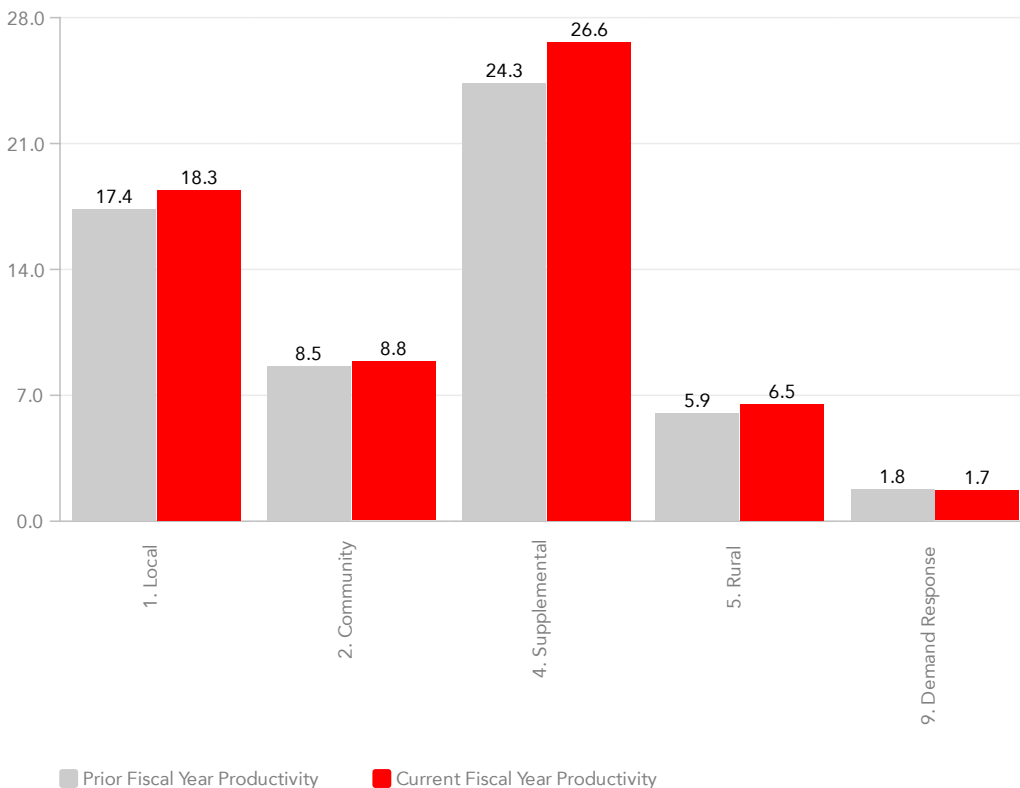
MONTH

Dec

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



### Route Typologies

- 1. Local:  
Routes 17, 22, 23, 35, 36, 49, 71
- 2. Community:  
Routes 219, 228, 29, 233, 245, 57
- 4. Supplemental  
Routes 613, 619, 625, 654
- 5. Rural:  
Routes 61, 68
- 9. Demand Response:  
Local Paratransit, Marin Access Shuttles



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

**Held Monday, January 13, 2025 at 9:30 A.M.**

**Roll Call**

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

**Absent: None**

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

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

There were no requests for remote participation by any Directors.

2. [Organization of the Transit District](#)

Director Moulton-Peters made a motion to nominate Eric Lucan for President, Mary Sackett for Vice President, and Fred Casissa for Second Vice President. Vice President Lucan seconded the nominations.

M/s: Director Moulton-Peters – Vice President Lucan

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

Noes: None

Absent: None

Abstain: None

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

Board President Lucan called for open time for public expression. Administrative Assistant & Board Secretary Kate Burt reported that the Board received comments on agenda item 3 from a member of the public via the District's online public comment form. The comments were shared with the Board before the Board meeting.

Marshall Swenty and Zeya Bishay explained their concerns and suggestions regarding the District's fixed-route service to Lagunitas Community School and Archie Williams High School, as part of their Change Project.

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

Director Moulton-Peters commended Marshall Swenty and Zeya Bishay's public comments. Director Moulton-Peters suggested staff should conduct a presentation regarding the District's service in West Marin County.

Director Rodoni thanked Mr. Swenty and Mr. Bishay for their engagement and suggestions. Director Rodoni spoke regarding the Change Project in the Lagunitas School District.

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

- a. [General Manager's Oral Report](#)
- b. [Monthly Monitoring Report: October 2024](#)
  - i. [Item 5b – Staff Report](#)

Director of Operations & Service Development Robert Betts congratulated several Board members on their new roles. Mr. Betts reviewed how staff celebrated the District's 60<sup>th</sup> anniversary in December 2024. He summarized service changes that went into effect on January 12, 2025. Mr. Betts provided an update on Marin Sonoma Transit Coordination (MASCOTS) efforts. Mr. Betts reported on fixed route and demand response ridership from September 2024.

6. [Consent Calendar](#)

- a. [Minutes for December 2, 2024 Board Meeting](#)
- b. [Federal Legislative Report](#)
- c. [Update on Fiscal Year 2024/25 Contracting Opportunities and Awards](#)
- d. [Marin Transit 2024 Accomplishments and 2025 Look Ahead](#)

Director Bushey announced she would recuse herself from agenda item 6a, the minutes for the December 2, 2024, Board meeting, as she did not attend the December 2, 2024, Board meeting

**Recommended Action: Approve.**

M/s: Vice President Sackett – Director Colbert

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

Noes: None

Absent: None

Abstain: Director Bushey abstained from approving agenda item 6a: Minutes for December 2, 2024, Board Meeting, due to her absence at the December 2, 2024, Board meeting.

7. [Contract with Coastside Concrete and Construction, Inc. for the Construction of Marin County Transit District Bus Stop Improvements](#)

[Staff Report](#)

Capital Projects Manager Anna Penoyar reported on the history of the Marin County Transit District's Bus Stop Improvement Project. She described the improvements that will be made to 22 bus stops in Marin County, including three new bus stops. Ms. Penoyar summarized improvements that would be made pursuant to the Americans with Disabilities Act (ADA). She discussed the three new bus stops that would be created. Ms. Penoyar reported on staff's contractor procurement process. She provided a timeline for the Bus Stop Improvement Project and summarized the project's fiscal impact.

Director Rodoni asked if bus shelter improvements would include wireless internet.

Ms. Penoyar said they would not, but staff could consider it.

Director Moulton-Peters asked for more information on the changes that Caltrans asked staff to make regarding the bus stop at East Francisco Boulevard & Medway Road.

Ms. Penoyar explained how some elements of the project had to go through a specific approval process.

**Recommended Action: Authorize General Manager to execute a contract with Coastside Concrete and Construction, Inc. for an amount not to exceed \$1,333,130 and approve Budget Amendment 2025-05.**

M/s: Director Rodoni – Director Colbert

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

Noes: None

Absent: None

Abstain: None

8. [Contract with Equans-Ineo Systrans USA for a Computer-Aided Dispatch and Automatic Vehicle Location \(CAD/AVL\) System](#)

[Staff Report](#)

Operations Manager Kyle French explained what a Computer-Aided Dispatch and Automatic Vehicle Location (CAD/AVL) System is. Mr. French summarized staff's CAD/AVL vendor procurement process. He provided information regarding staff's proposed vendor, Equans-Ineo Systrans USA (Equans-Ineo). Mr. French reported on the District's current system, which the proposed CAD/AVL system would replace. He described the CAD/AVL system provided by Equans-Ineo. He outlined the proposed Equans-Ineo contract rates.

Director Bushey asked if the proposed CAD/AVL system would address the deficiencies identified earlier by public commenters Marshall Swenty and Zeya Bishay.

Mr. French explained that it likely would.

Director Bushey asked if the public commenters could provide feedback once the new CAD/AVL system is implemented.

Mr. French confirmed they could.

Director Bushey asked how the CAD/AVL system would operate during a lack of cellular service.

Mr. French detailed how the CAD/AVL system would likely not lag or delay in areas of low or no cellular network coverage.

Director Bushey asked if Mr. French had any specific data regarding the CAD/AVL system's uptime.

Mr. French offered to retrieve data regarding the uptime. He noted that he was impressed with the service in West Marin County.

Director Bushey asked if Mr. French was confident the uptime would be close to 100 percent.

Mr. French confirmed he was.

Vice President Sackett acknowledged how the proposed CAD/AVL system would save staff time.

**Recommended Action: Authorize General Manager to sign and award a contract with Equans-Ineo Systrans USA for a CAD/AVL system for an initial five-year support and maintenance term beginning on July 1, 2025, with a total contract value not to exceed to \$1,344,898.**

M/s: Vice President Sackett – Second Vice President Cassisa

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

Noes: None

Absent: None

Abstain: None

9. [Approve Update to Public Hearing Policy](#)

[Staff Report](#)

Director of Planning Cathleen Sullivan reported that staff last updated the District's Public Hearing Policy on April 3, 2023. Ms. Sullivan explained staff's proposal to require hearings for fare increases rather than all fare changes and allow public hearings to be held at locations and times other than Marin Transit Board meetings to allow for more public participation. Ms. Sullivan noted how one of the goals of the proposed update is to reach riders more effectively and efficiently. She outlined staff's research regarding public hearing policies that led to the proposed update.

Director Moulton Peters expressed support for the proposed policy update. She asked for clarification regarding where staff could hold public hearings under the new policy.

Ms. Sullivan explained how staff would likely hold public hearings in conjunction with community forums at locations throughout Marin County.

Director Moulton-Peters suggested locations for public hearings.

Director Bushey asked how members of the public could participate in public hearings electronically under the proposed policy.

Ms. Sullivan stated that at the District's last public hearing, staff only received electronic public comments. She clarified that under the proposed policy, during public hearings, there could be a remote participation component, depending on the topic and venue.

Director Rodoni highlighted Marin County's Closer to Home Initiative. He noted that under staff's proposed Public Hearing Policy, public hearings may require additional planning.

**Recommended Action: Adopt an updated Public Hearing Policy.**

M/s: Director Moulton-Peters –Director Bushey

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

Noes: None

Absent: None

Abstain: None

**Adjourn** President Lucan adjourned the meeting at 10:27 A.M.

SINE DIE

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PRESIDENT

ATTEST:

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CLERK



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**Board of Directors**

**Eric Lucan**

President  
Supervisor District 5

**Mary Sackett**

Vice President  
Supervisor District 1

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Second Vice President  
Town of Corte Madera

**Brian Colbert**

Director  
Supervisor District 2

**Stephanie**

**Moulton-Peters**  
Director  
Supervisor District 3

**Dennis Rodoni**

Director  
Supervisor District 4

**Maribeth Bushey**

Director  
City of San Rafael

March 3, 2025

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

**Subject: Federal Legislative Report**

Dear Board Members:

Marin Transit contracts for federal advocacy services with Carpi & Clay. Carpi & Clay provide a monthly Federal Update and an annual report as a part of their services. The attached monthly report for January 2025 focuses on activities of the new administration including a summary of Executive Orders, and Cabinet nominations and appointments

Respectfully Submitted,

Nancy Whelan  
General Manager

**Attachment A:** Federal Update January 2025

## Federal Funding Freeze

On January 27<sup>th</sup>, acting Director of the Office of Management and Budget (OMB) Matthew Vaeth issued a memo (**M-25-13**) titled *Temporary Pause of Agency Grant, Loan, and Other Financial Assistance Programs*. This memo directed all federal agencies to temporarily pause all federal grants, loans, and other financial assistance programs effective 5:00 pm on January 28<sup>th</sup>. Prior to the 5:00 pm deadline on the 28<sup>th</sup>, a legal challenge to the memo was brought before a District Court in Washington, D.C. and a federal judge issued a stay on the funding freeze until February 3<sup>rd</sup>. On January 29<sup>th</sup>, OMB issued another memo that rescinded the memo released on the 27<sup>th</sup>. At the time, it was believed that the rescission of OMB's memo would put an end to the funding freeze. However, about an hour later, White House Press Secretary Karoline Leavitt posted on X, clarifying that rescinding the memo does not, in fact, lift the funding freeze. Following these actions, a coalition of 22 state attorneys general sought a restraining order in a District Court in Rhode Island. They argued that public statements and the X post indicate “the original sweeping spending freeze is still in effect, even if the OMB memo describing it has been pulled.” In response, U.S. District Court Judge McConnell stated that he plans to issue a restraining order, stating that withdrawing the “hugely ambiguous” OMB directive is merely a distinction without a difference, “based on comments by the president’s press secretary.”

## President Trump Issues Slate of Executive Orders

President Trump began his second term by issuing a slate of EOs and memoranda affecting a broad swath of federal policy, including the rescission of policies under former President Joe Biden’s administration. Notable EOs include:

- **Regulatory Freeze Pending Review**: directs federal agencies to freeze rulemakings, rescind unpublished rules, and postpones the effective date of any previously published rules by 60 days.
- **Declaring a National Emergency at the Southern Border of the United States**: declares a national emergency related to immigration at the US-Mexico border and aligns federal resources to address immigration concerns.
- **Putting People Over Fish: Stopping Radical Environmentalism to Provide Water to Southern California**: directs the Secretaries of Commerce and the Interior to “route more water from the Sacramento-San Joaquin Delta to other parts of the state for use by the people there who desperately need a reliable water supply.”



- **Emergency Measures to Provide Water Resources in California and Improve Disaster Response in Certain Areas**: directs all federal agencies to take all measures consistent within their authority to ensure adequate water resources in Southern California to manage the wildfires. Directs the Secretary of the Interior to use authorities to increase hydropower generation in the Central Valley Project (CVP) to increase water storage and conveyance. Directs OMB to review “all Federal programs, projects, and activities for all relevant agencies that impact land management, water supply, water storage and delivery, water infrastructure, and disaster preparedness and response.” Directs additional federal aid to restore housing, remove waste, and increase fire preparedness in California, and additional housing and infrastructure aid to areas affected by Hurricane Helene.
- **Unleashing American Energy**: supports the advancement of energy and natural resources projects but also seeks to halt EV programs and grants established by the Bipartisan Infrastructure Law and the Inflation Reduction Act.
- **Declaring a National Energy Emergency**: revokes the Council on Environmental Quality’s authority to tell agencies how to comply with the environmental review process for energy projects.
- **Council to Assess the Federal Emergency Management Agency**: creates a 20-member council to review federal emergency management policies, practices, and authorities to provide “immediate, effective, and impartial response to and recovery from disasters.”
- **Temporary Withdrawal of All Areas on the Outer Continental Shelf from Offshore Wind Leasing and Review of the Federal Government’s Leasing and Permitting Practices for Wind Projects**: rescinds offshore wind leasing areas and directs a review of all permitting for both onshore and offshore wind.
- **Removing Barriers to American Leadership in Artificial Intelligence**: outlines policies and provisions related to artificial intelligence (AI), including the development of an AI Action Plan within 180 days.
- **Establishing and Implementing the President’s “Department of Government Efficiency”**: creates and authorizes the Department of Government Efficiency (DOGE) to be led by Elon Musk.
- **Reforming The Federal Hiring Process and Restoring Merit to Government Service**: part of President Trump’s efforts to remove diversity, equity, and inclusion (DEI) provisions implemented by former President Biden.
- **Keeping Americans Safe in Aviation**: specifically directs the Federal Aviation Administration (FAA) to end all DEI-related practices in the agency’s hiring practices.
- **Immediate Assessment of Aviation Safety**: directs the Secretary of Transportation and Administrator of the FAA to “review all hiring decisions and safety protocols made during” the previous administration and “to take such corrective action as necessary to achieve uncompromised aviation safety.”
- **Return to In-Person Work**: requires federal agencies to begin terminating remote work arrangements and bring the federal workforce back into the office.
- **Hiring Freeze**: orders a federal hiring freeze for civilian positions across the executive branch. Within 90 days, OMB must develop a plan to reduce the federal workforce through efficiency and attrition. The freeze will expire for most agencies once the plan is issued, except for the IRS, where it remains in effect until further notice. The freeze does not apply

to military personnel, positions related to immigration enforcement, national security, public safety, or services for Social Security, Medicare, or Veterans' benefits.

- **Restoring Accountability to Policy-Influencing Position Within the Federal Workforce:** reinstates and expands Schedule F, reclassifying certain federal positions as "Schedule Policy/Career" which allows for the reassignment or dismissal of federal employees in these positions who are deemed underperforming or not aligned with the administration's policies, reversing restrictions imposed by the previous administration.
- **Restoring Accountability for Career Senior Executives:** increases accountability among Senior Executive Service (SES) officials, ensuring they align with the administration's policies. The directive calls for new performance plans, reassignments, restructuring of oversight boards, and potential removal of SES members whose performance is deemed inconsistent with their duties.
- **Reforming the Federal Hiring Process and Restoring Merit to Government Service:** reforms federal hiring practices by emphasizing merit-based recruitment and enhancing efficiency.
- **Ending Radical and Wasteful Government DEI Programs and Preferencing:** terminates federal diversity, equity, inclusion (DEI), and environmental justice programs. All DEI-related positions, programs, mandates, and training, including "Chief Diversity Officer" roles and "equity action plans," are to be ended within 60 days. The Assistant to the President for Domestic Policy will monitor agency compliance, assess barriers to implementation, and recommend additional measures to ensure adherence to the order.
- **Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government:** establishes a federal policy recognizing two immutable biological sexes, male and female, and aims to ensure that all federal policies, regulations, and enforcement actions adhere to this distinction. Federal agencies and departments must use sex-based definitions in all regulations, policies, and official documents. Additionally, federal identification documents (e.g., passports) must reflect biological sex. The order also dissolves the White House Gender Policy Council.
- **Protecting Children from Chemical and Surgical Mutilation:** prohibits federal funding for gender transition procedures, including puberty blockers, hormone treatments, and surgeries, for individuals under 19 years of age. The order also directs federal agencies to review policies related to insurance coverage, restricting the use of federal funds for insurers that cover such treatments for minors, and mandates a review of medical guidelines related to gender dysphoria in children.

## **President Trump to Address Congress on March 4<sup>th</sup>**

Speaker of the House Mike Johnson (R-LA) [sent a letter](#) to President Trump inviting him to give an address during a Joint Session of Congress on March 4<sup>th</sup>. This speech will be President Trump's first address to Congress in his second term in office.

## **Treasury Begins Extraordinary Debt Limit Measures**

On January 17<sup>th</sup>, outgoing Secretary of the Treasury Janet Yellen [sent a letter](#) to Speaker Johnson announcing that the Department of the Treasury (Treasury) will begin extraordinary measures to

prevent default on the national debt effect January 21<sup>st</sup>. The *Fiscal Responsibility Act of 2023* ([P.L. 118-5](#)) suspended the debt limit until January 1<sup>st</sup> of this year, and a new limit was established on January 2<sup>nd</sup>. The extraordinary measures include temporarily withholding investments in the Civil Service Retirement and Disability Fund and the Postal Service Retiree Health Benefits Fund. Both funds will receive payments once Congress acts to increase or suspend the debt limit. President Trump announced his desire for the debt ceiling to be increased as part of the budget reconciliation package under development by House Republicans.

## Trump Cabinet Nominations

The following chart provides the status of President Trump’s nominees for his second Cabinet. Senate Committees continue to hold nomination hearings and committee votes to send nominations to the Senate Floor.

Dept/Agency	Position	Nominee	Confirmation	Acting Official
Agriculture	Secretary	Brooke Rollins	<i>pending</i>	Gary Washington
Commerce	Secretary	Howard Lutnick	<i>pending</i>	Jeremy Pelter
Defense	Secretary	Pete Hegseth	1/24 by a vote of 51-50	N/A
Education	Secretary	Linda McMahon	<i>pending</i>	Denise Carter
Energy	Secretary	Chris Wright	<i>pending</i>	Ingrid Kolb
Health & Human Services	Secretary	Robert F. Kennedy, Jr.	<i>pending</i>	Dorothy Fink
Homeland Security	Secretary	Krisi Noem	1/25 by a vote of 59-34	N/A
Housing & Urban Development	Secretary	Scott Turner	<i>pending</i>	Matt Ammon
Interior	Secretary	Doug Burgum	1/30 by a vote of 79-18	N/A
Justice	Attorney General	Pam Bondi	<i>pending</i>	James McHenry
Labor	Secretary	Lori Chavez-DeReemer	<i>pending</i>	Vince Micone
State	Secretary	Marco Rubio	1/21 by a vote of 99-0	N/A
Transportation	Secretary	Sean Duffy	1/28 by a vote of 77-22	N/A
Treasury	Secretary	Scott Bessent	1/27 by a vote of 68-29	N/A
Veterans Affairs	Secretary	Doug Collins	<i>pending</i>	Todd Hunter

Central Intelligence Agency	Director	John Ratcliffe	Confirmed 1/23 by a vote of 74-25	N/A
Environmental Protection Agency	Administrator	Lee Zeldin	1/29 by a vote of 56-42	N/A
Office of Management and Budget	Director	Russel Vought	<i>pending</i>	Matthew Vaeth
Office of National Intelligence	Director	Tulsi Gabbard	<i>pending</i>	Stacey Dixon
Small Business Administration	Administrator	Kelly Loeffler	<i>pending</i>	Everett Woodel
United States Trade Representative	Ambassador	Jamieson Greer	<i>pending</i>	Juan Millan
United Nations Representative	Ambassador	Elise Stefanik	<i>pending</i>	Dorothy Shea
White House	Chief of Staff	Susie Wiles	Confirmation not required	N/A

## Trump Administration Appointments

President Trump submitted the following Executive Branch nominations to the Senate following his inauguration.

Dept/Agency	Position	Appointee	Previous Government Position
Defense	Secretary of the Army	Daniel Driscoll	Former candidate for Congress
Defense	Secretary of the Air Force	Troy Meink	Principal Deputy Director of the National Reconnaissance Office
Defense	Secretary of the Navy	John Phelan	N/A
Energy	Deputy Secretary	James Danly	FERC Commissioner
Energy	Under Secretary for Science	Dario Gil	N/A
Energy	Under Secretary of Energy	Preston Wells Griffith	Senior Director for Energy and Environment on the National Security Council; Acting Assistant Secretary for International Affairs at the Department of Energy

EPA	Deputy Secretary	David Fotouhi	EPA Acting General Counsel
EPA	Region 6 Administrator	Scott Mason	Director of the American Indian Environmental Office
EPA	Director of the Office of Air and Radiation	Aaron Szabo	Senior Council for the White House Council on Environmental Quality
Federal Energy Regulatory Commission	Chair	Mark Christie	FERC Commissioner
Federal Trade Commission	Federal Trade Commissioner	Mark Meador	Deputy Chief Counsel for Antitrust and Competition Policy in the Office of Senator Mike Lee (R-UT)
Health & Human Services	Director of National Institutes of Health	Jayanta "Jay" Bhattacharya	N/A
Health & Human Services	Surgeon General	Janette Nesheiwat	N/A
Health & Human Services	Deputy Secretary	James O'Neill	Principal Deputy Secretary of Health & Human Services
Health & Human Services	Director of the Centers for Disease Control and Prevention	David Weldon	Former Republican Representative from Florida's 15 <sup>th</sup> Congressional District
Health & Human Services	Administrator of the Centers for Medicare and Medicaid Services	Mehmet Oz	Member of the President's Council on Sports, Fitness, and Nutrition
Health & Human Services	Commissioner of Food and Drugs	Martin Makary	N/A
Homeland Security	Deputy Secretary	Troy Edgar	Chief Financial Officer of DHS
Homeland Security	Commissioner of Customs and Border Protection	Rodney Scott	24 <sup>th</sup> Chief of US Border Patrol
Housing & Urban Development	Director of the Federal Housing Finance Agency	Bill Pulte	N/A
Interior	Deputy Secretary	Katharine MacGregor	Interior Deputy Secretary
Justice	Deputy Attorney General	Todd Blanche	N/A

Justice	Assistant Attorney General for the Civil Rights Division	Harmeet Dhillon	N/A
Justice	US Attorney, DC	John Irving	Counsel in the US Attorney's Office, DC
Justice	Director of the FBI	Kash Patel	Chief of Staff to Acting Secretary of Defense Christopher Miller
Labor	Deputy Secretary	Keith Sonderling	Member of the Equal Employment Opportunity Commission
Labor	Deputy Secretary	Steven Gill Bradbury	DOT General Counsel
NASA	Administrator	Jared Isaacman	N/A
OMB	Deputy Director	Dan Bishop	Former Representative from North Carolina's 8 <sup>th</sup> Congressional District
Office of Personnel Management	Director	Scott Kupor	N/A
Transportation	Acting Administrator of the Federal Aviation Administration	Chris Rocheleau	Deputy Associate Administrator of the FAA for Aviation Safety
Transportation	Administrator of the Federal Railroad Administration	David Fink	N/A
Treasury	Deputy Secretary	Michael Faulkender	Assistant Secretary of the Treasury for Economic Policy
Treasury	Commissioner of Internal Revenue	Billy Long	Former Representative from Missouri's 7 <sup>th</sup> Congressional District
USDA	Under Secretary for Marketing and Regulatory Programs	Dudley Hoskins	Counsel for the Senate Committee on Agriculture, Nutrition, and Forestry
USDA	Deputy Secretary	Stephen Vaden	Judge of the US Court of International Trade
USDA	Chief of Staff	Kailee Tkacz Buller	Chief of Staff to the Deputy Secretary of Agriculture
USDA	Deputy Chief of Staff	Preston Parry	Executive Assistant to the Director of the Domestic Policy Council

USDA	Chief of Staff to the Deputy Secretary and Senior Advisor to the Secretary for Food	Jennifer Tiller	N/A
White House	Border Czar	Tom Homan	Acting Director of US Immigration and Customs Enforcement
White House	Chair of the President's Council of Advisors on Science and Technology	David Sacks	N/A
White House	National Security Advisor	Michael Waltz	Representative from Florida's 15 <sup>th</sup> Congressional District
White House	Chair of the President's Intelligence Advisory Board	Devin Nunes	Former Representative from California's 22 <sup>nd</sup> Congressional District
White House	Deputy Chief of Staff	Dan Scavino	White House Deputy Chief of Staff for Communications
White House	Deputy Chief of Staff for Communications and Personnel	Taylor Budowich	N/A
White House	Deputy Chief of Staff for Policy, Homeland Security Advisor	Stephen Miller	Senior Advisor to the President
White House	Legislative Affairs Director	James Braid	Chief of Staff for JD Vance as Senator from Ohio
White House	White House Counsel	David Warrington	N/A
White House	Communications Director	Steven Cheung	Special Assistant to the President and Director of Strategic Response
White House	Press Secretary	Karoline Leavitt	N/A

## CONGRESSIONAL HEARINGS

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In the opening days of the new 119<sup>th</sup> Congress, Committees focused on organizational issues and naming chairs and ranking members. Once these items were addressed, the House Transportation & Infrastructure Committee commenced a series of hearings focused on the upcoming surface transportation reauthorization (current reauthorization expires in September 2026) by examining the various transportation modes and hearing from witnesses about their key principles for reauthorization.

**House Transportation Committee.** The Committee held its organizational meeting which finalized the designation of full Committee and Subcommittee leadership. Rep. Sam Graves (R-MO) remains Chairman as does Ranking Member Rick Larsen (D-WA). For the Highways and Transit Subcommittee, the new Chairman will be Rep. David Rouzer (R-NC) and the Ranking Member will be Del. Eleanor Holmes Norton (D-DC).

**Senate Commerce Committee.** The Committee finalized the designation of full Committee leadership. Senator Ted Cruz (R-TX) is the new Chairman and Senator Maria Cantwell (D-WA) is the new Ranking Member.

**Senate Banking Committee.** The Committee finalized the designation of full Committee and Subcommittee leadership. Senator Tim Scott (R-SC) is the new Chairman and Senator Elizabeth Warren (D-MA) is the new Ranking Member. For the Housing, Transportation and Community Development Subcommittee, Senator Katie Britt (R-AL) was named as the Chair and Senator Tina Smith (D-MN) was named as the Ranking Member.

**Senate Environment and Public Works Committee.** The Senate Environment and Public Works Committee finalized the designation of full Committee and Subcommittee leadership. Senator Shelley Moore Capito (R-WV) is the new Chair and Senator Sheldon Whitehouse (D-RI) is the new Ranking Member. For the Transportation and Infrastructure Subcommittee, Senator Kevin Cramer (R-ND) was named as the Chair and Senator Angela Alsobrooks (D-MD) was named as the Ranking Member.

**Senate Commerce Committee.** The Committee held a confirmation hearing for Sean Duffy who is President Trump's nominee to be the US Secretary of Transportation. Duffy said that his top priority as Secretary would be safety and that President Trump asked that he focus on "big, durable projects that connect our country and people. And if confirmed, I will work to reduce the red tape that slows critical infrastructure projects, ensuring that funds are spent efficiently." Secretary -Designate Duffy's opening statement is [HERE](#) and the full hearing may be viewed [HERE](#). The Committee subsequently gave unanimous approval to Duffy's nomination and the Senate voted 77-22 to confirm him.

**House Transportation & Infrastructure Committee.** the Committee held its first hearing of the new 119<sup>th</sup> Congress to examine 'America Builds: The State of the Nation's Transportation System'.



The Committee heard from a variety of witnesses including state and local leaders as well as stakeholders. Witnesses expressed support for long term funding certainty and the need for further permit streamlining. The hearing can be viewed [HERE](#) and the witnesses were:

- Honorable Jeff Landry, Louisiana Governor [Testimony](#)
- Honorable Vanessa Fuentes, Mayor Pro Tem, City of Austin [Testimony](#)
- Sarah Galica, Vice President, Home Depot [Testimony](#)
- Seth Schulgen, Vice President, Williams Bros Construction [Testimony](#)

***House Highways & Transit Subcommittee.*** The Subcommittee held its first hearing of the new Congress to examine 'America Builds: Highways to Move People and Freight'. As part of his opening statement, Chairman Rouzer (R-NC) stated that the Subcommittee must address the solvency of the Highway Trust Fund (HTF) as gas tax revenues are not sufficient to address expenditures and singled out electric vehicles who currently do not pay into the HTF but use the roads. Witnesses highlighted some common themes such as the need for a timely, multi-year bill providing long-term certainty for states and localities as well as flexibility for states to address their most critical priorities. The full hearing may be viewed [HERE](#). The witnesses at the hearing were:

- Jim Tymon, Executive Director, AASHTO [Testimony](#)
- Dennis Dellinger, President & CEO, Cargo Transporters [Testimony](#)
- Janet Kavinoky, VP, External Affairs, Vulcan Materials Company [Testimony](#)
- Matthew Colvin, Chief of Staff, Transportation Trades Dept, AFL-CIO [Testimony](#)

***House Railroads Subcommittee.*** The Subcommittee held its first hearing of the new Congress on the topic of 'America Builds: Examining America's Freight and Passenger Rail Network'. In his opening remarks, Chairman Webster (R-FL) noted that the Subcommittee must focus on "improving and maintaining Amtrak's existing network, weaning it off government support, and providing competitive, reliable and safe service to attract riders." Several witnesses expressed their support for the CRISI grant program and permitting reforms and urged the subcommittee not to impose overly prescriptive mandates on the industry. The full hearing can be viewed [HERE](#). The witnesses at the hearing were:

- Ian Jeffries, President & CEO, Association of American Railroads [Testimony](#)
- Chuck Baker, President, American Short Line & Regional Rail Assoc [Testimony](#)
- Joe Daloisio, Chair, Nat'l Railroad Construction & Maintenance Assoc [Testimony](#)
- Jared Cassity, Alternate Nat'l Safety & Legislative Director, Sheet Metal Air Rail Transportation Division [Testimony](#)

## GRANT AWARD ANNOUNCEMENTS

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**DOT Announces RAISE Grant Awards.** DOT [announced](#) \$1.32 billion in Round 1 awards through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program to 109 projects across the country.

**DOT Announces Reconnecting Communities Grant Awards.** DOT [announced](#) \$544 million in grants awards or 81 projects through the Reconnecting Communities Pilot discretionary grant program. The program helps to routes between communities in urban, rural, and tribal areas that were cut off by transportation infrastructure decades ago, leaving entire neighborhoods without easy access to opportunities, employment and key resources like schools, medical offices, and places of worship.

**DOT Announces Intersection Safety Challenge Winners.** DOT [announced](#) the winners of the Intersection Safety Challenge Stage 1B: System Assessment and Virtual Testing. The purpose of the Intersection Safety Challenge, a multi-stage prize competition, is to encourage teams of innovators and end-users to develop, prototype and test intersection safety systems (ISS) that leverage emerging technologies including artificial intelligence (AI) and machine learning (ML) to identify and mitigate unsafe conditions involving vehicles and vulnerable road users at roadway intersections. DOT awarded 10 teams with prize amounts ranging from \$166,666 to \$750,000, for a total of \$4,000,000 in prize awards.

**DOT Announces Modernizing NEPA Challenge Rewards.** DOT [announced](#) the winners of the Modernizing National Environmental Policy Act (NEPA) challenge, which rewarded the use of accessible and interactive innovations to make the NEPA review process easier to navigate. Winning projects are aimed at incentivizing collaborative, real-time reviews to save time and improve the quality of NEPA documents. There were nine recipients of \$50,000 each.

**FHWA Announces \$229.9 Million in ER funds.** The Federal Highway Administration (FHWA) [announced](#) the release of \$229.9 million in Emergency Relief (ER) funds to 26 states, Guam, and Puerto Rico. The funds will be used to support repair needs following natural disasters, catastrophic events, and extreme weather such as flooding, wildfires, hurricanes, and mudslides. Repairs resulting from these events will receive federal reimbursement funding under the FHWA's Emergency Relief (ER) program.

**FHWA Announces Charging and Fueling Infrastructure Program Awards.** FHWA [announced](#) \$635 million to 49 projects in 27 states through the Charging and Fueling Infrastructure Program. The grants will help to deploy more than 11,500 EV charging ports and hydrogen and natural gas fueling infrastructure.

**FHWA Announces ATIIP Grant Awards.** FHWA [announced](#) \$44.5 million in Active Transportation Infrastructure Investment Program (ATIIP) grant awards. The grants help to fund projects that plan,

design, and construct projects for connected networks that lead to destinations and make communities safer for bikers and pedestrians while increasing access to public transit.

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## REGULATORY ACTIONS TAKEN IN JANUARY UNDER THE PREVIOUS ADMINISTRATION

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*The following actions were taken in January by the prior Administration. It is possible that these actions could be amended or revoked.*

**FTA Publishes Charter Service NPRM.** FTA published a [notice of proposed rulemaking](#) (NPRM) that would amend regulations that govern the provision of charter service by recipients of Federal financial assistance. The proposed changes will remove the Federal Financial Assistance Programs listed in an appendix and the guidance in additional appendices and make non-substantive technical edits throughout to remove outdated citations and provide clarity. Comments are due by March 10<sup>th</sup>.

**FTA Publishes Guidance Policy Statement on the Applicability of Drug and Alcohol Testing Program to TNCs.** FTA [published](#) a notice that proposes to clarify FTA's policy on the applicability of FTA's drug and alcohol testing program to transportation network companies. FTA proposes to update the Shared Mobility frequently asked questions, published in 2016 on FTA's website, to correct an error that has resulted in the misapplication of what is commonly known as the taxicab exception and clarify when the exception applies. FTA seeks comment from all interested parties. After review and consideration of the comments, FTA will issue a final notice announcing the policy statement and the revised FAQs. Comments are due by February 13<sup>th</sup>.

**FTA Publishes Guidance on Third-Party Contracting.** FTA [published](#) the final updated Third-Party Contracting Guidance Circular (C 4220.1G). The updated circular reflects statutory and regulatory changes that have occurred since the last update, provides additional non-binding guidance, and supersedes the previous Third-Party Contracting Guidance Circular C 4220.1F. This notice responds to the comments FTA received on the proposed circular, which was published in the Federal Register on November 27<sup>th</sup>, 2024. The circular is effective on February 18<sup>th</sup>.

**FWS Seeks Comment on Proposed Critical Habitat for Foothill Yellow-Legged Frog.** The Fish & Wildlife Service (FWS) is [seeking public comment](#) on its proposal to designate 760,071 acres of critical habitat for the Foothill Yellow-Legged Frog in California. The proposed includes habitats for four listed and distinct populations: 192,275 acres for the North Feather population (threatened), 307,777 acres for the South Sierra population (endangered), 249,942 acres for the Central Coast population (threatened), and 10,077 acres for the South Coast population (endangered). Comments are due by March 17<sup>th</sup>.

**Treasury Releases Final 48E(h) Clean Electricity Bonus Credit Rules.** The Department of the Treasury (Treasury) released the [final rule](#) and [procedural guidance](#) for the Section 48E(h) Clean Electricity Low-Income Communities Bonus Credit Amount Program. The credit program will allocate bonuses to 1.8 gigawatts of clean electricity generation serving low-income communities annually from 2025 through at least 2032. Applications for Program Year 2025 are due by August 1<sup>st</sup> and application information is available [HERE](#).

## FEDERAL AGENCY ANNOUNCEMENTS AND PERSONNEL CHANGES

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**DOT Publishes Annual Transportation Statistics Report.** DOT's Bureau of Transportation Statistics published the [2024 Transportation Statistics Annual Report](#). The report presents an overview of the national transportation system, including key indicators regarding safety, system reliability, energy use, and environmental impacts.

**DOT Requests Combating Human Trafficking in Transportation Impact Award Nominations.** The [annual Combating Human Trafficking in Transportation Impact Award](#) (the award) is a component of DOT's Transportation Leaders Against Human Trafficking initiative that seeks to raise awareness among transportation stakeholders about human trafficking and increase training and prevention to combat crime. The award serves as a platform for transportation stakeholders to creatively develop impactful and innovative counter-trafficking tools, initiatives, campaigns, and technologies that can be shared with the broader community to help stop human trafficking. The award is open to individuals and entities, including non-governmental organizations, transportation industry associations, research institutions, and State and local government organizations. Entrants compete for a cash award of up to \$50,000 to be awarded to the individual(s) or entity selected for creating the most impactful counter-trafficking initiative or technology. Submissions are due by March 7<sup>th</sup>.

**FTA Publishes Analysis on How Transit Agencies are Working to Reduce Worker Assaults.** FTA [published](#) an analysis that shares information on how transit agencies assess, mitigate, and monitor the safety risk related to assaults on transit workers. The analysis summarizes risk ratings, types of mitigations, and the effectiveness of safety strategies grouped by agency type and size.

**FTA Announces 2025 TAM Track System Peer Exchange Applications Are Open.** FTA announced that the Transit Asset Management Program (TAM) is now [accepting applications](#) for a day and a half long in-person peer exchange on how to incorporate TAM practices into their track systems. Applications are due by January 31<sup>st</sup>.

##   ##   ##



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Director  
City of San Rafael

March 3, 2025

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

**Subject: Marin County Transit District Second Quarter FY 2024/25  
Financial Report**

Dear Board Members:

**Recommendation**

Accept report and approve associated budget amendment.

**Summary**

The quarterly report is an opportunity for your Board to review the District's financial status and to provide fiscal and operational accountability. This report represents all financial transactions for the District through the second quarter of Fiscal Year 2024/25 and requests your approval of budget amendment 2025-04 (Attachment B).

**Background**

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

**Discussion**

Second quarter operations and capital expenses and revenues were consistent with the Board-adopted budget (Attachment A). Capital expenditures were 59 percent of the capital budget which includes the purchase of the new Francisco Blvd land parcel.

**Transit Operating Expenses**

FY 2024/25 transit operating expenditures through the second quarter (Attachment A, Page 1) are \$21.4 million, which is 47 percent of the annual budget of \$45.3 million. With these expenditures, Marin Transit delivered 49 percent of budgeted fixed route service hours and 37 percent of budgeted paratransit service hours as identified in Table 1.



**Transit Operating Revenues**

Marin Transit’s FY 2024/25 operating revenues through the second quarter (Attachment A, Page 1) are \$24.5 million or 53 percent of the annual budget of \$45.8 million.

**Capital Budget**

Through the second quarter, Marin Transit’s expenditures in the Capital Budget (Attachment A, Page 1) were \$21.2 million or 59 percent of the \$35.8 million budget. Capital revenues typically tie closely to expenditures as they tend to be on a reimbursement basis. The presented financials include an outstanding account receivable for \$10 million of Federal Transit Administration (FTA) Section 5339 funds for the purchase of the Francisco property. These funds are from the District’s facility grant but cannot be obligated until after the Environmental phase is complete. There is more uncertainty around the receipt of these funds since it is our understanding that all unobligated FTA discretionary are on hold. Attachment C includes a complete Capital Report for all major Marin Transit capital projects for the current period.

**Table 1: FY 2024/25 Year to Date (YTD) thru Second Quarter Service Operations**

Service	Budgeted Annual Revenue Hours	YTD thru Q2 Actual Revenue Hours	% of Annual
Regular Fixed Route	167,400	82,247	49%
School Supplemental Service	1,725	691	40%
Muir Woods Shuttle	4,200	2,466	59%
West Marin Stagecoach Service	16,500	8,106	49%
<b>Fixed Route Subtotal</b>	<b>189,825</b>	<b>93,510</b>	<b>49%</b>
Marin Access Shuttles	2,500	355	14%
Local Paratransit Service	30,000	13,901	46%
Regional Paratransit Service	5,000	2,463	49%
Yellow School Bus Service	4 buses	4 buses	-
Service	Annual Estimated Trips	YTD thru Q2 Actual Trips	% of Annual
Catch A Ride	16,000	10,752	67%
Volunteer Driver	10,000	4,243	42%

Source: Marin Transit

**Fiscal/Staffing Impact**

This item includes Board adoption of budget amendment 2025-04. This amendment adds additional budget to the Novato Bus Stop Improvements project (BN).



Respectfully Submitted,

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

Karina Sawin  
Accounting Manager

**Attachment A:** FY 2024/25 Second Quarter Financial Report

**Attachment B:** FY 2024/25 Budget Amendments

**Attachment C:** Capital Projects Report

Marin Transit  
 FY2024/25 Q2 Budget Report  
 From 7/1/2024 Through 12/31/2024

*(In Whole Numbers)*

	<u>FY24 Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget - Revised</u>	<u>Current Period Actual</u>	<u>Percent Total Budget Used</u>
Revenue					
Vehicle Operations	46,688,114	49,283,402	45,786,750	24,453,102	53%
Capital	2,441,429	9,751,108	34,352,213	18,135,972	53%
Total Revenue	<u>49,129,543</u>	<u>59,034,510</u>	<u>80,138,963</u>	<u>42,589,074</u>	<u>53%</u>
Expenses					
Vehicle Operations	41,350,242	45,290,112	45,290,112	21,397,694	47%
Capital	2,400,336	9,751,108	35,799,713	21,181,624	59%
Total Expenditures	<u>43,750,578</u>	<u>55,041,220</u>	<u>81,089,825</u>	<u>42,579,318</u>	<u>53%</u>
Expenditures	<u>43,750,578</u>	<u>49,220,186</u>	<u>81,089,825</u>	<u>42,579,318</u>	53%
Net Revenue Over Expenditures	<u>5,378,965</u>	<u>3,993,290</u>	<u>(950,862)</u>	<u>9,757</u>	-1%



Marin Transit  
 FY2024/25 Q2 Budget Report  
 From 7/1/2024 Through 12/31/2024

*Operations Summary - Admin, Local, Rural, Marin Access, Yellow Bus*

	FY24 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
Fare Revenue	3,489,555	3,434,005	3,434,005	1,503,005	43.77%
Advertising & Other Revenue	48,325	50,000	50,000	24,162	48.32%
Fee for Service	1,493,935	1,521,924	1,521,924	842,123	55.33%
Interest	922,103	800,700	800,700	357,426	44.64%
Measure A	942,866	80,832	80,832	80,830	100.00%
Measure AA	17,754,997	18,561,868	18,561,868	7,814,578	42.10%
Measure B	793,674	913,000	913,000	682,230	74.72%
Property Taxes	5,909,281	6,166,642	6,166,642	3,143,801	50.98%
Redevelopment Area (RDA) Fees	84,675	84,000	84,000	39,296	46.78%
State Transit Assistance (STA)	5,245,116	5,784,253	5,784,253	2,305,015	39.85%
Transit Development Act (TDA)	7,881,923	11,412,830	11,412,830	5,706,415	50.00%
Other State	26,132	22,300	22,300	11,526	51.69%
FTA Funds	1,550,942	1,773,055	1,773,055	1,499,153	84.55%
National Park Service	548,596	658,047	658,047	443,542	67.40%
Cost Center Revenue Transfers	(4,003)	(1,980,054)	(5,476,706)	-	0.00%
<b>Total Revenue</b>	<u>46,688,117</u>	<u>49,283,402</u>	<u>45,786,750</u>	<u>24,453,102</u>	<u>53.41%</u>
Salaries and Benefits	3,317,126	3,833,506	3,833,506	1,805,980	47.11%
Consultant Services	622,871	692,088	692,088	148,082	21.40%
Professional Service-Legal	27,563	154,500	154,500	20,224	13.09%
Security and Maintenance	195,017	260,783	260,783	84,167	32.27%
Mobility Management Support Programs	6,472	63,506	63,506	2,939	4.63%
Grants to External Agencies	771,899	768,388	768,388	-	0.00%
Office Supplies	349,611	405,102	405,102	263,834	65.13%
General Insurance	125,419	162,000	162,000	125,803	77.66%
Contract Service Operation	32,699,205	35,065,755	35,065,755	17,337,999	49.44%
Membership & Prof Development	71,176	91,000	91,000	50,928	55.96%
Mileage and Travel	23,933	26,500	26,500	9,044	34.13%
Marketing	105,570	169,486	169,486	85,748	50.59%
Communication	171,859	268,648	268,648	202,167	75.25%
Fuel	2,948,794	3,563,954	3,563,954	1,304,477	36.60%
Utilities	55,363	70,072	70,072	33,410	47.68%
Vehicle Leases	27,130	27,944	27,944	13,537	48.44%
Office - Rental and Overhead	-	192,000	192,000	95,036	49.50%
Cost Center Transfers	<u>(168,764)</u>	<u>(525,121)</u>	<u>(525,121)</u>	<u>(185,682)</u>	<u>35.36%</u>
<b>Total Expenses</b>	<u>41,350,244</u>	<u>45,290,111</u>	<u>45,290,111</u>	<u>21,397,694</u>	<u>47.25%</u>
<b>Net Revenue Over Expenditures</b>	<u>5,337,873</u>	<u>3,993,291</u>	<u>496,639</u>	<u>3,055,409</u>	<u>615.22%</u>

Marin Transit  
 FY2024/25 Q2 Budget Report  
 From 7/1/2024 Through 12/31/2024

<i>Detail - Administration</i>		FY24 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
<b>Revenue</b>						
Interest	4070400	922,103	800,700	800,700	357,426	44.64%
Redevelopment Fees	4079950	45,589	49,000	49,000	23,568	48.10%
Residual ABX 126	4079954	39,086	35,000	35,000	15,728	44.94%
PropTax-CurrntSecured	4080101	5,185,538	5,468,100	5,468,100	2,807,263	51.34%
County Fee-SV2557Admin Basic Tax	4080102	(59,603)	(68,959)	(68,959)	(33,571)	48.68%
Property Tax-Unitary	4080103	53,542	50,000	50,000	0	0.00%
PropTax-CurrntUnSecur	4080104	108,969	90,000	90,000	0	0.00%
Educ Rev Augm Fund-Redist	4080105	510,865	513,500	513,500	340,435	66.30%
PropTax-Supp CY SECR	4080106	97,015	100,000	100,000	21,839	21.84%
PropTax-Supp Unsecured	4080107	6,279	5,000	5,000	0	0.00%
PropTax-Redemption	4080108	984	3,500	3,500	2,861	81.74%
<b>Total Revenue</b>		<b>6,916,251</b>	<b>7,051,641</b>	<b>7,051,641</b>	<b>3,540,714</b>	<b>50.21%</b>
<b>Transfers</b>						
Property Tax Transfer	4700001	(1,643,981)	(2,535,380)	(6,035,380)	(144,566)	2.40%
<b>Total Transfers</b>		<b>(1,643,981)</b>	<b>(2,535,380)</b>	<b>(6,035,380)</b>	<b>(144,566)</b>	<b>2.40%</b>
<b>Net Revenue</b>		<b><u>5,272,268.00</u></b>	<b><u>4,516,262.00</u></b>	<b><u>1,016,261.00</u></b>	<b><u>3,396,148</u></b>	<b><u>334.18%</u></b>
<b>Expense</b>						
Salaries	5010200	2,020,831	2,376,983	2,376,983	1,314,057	55.28%
Employee Benefits	5020000	1,296,294	1,456,523	1,456,523	491,923	33.77%
Consultant Services	5030301	185,859	240,400	240,400	77,369	32.18%
Professional Svcs - Legal	5030303	27,563	154,500	154,500	20,224	13.09%
Prof Svcs - Accounting and Audit	5030305	36,571	38,500	38,500	0	0.00%
Security Services	5030701	1,843	3,000	3,000	2,274	75.80%
Office Supplies	5049901	6,220	14,626	14,626	3,237	22.13%
Small Furn/Equip	5049902	7,306	10,300	10,300	3,415	33.16%
Software	5049903	108,247	97,850	97,850	77,160	78.86%
Copier Suppl & Srvc	5049904	8,113	10,300	10,300	4,299	41.74%
Postage	5049905	4,970	9,000	9,000	99	1.10%
Computers	5049906	32,525	23,690	23,690	6,006	25.35%
Communication - Phone	5050201	32,922	37,500	37,500	17,675	47.13%
Insurance - Gen Liability	5060301	125,419	162,000	162,000	125,803	77.66%
Membership & Prof Development	5090101	71,176	91,000	91,000	50,928	55.96%
Mileage and Travel	5090202	23,933	26,500	26,500	9,044	34.13%
Marketing	5090801	17,160	15,000	15,000	5,928	39.52%
Office Rental	5121200	180,444	192,000	192,000	95,036	49.50%
<b>Total Expense</b>		<b>4,187,396</b>	<b>4,959,672</b>	<b>4,959,672</b>	<b>2,304,478</b>	<b>46.46%</b>
<b>Transfers</b>						
Cost Center Salary/Benefit Transfers	5100100	(3,449,455)	(3,773,191)	(3,773,191)	(1,796,280)	47.61%
Cost Center Transfer Overhead	5100101	(718,177)	(658,490)	(658,490)	(269,801)	40.97%
<b>Total Transfers</b>		<b>(4,167,632)</b>	<b>(4,431,681)</b>	<b>(4,431,681)</b>	<b>(2,066,081)</b>	<b>46.62%</b>
<b>Total Expense</b>		<b><u>19,764</u></b>	<b><u>527,991</u></b>	<b><u>527,991</u></b>	<b><u>238,397</u></b>	<b><u>45.15%</u></b>

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<i>Detail- Local</i>		FY24 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
<b>Revenue</b>						
Special Fares - Paid By Another Agency	4020000	337,289	350,000	350,000	88,594	25.31%
Advertising Revenue	4060301	48,324	50,000	50,000	24,162	48.32%
Local Government Payments	4090101	11,792	-	-	106,889	N/A
Measure A Sales Tax	4092001	712,000	61,039	61,039	61,038	100.00%
Measure AA - Sales Tax	4092005	12,905,349	13,500,000	13,500,000	6,467,414	47.91%
State Transit Assistance -Population Based	4110101	2,685,116	3,224,253	3,224,253	995,016	30.86%
Transit Development Act (TDA)	4110102	7,881,923	11,412,830	11,412,830	5,706,415	50.00%
State Transit Assistance - Revenue Based	4110104	2,500,000	1,000,000	1,000,000	500,000	50.00%
SREC Credits	4119911	7,579	6,000	6,000	8,613	143.55%
Fed- FTA 5307 STP	4139912	284,002	-	-	-	-
National Park Service	4139951	548,596	658,047	658,047	443,542	67.40%
Fare Revenue	4140100	<u>2,364,674</u>	<u>2,213,000</u>	<u>2,213,000</u>	<u>1,084,217</u>	<u>48.99%</u>
<b>Total Revenue</b>		<b>30,286,644</b>	<b>32,475,169</b>	<b>32,475,169</b>	<b>15,485,899</b>	<b>47.69%</b>
<b>Transfers</b>						
Property Tax Transfer	4700001	137,566	100,000	100,000	100,000	100.00%
Program Revenue Transfer	4700002	<u>110,369</u>	<u>100,000</u>	<u>100,000</u>	85,473	85.47%
<b>Total Transfers</b>		<b>247,935</b>	<b>200,000</b>	<b>200,000</b>	<b>185,473</b>	<b>92.74%</b>
<b>Net Revenue</b>		<b><u>30,534,579</u></b>	<b><u>32,675,169</u></b>	<b><u>32,675,169</u></b>	<b><u>15,671,372</u></b>	<b><u>47.96%</u></b>
<b>Expense</b>						
Consultant Services	5030301	331,055	267,800	267,800	17,360	6.48%
Fare Processing Charges	5030310	42,142	23,340	23,340	17,805	76.29%
Bus Stop Maintenance	5030501	105,172	160,000	160,000	41,715	26.07%
Custodial Service	5030602	55,773	74,483	74,483	28,575	38.36%
Fuel	5040101	2,131,968	2,471,839	2,471,839	872,798	35.31%
Electrical Power	5040160	94,701	222,789	222,789	80,384	36.08%
Utilities (Facility)	5040180	40,339	38,245	38,245	21,667	56.65%
Small Furn/Equip	5049902	11,935	10,609	10,609	3,784	35.67%
Software	5049903	47,219	65,000	65,000	71,223	109.57%
Communication	5050200	94,517	157,430	157,430	131,208	79.29%
Purchased Transportation - In Report	5080101	24,373,401	25,987,128	25,987,128	12,912,061	49.69%
Marketing	5090801	<u>55,020</u>	<u>95,000</u>	<u>95,000</u>	<u>55,893</u>	<u>58.83%</u>
<b>Total Expense</b>		<b>27,383,242</b>	<b>29,573,663</b>	<b>29,573,663</b>	<b>14,254,473</b>	<b>48.20%</b>
<b>Transfers</b>						
Cost Center Salary/Benefit Transfers	5100100	2,608,290	2,664,770	2,664,770	1,231,872	46.23%
Cost Center Transfer Overhead	5100101	<u>543,046</u>	<u>436,817</u>	<u>436,817</u>	<u>185,027</u>	<u>42.36%</u>
<b>Total Transfers</b>		<b>3,151,335</b>	<b>3,101,588</b>	<b>3,101,588</b>	<b>1,416,899</b>	<b>45.68%</b>
<b>Total Expense</b>		<b><u>30,534,577</u></b>	<b><u>32,675,251</u></b>	<b><u>32,675,251</u></b>	<b><u>15,671,372</u></b>	<b><u>47.96%</u></b>

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<i>Detail - Rural</i>		FY24 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
<b>Revenue</b>						
Measure A Sales Tax	4092001	57,672	4,944	4,944	4,944	100.00%
Measure AA - Sales Tax	4092005	926,812	933,109	933,109	484,888	51.96%
State Transit Assistance - Revenue Based	4110104	-	1,500,000	1,500,000	750,000	50.00%
Fed-FTA 5311 Rural	4139920	413	-	-	78,900	0.00%
Fare Revenue	4140100	<u>77,818</u>	<u>70,000</u>	<u>70,000</u>	<u>38,136</u>	<u>54.48%</u>
<b>Total Revenue</b>		<b>1,062,715</b>	<b>2,508,053</b>	<b>2,508,053</b>	<b>1,356,868</b>	<b>54.10%</b>
<b>Transfers</b>						
Property Tax Transfer	4700001	<u>1,442,593</u>	<u>255,326</u>	<u>255,326</u>	<u>10,831</u>	<u>4.24%</u>
<b>Total Transfers</b>		<b>1,442,593</b>	<b>255,326</b>	<b>255,326</b>	<b>10,831</b>	<b>4.24%</b>
<b>Net Revenue</b>		<b><u>2,505,308</u></b>	<b><u>2,763,379</u></b>	<b><u>2,763,379</u></b>	<b><u>1,367,699</u></b>	<b><u>49.49%</u></b>
<b>Expense</b>						
Consultant Services	5030301	-	16,480	16,480	-	0.00%
Fuel	5040101	268,984	338,697	338,697	160,128	47.28%
Small Furn/Equip	5049902	118	5,000	5,000	-	0.00%
Communication-AVL	5050205	3,384	19,868	19,868	12,358	62.20%
Purchased Transportation - In Report	5080101	2,051,073	2,207,290	2,207,290	1,104,263	50.03%
Marketing	5090801	<u>5,882</u>	<u>21,855</u>	<u>21,855</u>	<u>8,011</u>	<u>36.66%</u>
<b>Total Expense</b>		<b>2,329,441</b>	<b>2,609,190</b>	<b>2,609,190</b>	<b>1,284,760</b>	<b>49.24%</b>
<b>Transfers</b>						
Cost Center Salary/Benefit Transfers	5100100	149,488	140,495	140,495	72,108	51.32%
Cost Center Transfer Overhead	5100101	<u>31,123</u>	<u>41,273</u>	<u>41,273</u>	<u>10,831</u>	<u>26.24%</u>
<b>Total Transfers</b>		<b>180,612</b>	<b>181,768</b>	<b>181,768</b>	<b>82,939</b>	<b>45.63%</b>
<b>Total Expense</b>		<b><u>2,510,053</u></b>	<b><u>2,790,958</u></b>	<b><u>2,790,958</u></b>	<b><u>1,367,699</u></b>	<b><u>49.00%</u></b>

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<i>Detail - Marin Access</i>		FY24 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
<b>Revenue</b>						
Measure A Sales Tax	4092001	173,194	14,848	14,848	14,848	100.00%
Measure AA - Sales Tax	4092005	2,830,506	3,020,411	3,020,411	610,651	20.22%
Measure B	4099950	793,674	913,000	913,000	682,230	74.72%
State Transit Assistance -Population Based	4110101	60,000	60,000	60,000	60,000	100.00%
State Prop Tx Relief HOPTR	4119910	18,361	16,000	16,000	2,722	17.01%
Fed-FTA 5307 Urbanized Area Formula	4139910	1,065,277	1,006,374	1,006,374	1,208,899	120.12%
Fed-FTA 5310 Mobility	4139915	201,250	766,681	766,681	211,354	27.57%
Fare Revenue	4140100	201,181	200,500	200,500	120,697	60.20%
GGBHTD Payment for Local Paratransit	4601003	668,028	736,916	736,916	335,257	45.49%
GGBHTD Payment for Regional Paratransit	4601004	<u>800,005</u>	<u>766,040</u>	<u>766,040</u>	<u>392,697</u>	<u>51.26%</u>
<b>Total Revenue</b>		<u>6,811,476</u>	<u>7,500,770</u>	<u>7,500,770</u>	<u>3,639,355</u>	<u>48.52%</u>
<b>Transfers</b>						
Property Tax Transfer	4700001	59,819	200,000	200,000	33,735	16.87%
Program Revenue Transfer	4700002	<u>(110,369)</u>	<u>(100,000)</u>	<u>(100,000)</u>	-	<u>0.00%</u>
<b>Total Transfers</b>		<u>(50,550)</u>	<u>100,000</u>	<u>100,000</u>	<u>33,735</u>	<u>33.74%</u>
<b>Net Revenue</b>		<u>6,760,926</u>	<u>7,600,770</u>	<u>7,600,770</u>	<u>3,673,090</u>	<u>48.33%</u>
<b>Expense</b>						
Consultant Services	5030301	16,605	88,265	88,265	30,971	35.09%
Fare Processing Charges	5030310	1,551	-	-	1,140	0.00%
Custodial Service	5030602	16,557	19,500	19,500	7,844	40.23%
Security Services	5030701	1,150	2,300	2,300	-	0.00%
Fuel	5040101	453,142	530,629	530,629	191,167	36.03%
Utilities (Facility)	5040180	15,024	31,827	31,827	11,743	36.90%
Small Furn/Equip	5049902	-	10,000	10,000	-	0.00%
Software	5049903	121,751	148,727	148,727	94,176	63.32%
Communication-MERA Radio	5050204	33,742	34,754	34,754	34,463	99.16%
Communication-Data	5050206	11,863	19,096	19,096	6,163	32.27%
Purchased Transportation - In Report	5080101	4,781,903	5,380,048	5,380,048	2,603,880	48.40%
Purchased Transportation - Regional	5080102	737,591	700,009	700,009	367,652	52.52%
Marketing	5090801	27,507	37,132	37,132	15,894	42.80%
Misc-Exp Transit User Training	5098001	6,390	13,506	13,506	2,939	21.76%
Gap Grant	5098002	82	50,000	50,000	-	0.00%
<b>Total Expense</b>		<u>6,224,858</u>	<u>7,065,793</u>	<u>7,065,793</u>	<u>3,368,032</u>	<u>47.67%</u>
<b>Transfers</b>						
Cost Center Salary/Benefit Transfers	5100100	443,695	401,414	401,414	265,222	66.07%
Cost Center Transfer Overhead	5100101	<u>92,377</u>	<u>117,923</u>	<u>117,923</u>	<u>39,836</u>	<u>33.78%</u>
<b>Total Transfers</b>		<u>536,072</u>	<u>519,337</u>	<u>519,337</u>	<u>305,058</u>	<u>37.31%</u>
<b>Total Expense</b>		<u>6,760,930</u>	<u>7,585,130</u>	<u>7,585,130</u>	<u>3,673,090</u>	<u>48.42%</u>

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*Detail - Yellow Bus*

		FY24 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
<b>Revenue</b>						
Yellow Bus Fares - Paid by Another Agency	4030000	171,000	177,840	177,840	-	0.00%
Local Government Payments	4090101	14,110	18,969	18,969	7,280	38.38%
Measure AA - Sales Tax	4092005	1,092,330	1,108,348	1,108,348	251,625	22.70%
Fare Revenue - Yellow Bus	4140105	<u>337,593</u>	<u>422,665</u>	<u>422,665</u>	<u>171,361</u>	<u>40.54%</u>
Total Revenue		1,615,033	1,727,822	1,727,822	430,266	24.90%
Net Revenue		<u>1,615,033</u>	<u>1,727,822</u>	<u>1,727,822</u>	<u>430,266</u>	<u>24.90%</u>
<b>Expense</b>						
Consultant Services	5030301	11,102	5,000	5,000	1,421	28.42%
Fare Processing Charges	5030310	11,961	13,803	13,803	5,535	40.10%
Custodial Service	5030602	545	-	-	240	0.00%
Software	5049903	1,383	-	-	734	0.00%
Yellow Bus School Service	5080103	755,237	791,280	791,280	350,143	44.25%
Marketing	5090801	-	500	500	22	4.40%
Measure AA Yellow Bus Grants	5098008	771,899	768,388	768,388	-	0.00%
Leases and Rentals - Passenger Vehicles	5120401	<u>27,130</u>	<u>27,944</u>	<u>27,944</u>	<u>13,537</u>	<u>48.44%</u>
Total Expense		1,579,257	1,606,915	1,606,915	371,632	23.13%
<b>Transfers</b>						
Cost Center Salary/Benefit Transfers	5100100	108,300	80,283	80,283	65,643	81.76%
Cost Center Transfer Overhead	5100101	<u>22,548</u>	<u>23,585</u>	<u>23,585</u>	<u>9,860</u>	<u>41.81%</u>
Total Transfers		130,849	103,867	103,867	75,503	280.43%
Total Expense		<u>1,710,106</u>	<u>1,710,782</u>	<u>1,710,782</u>	<u>447,135</u>	<u>26.14%</u>

**Detail: Capital Budget**

	Total Project Budget	Prior Year Expenditures	FY2024/25 Budget	FY2024/25 Revised	FY2024/25 Actual	Total Project Expenditures
HZ 10 Hybrid Bus Battery Replacements	716,431	0	716,431	716,431	1,235	1,235
LE Purchase 7 35 ft Hybrids	6,423,974	40,936	0	6,383,038	6,093,654	6,134,590
LF Purchase 3 35ft Hybrids	2,850,000	0	5,000	5,000	0	0
PE Purchase 1 electric paratransit	677,208	9,862	667,913	667,346	105	9,967
PG Purchase 12 Paratransit Replacements	1,308,000	0	5,000	5,000	0	0
<b>Subtotal Vehicles</b>	<b>11,975,613</b>	<b>50,798</b>	<b>1,394,344</b>	<b>7,776,815</b>	<b>6,094,993</b>	<b>6,145,792</b>
BN Novato Bus Stop Shelters	61,115	3,257	55,143	93,656	57,856	61,113
BP ADA Bus Stop Improvements	1,803,000	361,024	1,461,679	1,441,985	79,559	440,583
BQ Capital Corridor Improvements	2,000,000	78,245	800,000	806,755	101,912	180,157
<b>Subtotal Bus Stop Improvements</b>	<b>3,864,115</b>	<b>442,526</b>	<b>2,316,822</b>	<b>2,342,396</b>	<b>239,326</b>	<b>681,853</b>
FG Facility Maintenance Facility	45,678,000	253,542	355,902	20,096,458	14,145,582	14,399,124
FH Facility - 3010/3020 Kerner Improvements	3,535,967	471,923	3,164,040	3,064,044	103,549	575,472
FI Facility - Kerner Driver Break Room	650,000	0	650,000	650,000	0	0
YF Yellow Bus Parking Facility	3,000,000	0	0	0	0	0
<b>Subtotal Facility</b>	<b>52,863,967</b>	<b>725,465</b>	<b>4,169,942</b>	<b>23,810,502</b>	<b>14,249,131</b>	<b>14,974,596</b>
OD On Board Equipments	1,250,000	0	1,250,000	1,250,000	475,569	475,569
<b>Subtotal On Board Equipment</b>	<b>1,250,000</b>	<b>0</b>	<b>1,250,000</b>	<b>1,250,000</b>	<b>475,569</b>	<b>475,569</b>
GG Golden Gate Capital Costs (GG)	24,000	74,127	20,000	20,000	7,133	7,133
VR Major Vehicle Repairs (VR)	200,000	285,443	200,000	200,000	45,539	45,539
IF Infrastructure Support (IF)	400,000	1,652,015	400,000	400,000	69,932	69,932
<b>Subtotal Ongoing Capital Expenses</b>	<b>624,000</b>	<b>2,011,585</b>	<b>620,000</b>	<b>620,000</b>	<b>122,604</b>	<b>122,604</b>
<b>Total Expenditures</b>	<b>70,577,695</b>	<b>3,230,374</b>	<b>9,751,108</b>	<b>35,799,713</b>	<b>21,181,624</b>	<b>22,400,415</b>

FY2024/25 Q2  
Budget Amendments

Number	Board Authorization	Description	Function	Program	Project	GL	Original	Change	Final
2025-01	08/05/2024	Moved budget from future years to FY2024/25 for the purchase of property. No change to total project cost.	Capital	Capital	FG	5230104 Facilities	355,902	19,750,000	20,105,902
		Total Change for 2025-01							19,750,000
2025-02	12/02/2024	Roll forward of FY2024 Capital Project expenditures.	Capital	Capital	LE	5230101 Vehicles	0	6,383,038	6,383,038
					PE	5230101 Vehicles	667,913	-567	667,346
					BN	5230104 Facilities	55,143	2,715	57,858
					BP	5230104 Facilities	1,461,679	-19,694	1,441,985
					BQ	5230104 Facilities	800,000	6,755	806,755
					FG	5230104 Facilities	20,105,901	-9,444	20,096,458
					FH	5230104 Facilities	3,164,040	-99,996	3,064,044
					Total Change for 2025-02				
2025-03	12/02/2024	Increase total project budget for 3010/3020 Kerner construction	Capital	Capital	FH	5230104 Facilities	3,535,967	1,100,000	4,635,967
		Total Change for 2025-03							1,100,000



Attachment B

Number	Board Authorization	Description	Function	Program	Project	GL	Original	Change	Final
2025-04	Pending	Add additional budget to Novato Bus Stop Shelter project	Capital	Capital	BN	5230104 Facilities and Stops	61,115	35,798	96,913
		Total Change for 2025-04							35,798



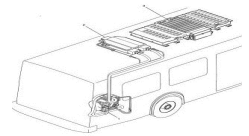
# Capital Projects Report FY2024/25

This capital project report provides details through the Second Quarter FY2024/25. Project descriptions and status are given for all major capital projects. Projects are grouped according to project type as shown below.

	Total Project Budgets	Total Expended FY2025	Total Project Expenditures
Vehicles	\$11,975,613	\$6,094,993	\$6,145,792
Bus Stop Improvements	\$3,864,115	\$239,326	\$681,853
Facility	\$52,863,967	\$14,249,131	\$14,974,596
Technology Projects	\$1,250,000	\$475,569	\$475,569
Ongoing Capital Expenses	\$624,000	\$122,604	\$122,604 (annual)
	<b>\$70,577,695</b>	<b>\$21,181,624</b>	<b>\$22,400,415</b>

**Hybrid Battery Refresh** **Total Project Budget \$716,431**

Concept: Purchase replacement batteries for Hybrid buses  
Funding: \$716,431 Measure AA  
 \*Federal funds allocated will be spent on preventive maintenance

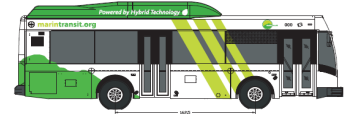


Description: Perform required mid-life hybrid battery refresh on 10 2017 35ft buses  
Status: Procurement process has started and is expected to finish in 2025.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to Date</u>	<u>Percent Complete</u>	<u>Anticipated Completion Date</u>
HZ	\$716,431	\$1,235	0%	Dec-25

**Purchase Seven 35ft Hybrid Vehicles (Replacement)** **Total Project Budget \$6,423,974**

Concept: Replace seven 35ft Hybrid vehicles to replace vehicles beyond their useful life.  
Funding: \$4,882,220 Federal Section 5307  
 \$770,877 State  
 \$770,877 Measure AA



Description: Purchase seven 35ft Hybrid vehicles  
Status: Vehicles have been delivered and entered service in July 2024. An additional spare parts order for this purchase is in process.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to Date</u>	<u>Percent Complete</u>	<u>Anticipated Completion Date</u>
LE	\$6,423,974	\$6,134,590	95%	Jun-25

**Purchase Three 35ft Hybrid Vehicles** **Total Project Budget \$2,850,000**

Concept: Purchase Three 35ft Hybrid Vehicles  
Funding: \$2,166,000 Federal 5307  
 \$684,000 Measure AA



Description: Purchase 3 35ft Hybrid Vehicles to replace one shuttle and narrow XHF vehicles that are no longer available.  
Status: This purchase is anticipated to start in Spring 2025.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to Date</u>	<u>Percent Complete</u>	<u>Anticipated Completion Date</u>
LF	\$2,850,000	\$0	0%	Jun-26

VEHICLES



VEHICLES

**Purchase 12 Paratransit Replacements**

**Total Project Budget \$1,308,000**

Concept: Purchase 12 paratransit replacements

Funding: \$1,046,400 Federal Section 5307  
\$261,600 Measure AA

Description: Replace 12 paratransit vehicles beyond their useful life

Status: This purchase is anticipated to start in Spring 2025.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion Date</u>
PG	\$1,308,000	\$0	0%	Aug-25

**Purchase Electric Paratransit Vehicle**

**Total Project Budget \$677,208**

Concept: Purchase One Electric Paratransit Vehicle

Funding: \$677,208 State LCTOP

Description: Replace 1 paratransit vehicles that is beyond its useful life

Status: Marin Transit will replace one paratransit vehicle with two electric paratransit vehicles. The District is waiting for the release of a upcoming vehicle that may have improved range and features. Staff plans to bring this purchase to the Board for authorization in early 2025.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion Date</u>
PE	\$677,208	\$9,967	1%	Dec-25

BUS STOP IMPROVEMENTS

**Bus Stop Improvements - Novato Bus Shelters**

**Total Project Budget \$61,115**

Concept: Replace Bus Shelters in Novato

Funding: \$48,892 Federal Lifeline Program  
\$12,223 Measure AA

Description: Marin Transit will replace up to eight advertising shelters previously under contract with an advertising company through the City of Novato with low-maintenance shelters.

Status: Shelters were ordered and delivered in October 2024. They are being installed by the City of Novato staff as schedules allow.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Completion Date</u>
		<u>Date</u>	<u>Percent Complete</u>	
BN	\$61,115	\$61,113	100%	Jun-25



BUS STOP IMPROVEMENTS

ADMIN AND OPERATIONS FACILITY

**Bus Stop Improvements - County Wide Stop Improvements** **Total Project Budget \$1,803,000**

Concept: Complete construction of Bus Stop Improvements

Funding: \$1,362,400 Federal  
\$440,600 Measure AA

Description: Design & Construction for ADA Bus Stop Improvements

Status: A construction contract was awarded in December 2024. Construction is anticipated to break ground in Spring 2025.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u> <u>Date</u>	<u>Percent Complete</u>	<u>Completion Date</u>
BP	\$1,803,000	\$440,583	24%	Jun-26

**Bus Stop Improvements - Capital Corridors Improvements** **Total Project Budget \$2,000,000**

Concept: Improve High Ridership Corridors

Funding: \$1,600,000 Federal OBAG 3  
\$400,000 Measure AA

Description: Evaluate and make improvements to three high ridership corridors.

Status: Marin Transit has procured communication needed for buses to use signal priority features in San Rafael. Staff is working with San Rafael to enable the system in San Rafael. Staff executed a task order with On-Call planning team to start the corridor evaluation process and identify improvement opportunities.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u> <u>Date</u>	<u>Percent Complete</u>	<u>Completion Date</u>
BQ	\$2,000,000	\$180,157	9%	Jan-26

**Facility - Maintenance Facility** **Total Project Budget \$45,678,000**

Concept: Purchase/Build Fixed Route Maintenance Facility

Funding: \$14,178,000 Capital Reserve  
\$31,500,000 FTA 5339

Description: Purchase/Build Fixed Route Maintenance Facility

Status: Property was purchased at 1075 Francisco Blvd E. Marin Transit is working on NEPA and CEQA clearances.



<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u> <u>Date</u>	<u>Percent Complete</u>	<u>Anticipated</u> <u>Completion Date</u>
FG	\$45,678,000	\$14,399,124	32%	Jul-27



ADMIN AND OPERATIONS FACILITY

**Facility - Kerner Driver Break Room Improvements** **Total Project Budget \$650,000**

Concept: Improve Driver Break Room at Kerner  
Funding: \$650,000 Local Property Tax



Description: Make improvements to Kerner Maintenance Facility to provide drivers with a Break Room area.

Status: Project anticipated to begin in 2025.

Project ID	Budget	Expended to		Anticipated	
		Date	Percent Complete	Completion Date	
FI	\$650,000	\$0	0%	Jun-26	

**Facility - 3010/3020 Kerner Improvement** **Total Project Budget \$3,535,967**

Concept: Improvements to the 3010/3020 Kerner Parking Facility  
Funding: \$655,747 LCTOP Funding  
 \$1,192,790 FTA 5307  
 \$300,000 Local Property Tax



Description: Prepare site for vehicle parking and electric bus charging

Status: Board authorized a construction Contract in December 2024. Staff anticipates construction to break ground in the Spring of 2025 and be complete by December 2025.

Project ID	Budget	Expended to		Anticipated	
		Date	Percent Complete	Completion Date	
FH	\$3,535,967	\$575,472	16%	Dec-25	

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

Concept: Identify and purchase property for vehicles  
Funding: \$3,000,000 Capital Reserve  
Description: Replace temporary leased parking with a permanent location  
Status: Marin Transit is evaluating and identifying opportunities for land acquisition.



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



TECHNOLOGY PROJECTS

**Technology Projects - On Board Technology**

**Total Project Budget \$1,250,000**

Concept: Fund the purchase of equipment needed for farebox transition.

Funding: \$1,000,000 Federal 5307  
\$250,000 Measure AA



Description: Fund purchase of new passenger counting equipment, replacement fareboxes, and associated advanced vehicle location equipment.

Status: New automatic passenger counters were installed fleetwide in November 2024. A contract for a new advanced vehicle location system, will be brought to the Board for award in January. A procurement for replacement fareboxes will begin summer 2025.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated</u>
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion Date</u>
OD	\$1,250,000	\$475,569	38%	Jun-25

ONGOING CAPITAL EXPENSES

**Ongoing Capital Expenses**

**Annual Budget \$624,000**

Concept: Ongoing capital expenses  
Funding: \$624,000 Measure A

<u>Projects:</u>		<u>Total Project Budgets</u>	<u>Annual Budget</u>	<u>Expended in FY2025</u>
GG	Golden Gate Capital Costs	\$24,000	\$20,000	\$7,133
VR	Major Vehicle Repairs	\$200,000	\$200,000	\$45,539
IF	Infrastructure Support	\$400,000	\$400,000	\$69,932



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

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

- Ripple Notification, a cloud-based solution for automating communication between our paratransit operation, scheduling software and your riders. It provides SMS, voice and email notifications.



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Director  
City of San Rafael

March 3, 2025

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

**Subject: Marin Transit Quarterly Performance Report for the Second Quarter of FY 2024/25**

Dear Board Members:

**Recommendation**

Information only.

**Summary**

As part of the District's service monitoring process, staff prepare a quarterly performance report. Attached is the report for the second quarter of FY 2024/25.

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

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

**Fiscal/Staffing Impact**

None.

Respectfully Submitted,

Asher Butnik  
Senior Transit Planner

**Attachment A:** Quarterly Performance Report for FY 2024/25 Q2

**Attachment B:** FY 2024/25 Q2 (October – December) Marin Transit Outreach and Travel Training



## Quarterly Performance Report for FY 2024/25 Q2

This report summarizes the operational performance of Marin Transit services for the second quarter of FY 2024/25 from October 1, 2024 through December 31, 2024. The Quarterly Performance Report provides detailed route-level statistics, analyzes trends, and evaluates performance measures established under Measure A and Measure AA.

### Report Format

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

Route performance is presented relative to typology-based targets. The Board adopted updated targets on September 9, 2024. These typology-based targets aim to match routes and service levels to the markets they are intended to serve. All performance and financial data are consistent with the District's reporting for the National Transit Database.

### Performance Goals

Performance goals at the route level are measured in both productivity (unlinked passengers per hour and per trip) and cost-effectiveness (subsidy per unlinked passenger trip). Table 1 below summarizes route level performance goals by typology. Note that there are no productivity or cost-effectiveness goals identified for the Yellow Bus, Muir Woods Shuttle, Volunteer Driver, and Catch-A-Ride programs.

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

Service Typology	Routes	Unlinked Passenger Trips per Hour (at or above)	Subsidy per Passenger Trip (at or below)
Local	17, 22, 23, 35, 36, 49, 71	18	\$10.88
Community	29, 57, 219, 228, 233, 245	8	\$19.04
Supplemental	613, 619, 625, 654	20 per trip	\$16.32
Rural	61, 68	6	\$29.92
Demand Response	Local Paratransit, Marin Access Shuttles	2	\$108.80

### Performance Summary

In the second quarter of FY 2024/25, Marin Transit carried a total of 807,675 passengers systemwide. This represents a ridership increase of 6% compared to the second quarter of the previous fiscal year and is 1% lower than pre-pandemic ridership (Q2 FY2019/20).





On fixed route transit services, Marin Transit carried 750,326 riders. This is an increase of 6% compared to the second quarter of FY 2023/24. The Muir Woods Shuttle carried 3,041 passengers. This represents a decrease of 14% from the prior year. The Yellow Bus program carried 33,455 passengers. This represents an increase of 10% compared to the second quarter of the previous fiscal year. Marin Access services carried 20,853 trips on demand response and mobility management programs. This reflects an increase of 20% compared to the second quarter of the last fiscal year. The tables at the end of this report provide a breakdown of all route-level statistics.

### **Local (Routes 17, 22, 23, 35, 36, 49, and 71)**

In the second quarter of FY 2024/25, Local routes carried 607,204 passengers. This represents an increase of 6% compared to the second quarter of the prior fiscal year. The Local typology carried 20 passengers per revenue hour, meeting the goal of 18 or higher, and the average subsidy per passenger was \$8.46, meeting the goal of \$10.88 or lower. Local service accounted for 67% of fixed route service in revenue hours and 81% of fixed route ridership in the second quarter of FY 2024/25.

### **Community (Routes 29, 57, 219, 228, 233, 245)**

During the second quarter of the fiscal year, Community routes carried 100,847 total passengers. This represents an increase of 4% from the second quarter of the last fiscal year. The Community typology carried 10 passengers per revenue hour, meeting the goal of 8 or higher, and the average subsidy per passenger was \$16.55, meeting the goal of \$19.04 or lower. Community services accounted for 23% of fixed route service in revenue hours and provided 13% of fixed route ridership in the second quarter of FY 2024/25.

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

Supplemental School routes carried 13,554 passengers in the second quarter of FY 2024/25. This represents a 25% increase from the second quarter of the prior fiscal year. The Supplemental typology carried 20 passengers per trip, meeting the goal of 20 or higher, and the average subsidy per passenger was \$7.08, meeting the goal of \$16.32 or lower. Supplemental service accounted for 1% of fixed route service in revenue hours and provided 2% of fixed route ridership in the second quarter of FY 2024/25.

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

In the second quarter of the fiscal year, the two Stagecoach routes carried 28,721 passengers. This represents a 13% increase from the second quarter of the prior fiscal year. The Rural typology carried 7 passengers per revenue hour, meeting the goal of 6 or higher, and the average subsidy per passenger was \$23.17, meeting the goal of \$29.92 or lower. Rural service accounted for 9% of fixed route service in revenue hours, and ridership represented 4% of fixed route ridership in the second quarter of FY2024/25.

### **Muir Woods Shuttle**

For the second quarter of FY 2024/25, the Muir Woods Shuttle ran weekend/holiday only for the month of October, and then did not run service for the remainder of the quarter. In this period, the Muir Woods Shuttle carried 3,041 passengers. This represents a decrease of 14% from the second quarter of FY 2023/24. Note that, in consultation with the National Park Service, less service was offered on the Shuttle this year than in the prior year.



## **Yellow Bus**

In the second quarter of FY 2024/25, the Ross Valley School District yellow bus service carried 33,455 passengers. This represents an increase of 10% compared to the second quarter of the prior year, which is more than double the 4% increase in school days from the prior year.

## **Marin Access**

In the second quarter of FY 2024/25, Marin Access offered ADA-paratransit service, the Marin Access Shuttles program, the Volunteer Driver program, and the Catch-A-Ride 2.0 pilot program.

The Demand Response typology represents the subset of Marin Access services that are operated by the District's Demand Response contractor, Transdev, and includes ADA-paratransit service and the Marin Access Shuttles program. In the second quarter of FY 2024/25, Demand Response services carried 12,840 passengers, an increase of 5% over the prior year. The service productivity average of 1.8 passengers per revenue hour did not meet the 2.0 standard. The average subsidy per passenger of \$107.79 did meet the target of \$108.80 or lower.

The Volunteer Driver Program completed 2,048 trips in the first quarter of FY 2024/25. This represents a 12% decrease compared to the previous fiscal year.

The Catch-A-Ride 2.0 pilot program provided 5,965 one-way trips. This represents an increase of 108% compared to the prior year. The Catch-A-Ride 2.0 pilot has seen strong and sustained growth for the six consecutive quarters since its inception.

## **Community Engagement**

Staff perform various activities on an ongoing basis to engage the community and share information about Marin Transit and Marin Access programs and services. In the second quarter, there was a continued focus on establishing a more regular presence at new and familiar locations across the County to meet people where they are and provide the general public with information about Marin Transit and Marin Access programs and services. Events were held in various formats, at various locations, and on varying days and times to meet the needs of the community. The attached report outlines community engagement initiatives for various target audiences, including community members, fixed route riders, and Marin Access riders.

In the second quarter of FY 2024/25, staff completed twenty-one events, including one Navigating Transit Presentation, six events where the team staffed informational resource tables, five satellite hour events, and nine direct rider engagement events. Nearly all events had Spanish translation services available. In total, staff reached nearly 1,700 community members. In Q2, reach was nearly quadrupled as compared to previous quarter, and the number of events completed was nearly double that of the same period of FY 2023/24.

Digital outreach has proven to be an effective tool for engaging those who currently use our services and those who may be considering trying transit. In Q2 of FY 2024/25 staff distributed 3 E-Newsletters and created 113 social media posts across several platforms. In total, these efforts reached over 5,700 individuals. Staff will continue to test engagement strategies and monitor the outcome of campaigns planned through the end of the fiscal year.



## Ridership Trends

The District continues to experience strong ridership; total ridership reached 99% of pre-pandemic levels in Q2. However, ridership recovery has not been spread evenly across Marin Transit programs. Fixed route ridership recovery was swift and has remained strong; fixed route services exceeded pre-COVID ridership by 5% in the second quarter of FY 2024/25. Marin Access services by contrast were at 51% of pre-COVID ridership levels this quarter. For about a year and a half, Marin Access ridership had plateaued at around half of pre-pandemic levels. The current quarter represents the fourth consecutive quarter where year over year ridership on Marin Access services has increased. Marin Transit staff believe that the restructuring of Marin Access programs, which took effect on July 1, 2023, has had a positive effect on Marin Access ridership and the mobility of older adults and people with disabilities in the long term.

This quarter, Marin Transit experienced strong ridership growth compared to the national average. According to the National Transit Database, in the second quarter of FY 2024/25, nationwide bus ridership was 4% higher than the prior year, compared to Marin Transit's 6% increase over the prior year for fixed route services.

Marin Transit continues to have one of the strongest ridership recoveries in the Bay Area at 105% of pre-COVID for fixed route services, and one of the strongest in the country when comparing to pre-COVID levels (the national average this quarter was 82%). Compared to other North Bay transit agencies, Marin Transit fixed route services continue to perform well. In the second quarter of FY 2024/25, Golden Gate Transit carried 356,657 passengers on its fixed route bus service, representing just under half of Marin Transit's fixed route ridership (750,326), while SMART carried 251,355 passengers. Golden Gate Transit experienced a 6% increase in fixed route bus ridership in this quarter compared to the second quarter of FY2023/24, bringing overall recovery to 49% of pre-COVID ridership. SMART experienced a 24% increase in ridership compared to the second quarter of last year, bringing overall recovery to 139% of pre-COVID ridership.

Other Bay Area transit agencies that provide local transit service experienced comparable ridership growth trends in the second quarter of FY 2024/25. Comparing to other Countywide peer agencies, the Central Contra Costa Transit Authority (County Connection), SamTrans, and Solano County Transit (SolTrans) experienced a 6%, 9%, and 11% increase in ridership, respectively, relative to the second quarter of FY 2023/24, bringing their ridership relative to pre-COVID to 74%, 95%, and 79%, respectively.

Demand for Marin Access mobility management and demand response programs was 20% higher during the second quarter of FY 2024/25 than the second quarter of the prior year. This is the fourth consecutive quarter where ridership on demand response services was higher than the same quarter of the prior year. However, ridership on Marin Access services remains low relative to pre-COVID (51%). Staff conducted a robust assessment of Marin Access programs and ridership to explore reasons for these trends. The assessment concluded that a significant portion of former ridership has switched to alternative programs that better meet their needs. One of these programs is the new Catch-A-Ride 2.0 pilot, which is experiencing very strong growth (108% increase compared to the prior year). It remains to be seen where Marin Access ridership will land when the current growth spurt subsides.

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

**Table 2: Factors Impacting Ridership Comparison**

Factor		FY 2023/24 Q1	FY 2024/25 Q1	Impact
Days Operated	Weekdays	62	61	▼
	School Days	54	56	▲
	Weekends & Holidays	30	31	--
	Muir Woods Shuttle	9	8	▼
Service Disruptions (cancelled/missed service)		275	56	▲▲▲
Rainfall (inches)		11.2	18.9	▼▼
Average Gas Prices		\$5.01	\$4.37	▼

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

# Attachment A

Quarterly Report - Summary

02/18/2025

QUARTER

Q2 FY 2024/25

## Systemwide Performance Statistics

Typology	Route	Passengers	%Δ Passengers	Revenue Hours	Operating Cost	Passengers per Revenue Hou	Subsidy per Passenger	Farebox Recovery
1. Local	17	54,381	▲1.3%	3,681	\$620,293	14.8	\$10.62	6.9%
	22	44,285	▼1.8%	3,359	\$558,614	13.2	\$11.71	7.2%
	23	76,418	▲16.4%	3,630	\$689,724	21.1	\$8.27	8.3%
	35	149,771	▲6.5%	4,854	\$921,837	30.9	\$5.43	11.8%
	36	74,126	▲2.4%	3,901	\$750,000	19.0	\$9.33	7.8%
	49	95,616	▲10.8%	5,071	\$864,309	18.9	\$8.39	7.2%
	71	112,607	▲2.1%	6,134	\$1,202,670	18.4	\$9.80	8.2%
	<b>Rollup</b>	<b>607,204</b>	<b>▲5.8%</b>	<b>30,628</b>	<b>\$5,607,448</b>	<b>19.8</b>	<b>\$8.46</b>	<b>8.4%</b>
2. Community	219	8,303	▼8.3%	1,306	\$218,721	6.4	\$25.42	3.5%
	228	19,511	▲2.9%	2,375	\$394,451	8.2	\$19.36	4.2%
	233	10,660	▲4.1%	1,075	\$179,274	9.9	\$16.14	4.0%
	245	10,151	▼19.6%	1,096	\$185,484	9.3	\$17.60	3.7%
	29	4,353	▲30.9%	568	\$109,740	7.7	\$24.57	2.6%
	57	47,869	▲11.3%	3,855	\$650,911	12.4	\$13.01	4.3%
	<b>Rollup</b>	<b>100,847</b>	<b>▲3.8%</b>	<b>10,274</b>	<b>\$1,738,580</b>	<b>9.8</b>	<b>\$16.55</b>	<b>4.0%</b>
4. Supplemental	613	3,548	▼11.2%	129	\$27,179	27.6	\$7.49	2.3%
	619	6,089	▲56.1%	185	\$42,114	32.8	\$6.75	2.5%
	625	2,369	▼1.4%	88	\$18,332	27.1	\$7.44	3.9%
	654	1,548	▲171.1%	58	\$10,967	26.8	\$6.89	2.7%
	<b>Rollup</b>	<b>13,554</b>	<b>▲24.7%</b>	<b>459</b>	<b>\$98,592</b>	<b>29.5</b>	<b>\$7.08</b>	<b>2.7%</b>
5. Rural	61	7,169	▼1.1%	1,609	\$273,653	4.5	\$37.40	2.0%
	68	21,552	▲19.3%	2,443	\$410,430	8.8	\$18.44	3.2%
	<b>Rollup</b>	<b>28,721</b>	<b>▲13.4%</b>	<b>4,051</b>	<b>\$684,083</b>	<b>7.1</b>	<b>\$23.17</b>	<b>2.7%</b>
7. Yellow Bus	Hdn Valley	5,207	▲13.7%	128	\$33,756	40.8	\$3.03	53.2%
	White Hill	28,248	▲9.1%	859	\$226,595	32.9	\$4.57	43.0%
	<b>Rollup</b>	<b>33,455</b>	<b>▲9.8%</b>	<b>986</b>	<b>\$260,351</b>	<b>33.9</b>	<b>\$4.33</b>	<b>44.3%</b>
8. Recreational	66	3,041	▼14.1%	338	\$70,152	9.0	\$23.04	0.1%
	<b>Rollup</b>	<b>3,041</b>	<b>▼14.1%</b>	<b>338</b>	<b>\$70,152</b>	<b>9.0</b>	<b>\$23.04</b>	<b>0.1%</b>
9. Demand Response	Local Para	12,603	▲5.0%	6,886	\$1,370,201	1.8	\$106.52	2.0%
	MA Shuttle	237	▲17.3%	180	\$41,868	1.3	\$174.84	1.0%
	<b>Rollup</b>	<b>12,840</b>	<b>▲5.2%</b>	<b>7,066</b>	<b>\$1,412,069</b>	<b>1.8</b>	<b>\$107.79</b>	<b>2.0%</b>
Catch-A-Ride	CAR_Taxi	3,805	▲83.5%	0	\$124,422		\$32.70	0.0%
	CAR_TNC	2,160	▲172.0%	0	\$72,134		\$33.40	0.0%
	<b>Rollup</b>	<b>5,965</b>	<b>▲108.0%</b>	<b>0</b>	<b>\$196,556</b>		<b>\$32.95</b>	<b>0.0%</b>
Volunteer Driver	VolDrvr	1,761	▼3.7%	0	\$17,325		\$9.75	1.0%
	VolDvrWM	287	▼41.2%	0	\$5,645		\$19.56	0.5%
	<b>Rollup</b>	<b>2,048</b>	<b>▼11.6%</b>	<b>0</b>	<b>\$22,971</b>		<b>\$11.12</b>	<b>0.9%</b>
<b>Rollup</b>	<b>807,675</b>	<b>▲6.4%</b>	<b>53,803</b>	<b>\$10,090,801</b>	<b>14.9</b>	<b>\$11.62</b>	<b>7.0%</b>	

## FY 2025 Q2 (October – December) Marin Transit Community Engagement

### Reporting Month: October 2024

Date(s)	Event	Description	Contacts
10/4/2024	Travel Navigator Satellite Hours - Brown Bag Food Pantry	Travel Navigator Satellite Hours held at the Vivalon Brown Bag Food Pantry. Community members were able to drop in to ask questions and sign up for programs and services.	60
10/19/2024	Nuestro Canal, Nuestro Futuro	Staffed a resource table during Canal Alliance's Nuestro Canal, Nuestro Futuro Launch Party. Members of the community came to receive information about their transit options in the Canal as well as taking part in a brief survey about transit in the Canal.	200
10/23/2024	West Marin Health & Wellness Fair	Staffed a resource table at the San Geronimo Valley Community Center during the Health and Wellness Fair. Members of the community were able to talk to staff and learn about their transportation options.	20
10/25/2024	Novato Information Day	Staffed a resource table during the Information Day event held in the Bel Marin Keys. Members of the community were able talk to staff and learn about their transportation options.	17
10/28/2024	Travel Navigator Satellite Hours - Senior Congregate Luncheon	Travel Navigator Satellite Hours held at San Geronimo Valley Community Center during the Senior Congregate Luncheon. Participants were able to visit the table for information about transit options available to them.	18
10/29/2024	West Marin Health & Wellness Fair	Staffed a resource table at the Dance Palace in Point Reyes Station during the Health & Wellness Fair. Members of the community were able to talk to staff and learn about their transportation options.	29

### Reporting Month: November 2024

## FY 2025 Q2 (October – December) Marin Transit Community Engagement

Date(s)	Event	Description	Contacts
<b>11/7/2024</b>	West Marin Health & Wellness Fair	Staffed a resource table at the Bolinas Elementary School during the Health & Wellness Fair. Members of the community were able to talk to staff and learn about their transportation options.	50
<b>11/14/2024</b>	West Marin Health & Wellness Fair	Staffed a resource table at Tomales Town Hall during the Health & Wellness Fair. Members of the community were able to talk to staff and learn about their transportation options.	75
<b>11/15/2024</b>	Navigating Transit Presentation	Virtual presentation to members of the Marin Disability Coalition with a general overview of Marin Transit and Marin Access programs and services.	12
<b>11/25/2024</b>	Travel Navigator Satellite Hours - Senior Congregate Luncheon	Travel Navigator Satellite Hours held at San Geronimo Valley Community Center during the Senior Congregate Luncheon. Participants were able to visit the table for information about transit options available to them.	39

## FY 2025 Q2 (October – December) Marin Transit Community Engagement

### Reporting Month: December 2024

Date(s)	Event	Description	Contacts
<b>12/3/2024</b>	Marin Transit 60 <sup>th</sup> Anniversary Outreach – San Rafael Transit Center	Outreach for Marin Transit's 60th Anniversary. Members of the community received promotional items and were encouraged to provide feedback on programs and services.	250
<b>12/4/2024</b>	Marin Transit 60 <sup>th</sup> Anniversary Outreach – San Anselmo HUB	Outreach for Marin Transit's 60th Anniversary. Members of the community received promotional items and were encouraged to provide feedback on programs and services.	24
<b>12/6/2024</b>	Marin Transit 60 <sup>th</sup> Anniversary Outreach – Downtown Fairfax Stop #40522 & 40523	Outreach for Marin Transit's 60th Anniversary. Members of the community received promotional items and were encouraged to provide feedback on programs and services.	11
<b>12/10/2024</b>	Marin Transit 60 <sup>th</sup> Anniversary Outreach – Redwood Blvd & Grant Ave	Outreach for Marin Transit's 60th Anniversary. Members of the community received promotional items and were encouraged to provide feedback on programs and services.	75
<b>12/11/2024</b>	Marin Transit 60 <sup>th</sup> Anniversary Outreach – San Rafael Transit Center	Outreach for Marin Transit's 60th Anniversary. Members of the community received promotional items and were encouraged to provide feedback on programs and services.	350
<b>12/12/2024</b>	Marin Transit 60 <sup>th</sup> Anniversary Outreach – College of Marin	Outreach for Marin Transit's 60th Anniversary. Members of the community received promotional items and were encouraged to provide feedback on programs and services.	35
<b>12/16/2024</b>	Marin Transit 60 <sup>th</sup> Anniversary Outreach – Marin City HUB	Outreach for Marin Transit's 60th Anniversary. Members of the community received promotional items and were encouraged to provide feedback on programs and services.	100



## FY 2025 Q2 (October – December) Marin Transit Community Engagement

<b>12/17/2024</b>	Travel Navigator Satellite Hours – Bolinas Health Center	Travel Navigator Satellite Hours held at the Bolinas Health Center. Participants were able to visit the table for information about transit options available to them.	0
<b>12/18/2024</b>	Travel Navigator Satellite Hours – West Marin Health & Human Services Center	Travel Navigator Satellite Hours held at the West Marin Health & Human Services Center. Participants were able to visit the table for information about transit options available to them.	0
<b>12/18/2024</b>	Marin Transit 60 <sup>th</sup> Anniversary Outreach – Redwood Blvd & Grant Ave	Outreach for Marin Transit's 60th Anniversary. Members of the community received promotional items and were encouraged to provide feedback on programs and services.	80
<b>12/20/2024</b>	Marin Transit 60 <sup>th</sup> Anniversary Outreach – San Rafael Transit Center	Outreach for Marin Transit's 60th Anniversary. Members of the community received promotional items and were encouraged to provide feedback on programs and services.	151



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March 3, 2025

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Marin County Transit District  
3501 Civic Center Drive  
San Rafael, CA 94903

**Subject: Amendment 2 to Contract #1040 with Mark Thomas & Company for On-Call Engineering Services**

Dear Board Members:

### **Recommendation**

Authorize the General Manager to execute contract amendment on the General Engineering Services contract with Mark Thomas & Company (#1104) to increase the maximum cost to the District to \$2,075,000.

### **Summary**

Marin Transit entered into an agreement with Mark Thomas & Company (Mark Thomas) on April 5, 2022 for On-Call Engineering Services after a competitive procurement. The contract was for 2 years and 9 months with two one-year option periods and an amount not to exceed \$1,200,000. On December 20, 2024, the General Manager executed a first amendment to the agreement to execute the two option years and extend the contract end date to December 31, 2026. This proposed second amendment will add \$875,000 to the contract, increasing the not to exceed amount to \$2,075,000. The additional contract value is the equivalent of \$437,500 per year and equivalent to the base contract amount per year.

This contract augments the District's capital project staff by bringing a broad and diverse range of professional services and expertise to plan, design, develop, implement, and maintain large and small transportation projects. Task orders executed to date include design of ADA bus stop improvements and property evaluation task orders. A full list of task orders executed under this contract is included as an attachment to this letter.

### **Fiscal/Staffing Impact**

This is a task order contract, and Marin Transit initiates each task by requesting that the Contractor propose an approach to a specific task. The Contractor's proposal includes the assigned personnel, estimated hours for each, and a total cost. The approved amounts per task order will be consistent with the annual budget approved by your Board.



Current open task orders include Design support through Construction for ADA Bus Stop Improvements and Environmental Support for the acquisition 1075 Francisco Blvd E both of which are in the current budget and funded with a combination of federal grant funding, local Measure AA sales tax, and the District's capital reserve funding.

Task orders anticipated in the coming year include Design of Capital Corridor Bus Stop Improvements and additional technical support for facility projects.

Respectfully Submitted,

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

Anna Penoyar  
Capital Projects Manager

**Attachment A:** Executed Task Order List

**Attachment B:** Draft Amendment to Contract

**General Engineering Services Task Orders Executed to Date**

#	Description	Value*	Status
TO1	3010/3020 Due Diligence	\$75,588	Closed
TO2	600 Rush Phase II Construction Management	\$55,300	Closed
TO3	Miscellaneous Engineering Support	\$25,349	Ongoing
TO4	CM for New Kerner Demolition	\$37,031	Closed
TO5	Property Support	\$12,463	Closed
TO6	Anderson Dr Property Evaluation Support	\$236,093	Closed
TO7	Francisco Property Evaluation	\$98,627	Closed
TO8	Bus Stop Improvements - Design through Construction	\$69,906	Ongoing
TO9	Fixed Route Facility	\$537,973	Ongoing
<b>Task Order Total:</b>		<b>\$1,148,329</b>	

\*Value awarded at NTP or if Task is complete this is the Final Value of Task Order

## SECOND AMENDMENT TO AGREEMENT

BY AND BETWEEN  
THE MARIN COUNTY TRANSIT DISTRICT AND MARK THOMAS & COMPANY  
DATED APRIL 5, 2022

THIS AMENDMENT is made and entered into this \_\_\_ of \_\_\_\_\_, \_\_\_\_\_, by and between the MARIN COUNTY TRANSIT DISTRICT, (hereinafter referred to as "Marin Transit" or "District") and MARK THOMAS & COMPANY (hereinafter referred to as "Consultant").

### RECITALS

WHEREAS, the District and the Consultant entered into an agreement (#1104); and

WHEREAS, the District and the Consultant amended the agreement (#1289) to exercise the remaining two option years and extend the term of the agreement to December 31, 2026; and

WHEREAS, the parties wish to increase the maximum contract cost of \$1,200,000 by \$875,000 to \$2,075,000; and

NOW, THEREFORE, the parties hereby agree to the following amendments as set forth below:

### AGREEMENT

- 1) Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
- 2)  Updated Certificate of Insurance(s) attached hereto.
- 3) Section 5. Maximum Cost to District, is hereby amended to read as follows:

#### **5. MAXIMUM COST TO DISTRICT:**

In no event, will the cost to District for the services to be provided herein for the based contract term exceed the maximum sum of \$2,075,000 including direct non-salary expenses. As set forth in Exhibit B of this Contract, all work shall be authorized as task orders and should the funding source for this Contract be reduced, Consultant agrees that this maximum cost to District may be amended by written notice from District to reflect that reduction.

- 4) Exhibit B, Fees and Payment Schedule Section (6), Maximum Contract Amount is replaced in its entirety by:

(6) MAXIMUM CONTRACT AMOUNT. The current term of this Contract is four years and nine months. The maximum amount payable to Contractor under this Contract for this period, shall not exceed \$2,075,000.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day first written above.

CONSULTANT:

MARIN COUNTY TRANSIT DISTRICT:

By \_\_\_\_\_

\_\_\_\_\_



APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

DRAFT



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March 3, 2025

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Marin County Transit District  
3501 Civic Center Drive  
San Rafael, CA 94903

**Subject: Authorize General Manager to Sign Amendment 2 (#1297),  
Exercising the First Option Year for the Operating Contract for  
Muir Woods Shuttle with Bauer's Intelligent Transportation**

Dear Board Members:

### **Recommendation**

Authorize General Manager, with concurrence from our partner National Parks Service (NPS), to execute the first of three option years with Bauer's Intelligent Transportation, Inc. (Bauer's IT, Inc.) for the seasonal Muir Woods Shuttle, in an amount not to exceed \$850,000 for one option year.

### **Summary**

In February of 2024, your Board authorized the General Manager to award a one-year contract with Bauer's IT, Inc. for the first year of seasonal service to the Muir Woods National Monument. That contract allowed for up to three extension years beyond the base one-year term. Staff are requesting that your Board authorize the General Manager to execute the first option year of that agreement.

### **Background**

For over 15 years, Marin Transit has provided service to the Muir Woods National Monument, originally through our contractor, MV Transportation. With the conclusion of the MV Transportation operations and maintenance contract at the end of FY 2022/23, your board authorized staff to discontinue providing service to the Woods as a year-round fixed route service and instead provide service as a peak-seasonal reservation-based shuttle service.

Calendar year 2024 marked the first year of a new agreement with Bauer's I.T., which was awarded after a competitive procurement process. Marin Transit, in partnership with the NPS, executed an operating plan of 110 days of service in calendar year 2024 (March – October), providing service from the Larkspur and Sausalito Ferry Terminals on weekends, summer weekdays, and holidays throughout the service period. At the original time of approval, staff demonstrated our intent to return to your board with updated schedule and financial planning at the execution of each option year.



District staff intends to propose a similar service plan for the 2025 service season, providing service to the Muir Woods National Monument between April and October. Weekend and holiday service would operate out of the Larkspur Landing Ferry Terminal during the full season. Weekday service would operate during the peak summer season, mid-June through mid-August, out of the Sausalito Ferry Terminal. The exact dates and schedule will be finalized in partnership with NPS team.

Service would continue to be offered at both a low and high frequency service level. Low frequency service level, operating on weekends before Memorial Day and after Labor Day out of Larkspur Landing and peak weekdays out of Sausalito, would utilize four vehicles blocked to ten-hour service days. On low service days, shuttles would make 28 revenue trips total to or from the Woods. The high frequency service level, operating on weekends and holidays between Memorial Day and Labor Day out of Larkspur Landing, would utilize six vehicles blocked to ten-hour service days. On high service days, shuttles would make 42 revenue trips total to or from the Woods.

**Fiscal/Staffing Impact**

Based on the cost escalations in this option year, the estimated contract cost for this level of operations with Bauer’s I.T. would be \$793,352, a rate escalation of 3% from last season. While daily costs increased overall compared to last season, the slight reduction of service days proposed for the 2025 season has helped reduce the overall estimated contract expenditure for the operations and maintenance agreement. The Board authorization of \$850,000 allows for potential schedule changes or service increases during the season. The cost breakdown by service day is shown in Table 1 below.

**Table 1: Option Year 1 Daily Rates**

Term	Daily Cost		Number of Service Days		Total Contract Cost
	High Service*	Low Service*	High Service	Low Service	
Option Year 1 <i>Contract effective date to March 15, 2025</i>	\$12,120	\$6,736	31	62	\$793,352

*\*High service levels use six vehicles per day, low service levels use four vehicles per day.*

The total Muir Woods shuttle program cost for this upcoming season is estimated to be \$1,010,000, which includes all operating costs and other direct costs needed to support the service including District staff time, refuse management, marketing, and web updates.

Per the District’s cooperative agreement with NPS for this service, the District and NPS fund expenses evenly up to the District’s cap of \$412,000 (\$824,000 total), and NPS funds 100% of expenses that exceed that amount. Thus, Marin Transit is responsible for no more than \$412,000 for the program this calendar year. This amount will be funded through Measure A/AA sales tax revenue, is included in the 2024/25 Operations budget, and will be included in the upcoming 2025/26 budget.

To allow flexibility with service levels this year based on NPS feedback, staff recommends authorizing the General Manager to execute an amendment for the Muir Woods Shuttle with Bauer’s Intelligent Transportation, Inc., in an amount not to exceed \$850,000, with the understanding that Marin Transit





would only be responsible for a total program contribution not to exceed \$412,000 for this calendar year. Future option year awards and budgets will be presented to your Board for approval.

Respectfully submitted,

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

Kyle French  
Operations Manager

**Attachment A:** Second Amendment with Bauer's Intelligent Transportation, Inc. for Operations of the Muir Woods Shuttle (#1297)

**SECOND AMENDMENT TO AGREEMENT**  
BY AND BETWEEN THE  
MARIN COUNTY TRANSIT DISTRICT AND BAUER'S INTELLIGENT TRANSPORTATION  
DATED MARCH 3, 2025

THIS AMENDMENT is made and entered into this 3rd day of March, 2025, by and between the MARIN COUNTY TRANSIT DISTRICT, (hereinafter referred to as "Marin Transit" or "District") and BAUER'S INTELLIGENT TRANSPORTATION (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the District and the Contractor entered into an agreement (#1242); and

WHEREAS, the First Amendment (#1294) to the Agreement extended the term of the Contract to March 15, 2025; and

WHEREAS, the parties wish to extend the current Contract Term to March 15, 2026; and

WHEREAS, the parties wish to increase the Maximum Cost to the District by \$793,352 to be expended in 2025, to a total of \$1,685,408 over the life of the contract.

NOW, THEREFORE, the parties hereby agree to the following amendments as set forth below:

AGREEMENT

- 1) Except as otherwise provided herein all terms and conditions of the Agreement and any prior amendments to the Agreement shall remain in full force and effect.
- 2) Exhibit A, Attachment B, Service Plan, Item 1 - Calendar will be replaced in its entirety with the attached revised Attachment B, Service Plan Calendar.
- 3) All references of payment rates in Exhibit B, Fees and Payment Schedule, will be updated to reflect payment rates shown in Exhibit B, Item 6, **Option Year One**.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day first written above.

CONTRACTOR:

MARIN COUNTY TRANSIT DISTRICT:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

**Attachment B - Service Plan Calendar**

MARCH							APRIL							MAY							JUNE						
SUN	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES	WED	THURS	FRI	SAT
						1			1	2	3	4	5					1	2	3							
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	1	2	3	4	5	6	7
							1						1	1						1	3						3
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	8	9	10	11	12	13	14
							1						1	1						1	3						3
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	15	16	17	18	19	20	21
							1						1	1						3	3						3
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	22	23	24	25	26	27	28
							1							3	3					3	3	2	2	2	2	2	3
30	31																				29	30					
																					3	2					

JULY							AUGUST							SEPTEMBER							OCTOBER								
SUN	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES	WED	THURS	FRI	SAT		
		1	2	3	4	5						1	2			1	2	3	4	5	6					1	2	3	4
		2	2	2	3	3						2	3		1	2	3	4	5	6								1	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11		
3	2	2	2	2	2	3	3	2	2	2	2	2	3	1						1	1							1	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18		
3	2	2	2	2	2	3	3						3	1						1	1							1	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25		
3	2	2	2	2	2	3	3						3	1						1	1							1	
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31			
3	2	2	2	2			3						3	1							1								
							31																						
							3																						

NOVEMBER							DECEMBER						
SUN	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES	WED	THURS	FRI	SAT
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

- Service Level I -  
trips departing Larkspur  
4 vehicles in use
- Service Level II -  
trips departing Sausalito  
4 vehicles in use
- Service Level III -  
trips departing Larkspur  
6 vehicles in use

MARCH	
TOTAL SERVICE I DAYS	0
TOTAL SERVICE II DAYS	0
TOTAL SERVICE III DAYS	0
TOTAL SERVICE DAYS	0
APRIL	
TOTAL SERVICE I DAYS	8
TOTAL SERVICE II DAYS	0
TOTAL SERVICE III DAYS	0
TOTAL SERVICE DAYS	8
MAY	
TOTAL SERVICE I DAYS	6
TOTAL SERVICE II DAYS	0
TOTAL SERVICE III DAYS	3
TOTAL SERVICE DAYS	9
JUNE	
TOTAL SERVICE I DAYS	0
TOTAL SERVICE II DAYS	5
TOTAL SERVICE III DAYS	9
TOTAL SERVICE DAYS	14
JULY	
TOTAL SERVICE I DAYS	0
TOTAL SERVICE II DAYS	21
TOTAL SERVICE III DAYS	9
TOTAL SERVICE DAYS	30
AUGUST	
TOTAL SERVICE I DAYS	0
TOTAL SERVICE II DAYS	6
TOTAL SERVICE III DAYS	9
TOTAL SERVICE DAYS	15
SEPTEMBER	
TOTAL SERVICE I DAYS	8
TOTAL SERVICE II DAYS	0
TOTAL SERVICE III DAYS	1
TOTAL SERVICE DAYS	9
OCTOBER	
TOTAL SERVICE I DAYS	8
TOTAL SERVICE II DAYS	0
TOTAL SERVICE III DAYS	0
TOTAL SERVICE DAYS	8
NOVEMBER	
TOTAL SERVICE I DAYS	0
TOTAL SERVICE II DAYS	0
TOTAL SERVICE III DAYS	0
TOTAL SERVICE DAYS	0
DECEMBER	
TOTAL SERVICE I DAYS	0
TOTAL SERVICE II DAYS	0
TOTAL SERVICE III DAYS	0
TOTAL SERVICE DAYS	0
TOTAL	
TOTAL SERVICE I DAYS	30
TOTAL SERVICE II DAYS	32
TOTAL SERVICE III DAYS	31
TOTAL SERVICE DAYS	93



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Director  
City of San Rafael

March 3, 2025

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

**Subject: Contract with Pacific Gas and Electric for Electric Vehicle Fleet Program**

Dear Board Members:

**Recommendation**

Authorize General Manager to enter into an agreement with Pacific Gas and Electric (PG&E) for PG&E's EV Fleet Program at 3010/3020 Kerner Blvd

**Summary**

Marin Transit submitted an application with PG&E's Fleet Ready program to streamline the utility permitting process for improvements related to electric vehicle charging infrastructure at 3010/3020 Kerner Blvd in San Rafael.

Through this program, PG&E brings power to the site, providing the appropriately sized transformer, and all improvements before the electric meter. Marin Transit is then responsible for all improvements after the meter, which includes electrical panels, switch gears, and the vehicle chargers.

The program also gives staff access to a specialized PG&E team that is only working electric vehicle charging projects. This gives PG&E greater insight into our project, and how to overcome potential challenges, and provides us with a project manager who is only working on similar projects. Program participation helps Marin Transit navigate through the PG&E permitting process more efficiently and keep our project moving.

Once implementation is complete, PG&E requires Marin Transit to share data related to the electrical usage and vehicle chargers for five years. Marin Transit must also commit to operating the vehicles at this site for a minimum of ten years.

Marin Transit successfully participated in this same EV Fleet program in 2020 to bring power and infrastructure to the District's facility at 600 Rush Landing in Novato for the installation of electric bus chargers.



## **Background**

The property at 3010/3020 Kerner was purchased in July 2022 with the intention of making it into a parking facility for a portion of Marin Transit's fleet. It is adjacent to the Marin Access Operations and Maintenance Facility.

To meet the District's electrification goals, a design requirement was added to make the site ready for electric bus charging. One charging pedestal with two charging heads will be installed with this project, and all the conduit and provisions for future chargers will also be laid to simplify the addition of future chargers throughout the site.

A construction contract for these improvements was issued in December 2024 to Ghilotti Bros., Inc. Marin Transit Staff anticipates breaking ground on this project in the Spring of this year.

## **Fiscal/Staffing Impact**

This project is included in the project budget at FH-Facility – 3010/3020 Kerner Improvements. Entering into the agreement with PG&E will help Marin Transit realize an estimated \$15,000 in cost savings related to permitting, behind the meter upgrades, and available rebates.

Respectfully Submitted,

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

Anna Penoyar  
Capital Projects Manager

**Attachment A:** Sample Contract with PG&E

## EV Fleet Program Terms and Conditions (“Contract”)

### Definitions

As used in this Contract, the following terms have the following meanings:

**Disadvantaged Community:** Census tracts in PG&E’s service territory with a top quartile score according to California Environmental Protection Agency’s CalEnviroScreen 3.0, or current version.

**EV Service Connection:** Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers, and associated substructures from the utility distribution system. Also referred to as “To the Meter” (TTM) infrastructure.

**EV Supply Infrastructure:** Infrastructure from the meter (“but not including the meter”) to the parking space, which may include an electrical panel, cable, and conduit necessary to deliver power to the parking space. Also referred to as “Behind the Meter” (BTM) infrastructure.

**Electric Vehicle Supply Equipment (EVSE):** Equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle chargers, connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the Premises wiring to the electric vehicle.

**EVSE Package:** EVSE hardware, software, and network services.

**EV Service Provider (EVSP):** A company that provides EV charging solutions to Customer, including but not limited to network services, billing, and customer support.

**Operation and Maintenance (O&M):** O&M includes, but is not limited to, network fees, resetting of breakers, replacement of parts, and associated services necessary to keep the EVSE and/or EV Supply Infrastructure operational.

**Premises:** Premises includes all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of or adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served. All Premises must be reviewed by PG&E to determine where service could be provided and at what cost. PG&E may agree to include some or all of the Premises in the EV Fleet Program. Multiple Premises may be listed in Exhibit A.

**Rate Plan:** The PG&E electric rate that Customer pays for using EVSE. Detail on PG&E rates and eligibility criteria can be found at [www.pge.com/tariffs](http://www.pge.com/tariffs).

**Customer:** The entity participating in the EV Fleet Program that owns, leases, or manages the Premises where the EVSE Packages are installed. Customer will receive the bill for the energy delivered to the EVSE Package.

### Specific Terms

**Acknowledgement and Term:** All parties agree to abide by the terms and conditions of this Contract for participation in the EV Fleet Program (part of California Public Utilities Commission, or “CPUC”, Decision Number 18-05-040 issued May 31, 2018), including all requirements included by reference. The duration of this Contract (the “Term”) will commence on the date Customer’s EVSE Package becomes operational and will continue in effect for ten (10) years thereafter (unless otherwise earlier terminated pursuant to the terms herein). PG&E will inform Customer in writing when the EVSE Package becomes operational.

**Ownership:** Customer has two options for ownership of EV Supply Infrastructure. Ownership of other components is listed below for reference. Sections in this Contract labeled “Customer Owned EV Supply Infrastructure” or “PG&E Owned EV

Supply Infrastructure” will apply depending on the ownership option a Customer selects. Customer should indicate their ownership option in the Cover Letter provided to the customer. All other terms are common to both ownership options.

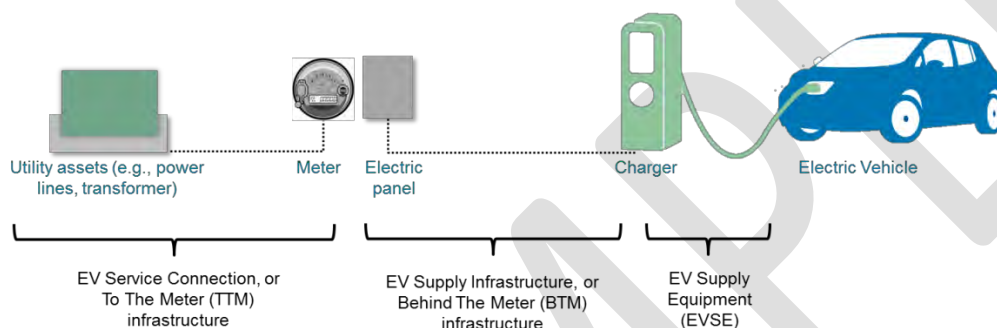
**EV Service Connection:** PG&E always constructs, owns, operates, and maintains the EV Service Connection. PG&E may opt to utilize existing infrastructure, including customer-owned conduits, in order to minimize project costs. This will be indicated in the accompanying Preliminary Design.

**EV Supply Infrastructure:** Customer has two options for EV Supply Infrastructure ownership:

1. PG&E Owned: PG&E constructs, owns, and maintains the EV Supply Infrastructure. PG&E covers costs in accordance with CPUC requirements.
2. Customer Owned: Customer is responsible for construction and maintenance of EV Supply Infrastructure and receives an incentive in accordance with CPUC requirements.

**EV Supply Equipment (EVSE):** Customer always installs, owns, operates, and maintains the EVSE.

### High level EV infrastructure configuration and terminology



**Selection of EVSE Package:** Upon approval of application by PG&E, Customer shall select and procure an EVSE Package from the PG&E approved list of qualified vendors. PG&E will share qualified vendor list with Customer. Customer shall install, operate, and maintain the number and type of the EVSE Package, associated equipment, and signage as selected by Customer and approved by PG&E. Customer acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the EVSE Package. Customer agrees that PG&E has no liability whatsoever concerning the quality and safety of such EVSE Package. At PG&E sole discretion, Customer may use an EVSE Package that is not on the approved list of qualified vendors. If EVSE Package is not on the approved list of qualified vendors, EVSE Package must be compliant with minimum requirements. These minimum requirements are attached to this Contract, as applicable. Customer agrees to provide all information requested by PG&E about non-approved EVSE Packages, including but not limited to technical and safety specifications.

**EVSE Rebate:** Customer may qualify for a rebate of EVSE, in accordance with the CPUC requirements. Rebate amounts will vary in accordance with the CPUC requirements. Rebates will be paid after (1) Customer provides proof of purchase of EVSE Package, (2) at PG&E discretion PG&E inspects the installation of the EVSE and the physical location, and (3) the EVSE is operational. Any EVSE acquired after the EV Fleet Program implementation window (currently 2024) will not be eligible for rebate.

**Additional Services from EVSP:** Separate and apart from the application and PG&E’s obligations under the EV Fleet Program, the EVSP selected by Customer may offer and contract directly with the Customer to provide any additional or complementary services, as long as these services do not interfere with the objectives of the EV Fleet Program as fully described in the CPUC decision. The costs of additional EVSP services, and any cost related to O&M of any additional EVSP services, will not be borne by PG&E, unless they are complementary services necessary to support the EV Fleet Program objectives and are approved by PG&E in writing.

**EV Drivers’ Right to Access:** Customer shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Customer may decide to make the EVSE available only to its employees, tenants, or lessors; under the terms of the EV Fleet Program, Customer decides whether to make the EVSE available to other 3<sup>rd</sup> parties.

**Accessibility Requirements:** The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Customer understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Customer understands and accepts that changes to initial design representations may occur during the design, construction, and operational phases of the EVSE as may be dictated by design constraints, by law or regulation, or by local jurisdictional authorities.

**Easement Requirement:** An easement may be required to maintain PG&E owned facilities. PG&E will use existing easements when possible to minimize encumbrances on Customer property. If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement is required when Customer application is evaluated and will communicate that to Customer. If Customer does not wish to grant an easement for one or more Premises, PG&E may remove those Premises from the EV Fleet program. If Customer accepts easement requirements, Customer agrees to grant PG&E an easement for the installation of EV Service Connection and EV Supply Infrastructure. If the EV Service Connection must cross property owned by a third party to serve Customer, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained without cost to PG&E. Customer agrees to sign and return easement to PG&E within 30 days of receipt. If the Customer does not respond within 30 days, PG&E reserves the right to rescind Customer's participation in the EV Fleet Program. Upon termination of the Contract, PG&E shall upon written demand therefor execute and deliver to Customer a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Customer expense.

**EVSE O&M:** The Customer is required to maintain the EVSE for the Term. Customer will pay all O&M costs associated with the EVSE. Customer shall maintain a consistent uptime at the direction of PG&E for EVSE installed. Customer shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EVSE. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance on PG&E owned infrastructure. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises. Customer will immediately shut down chargers if there is a safety issue.

**Billing:** Customer will be the PG&E Customer and will be served according to the applicable Rate Plan. As the Customer, Customer will be responsible for paying the PG&E bill.

**Compensation:** Under no conditions shall Customer or EV Drivers receive compensation of any kind (including but not limited to: cash, in-kind services, or otherwise) for any duties or requirements provided for in this Contract or for participation in any way as part of the EV Fleet Program, including but not limited to: easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation.

**Changing Rate Plan:** Customer may change Rate Plan during the Term but must remain on a retail PG&E rate for the duration of the Term. If Customer switches to a non-retail PG&E rate during the Term, Customer shall bear the full cost and sole expense, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design, and installation.

**Reliability:** PG&E does not guarantee uninterrupted service. Customer may pursue options to ensure that any impact to Customer operations from potential loss of power is sufficiently mitigated. Customer is responsible for the cost of any supplemental solutions to improve reliability.

**Expansion of EVSE Installation:** Customer may add more charging ports to their installation in the future, in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Customer must coordinate with PG&E prior to any approved installation extension. Any installations or related work performed outside of EV Fleet program will be at Customer's expense and its liability.

**EVSE Replacement:** Customer may replace their EVSE during the Term. Customer must notify PG&E ahead of replacement to ensure infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements for the program. If adequate infrastructure does not exist, Customer must request increased capacity in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Customer's expense and its liability.

**Vehicle Purchase Plans:** PG&E will work with Customer to understand its fleet electrification plans and may install



infrastructure to support future vehicle purchases. In Exhibit A, Customer will provide the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. At PG&E discretion, during the Term PG&E may request evidence that Customer is operating these vehicles and associated charging in accordance with its electrification plan. If Customer is not operating vehicles consistent with its electrification plans, at PG&E discretion, Customer may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design and installation. Customer may, at any time within the Term request from PG&E projected and final costs associated with this. If Customer wishes to change its plan, Customer must provide a modified plan to PG&E. This modified plan must be mutually agreed upon by PG&E and Customer. Customer may opt to replace these vehicles with similar equipment but must operate the number and type of vehicles outlined in the electrification plan. Vehicles that are leased must be replaced with similar equipment upon termination of the lease duration.

If Customer is not the party responsible for purchasing or leasing the vehicles indicated in Exhibit A, they will acquire and provide such proof from the responsible party including the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. Customer is responsible to provide evidence of vehicle operation and associated charging during this term in accordance with the indicated electrification plans. If vehicles are not operating consistent with the indicated electrification plans, at PG&E discretion, Customer may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design, and installation.

**Project Scope:** Customer acknowledges that:

- Customer agrees to the high-level project scope listed in Exhibit A;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as Customer project moves forward;
- If Customer withdraws from the program, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel Customer participation in the program; and
- If Customer does not submit required documentation (e.g., signed easement if needed) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist Customer application and/or cancel participation in the program.

**External Funding Sources:** Customer understands that the total infrastructure and EVSE rebate and incentive amounts the Customer receives from all sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer, or otherwise, cannot exceed Customer's total cost of purchasing the EVSE, installing the EVSE, and constructing the EV Supply Infrastructure.

Customer agrees to keep records of all infrastructure and EVSE incentives and rebates received for Customer's EV Fleet project. Customer understands that PG&E may request and review said records up to one year after project completion date. If rebates and incentives received exceed incurred project cost, PG&E may inform all other funding sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer, or other, of the violation, including the name of the Customer, a description of the project, and details regarding the excessive rebates and incentives.

### **Customer Owned EV Supply Infrastructure Section**

**EV Supply Infrastructure Incentive:** Customer qualifies for an incentive towards the cost of EV Supply Infrastructure if they choose to own and maintain the EV Supply Infrastructure. Incentive amounts will vary in accordance with the CPUC requirements. Incentive will be paid after (1) Customer provides proof of actual EV Supply Infrastructure construction cost, (2) EV Supply Infrastructure construction is complete, (3) the EVSE is operational.

**Installation of EV Service Connection:** PG&E and/or its contractors shall design and construct the EV Service Connection in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements. Customer is responsible for providing all disclosures, including but not limited to hazardous materials located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to



Customer prior to preparation of easement for Customer review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection as needed. It will be the Customer's responsibility to provide a preliminary design of the EV Supply Infrastructure and associated electrical loads so that PG&E can provide the associated EV Service Connection design. PG&E and Customer will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Customer. After the EVSE is operational, Customer may request a copy of "as built" designs, which will be provided by PG&E.

**Installation of EV Supply Infrastructure:** The Customer and/or its contractors shall construct the EV Supply Infrastructure and install the EVSE in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements, including PG&E requirements found at [www.pge.com/greenbook](http://www.pge.com/greenbook). The Customer is responsible for (i) the costs to construct the EV Supply Infrastructure, (ii) the purchase of the EVSE Package, and (iii) installation of the EVSE. After the EVSE is operational, Customer receives incentive for EV Supply Infrastructure in accordance with terms of this Contract.

**EV Supply Infrastructure O&M:** If Customer owns the EV Supply Infrastructure, Customer is responsible for O&M of the EV Supply Infrastructure for the Term. Customer will pay all O&M costs associated with the EV Supply Infrastructure. Customer shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises.

**Access to Customers Premises:** PG&E shall at all times have the right to enter and leave the Customer's Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Customer does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Customer to ensure this access does not unreasonably interfere with Customer's property or operations.

**End of Term:** At the end of the Term, the Customer will have the following options:

1. Continue operating EVSE and EV Supply Infrastructure
  - o Customer has continued responsibility for O&M of EVSE and EV Supply Infrastructure.
  - o If an easement was required for installation, easement remains in place.
  - o PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE and EV Supply Infrastructure
  - o Remove the EVSE and/or EV Supply Infrastructure at Customer's cost and expense.
  - o If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
  - o PG&E will require access to any energized PG&E facilities. If EV Service Connection serves other load or assets, for example building load or solar, PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and abandon facilities in place.

### **PG&E Owned EV Supply Infrastructure Section**

**Installation of Equipment:** PG&E and/or its contractors shall design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements. Customer is responsible for providing all disclosures, including but not limited to hazardous materials located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Customer prior to preparation of easement for Customer review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection and EV Supply Infrastructure as needed. After Customer approval of the preliminary design, PG&E will coordinate with the Customer if there are any proposed material changes. A final design with no material changes from the agreed upon design will be provided by PG&E prior to any installation activities. PG&E and Customer will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Customer. An estimated installation schedule shall be provided by PG&E after execution of required easement and timely selection of EVSE Package. Should the installation schedule require modification, PG&E shall notify Customer within a reasonable amount of time of such changes. PG&E is responsible for the costs to construct the EV Supply Infrastructure. The Customer is responsible for (i) the purchase of the EVSE Package and (ii) installation of the EVSE. Upon completion of installation of the EVSE, the Customer understands and acknowledges that it will be responsible for the O&M of the EVSE installed through the EV Fleet Program. After the EVSE is operational, Customer may request a copy of "as built" designs, which will be provided by PG&E.

**EV Supply Infrastructure O&M:** If PG&E owns the EV Supply Infrastructure, PG&E is responsible for O&M of the EV Supply Infrastructure for the Term. PG&E will pay all O&M costs associated with the EV Supply Infrastructure. Customer shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises.

**Access to Customers Premises:** PG&E shall at all times have the right to enter and leave the Customer's Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Customer does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Customer to ensure this access does not unreasonably interfere with Customer's property or operations.

**End of Term:** At the end of the Term, the Customer will have the following options:

1. Continue operating EVSE
  - o Customer has continued responsibility for O&M of EVSE.
  - o If an easement was required for installation, easement remains in place.
  - o PG&E continues to own EV Service Connection and EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE
  - o Remove the EVSE at Customer's cost and expense.
  - o If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
  - o PG&E will require access to any energized PG&E facilities. If EV Service Connection and/or EV Supply Infrastructure serves other load or assets, for example solar, PG&E continues to own EV Service Connection and/or EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection and/or EV Supply Infrastructure serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and EV Supply Infrastructure and abandon facilities in place.

## General Terms

**Permission to Use Data:** Customer agrees to allow PG&E and its agents and representatives to use data gathered as part of the EV Fleet Program (including usage data from the EVSE and EVSE performance data supplied directly to PG&E from the EVSP) (“Usage Data”) for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations. Usage Data furnished to PG&E by the EVSP will not include any personal information as defined for the purposes of California privacy laws (including the California Privacy Rights Act, as amended (“CPRA”). Any such personal data will be deidentified (as defined by CPRA) before it is provided to PG&E. Notwithstanding the foregoing, Customer acknowledges that PG&E is required to disclose location data at census tract or 5-digit zip code level as part of its regulatory obligations to report aggregate data. Although such locations will not be identified as Customer locations in the aggregated and anonymous data disclosed by PG&E, a third party could potentially associate Customer with disclosed locations by reference to other facts and data sources.

**Representations:** Customer understands that its participation in EV Fleet Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Customer, PG&E, or their affiliates, contractors, vendors, representatives, or designees, nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Customer represents and warrants that it is either (i) the fee title owner and has the ability to grant an easement (if required), or (ii) it is the authorized manager of the proposed EV Fleet Program site working with the fee title owner, it has the power, authority, and capacity to bind itself to undertake the EV Fleet Program terms and conditions and to perform each and every obligation required of Customer, and such fee title owner has the ability to grant an easement (if needed).

**Changes:** PG&E may initiate changes to the EV Fleet Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Customer with advance notice of any such changes. Customer has the option to opt out of the Program subject to section “Customer Removal or Termination” below.

**Compliance with Laws:** All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders, and decisions that relate to or govern its participation in the EV Fleet Program and/or Customer’s interactions with customers in connection with the EV Fleet Program.

**Failure to Comply with Terms and Conditions:** Without limitation, and to the greatest extent allowed by law, PG&E and Customer reserve the right to seek damages and recovery for losses incurred due to any breach of this Contract on the part of Customer or PG&E, whether intentional or unintentional.

**Relocations:** Should Customer request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Customer and in accordance with any EV Fleet Program requirements, laws, regulations, or other applicable jurisdictional requirements. Additionally, if applicable and requested by PG&E, Customer shall either amend the easement to include the legal description of the new location or enter into a new easement with PG&E.

**PG&E Termination or Suspension:** PG&E may terminate, or for any duration suspend, Customer’s participation in the EV Fleet Program, with or without cause, at any time, and for any reason, with reasonable advance notice. Such reasons may include but are not limited to failure to provide or maintain terms of easement, failure to abide by EV Fleet Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Fleet Program or PG&E’s ratepayers.

**Customer Removal or Termination:** Should Customer request removal or termination of EVSE or parts thereof prior to expiration of the Term, then Customer shall bear the full cost and sole expense of such removal as well as all fees and costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design, and installation. Customer may, at any time within the Term, request from PG&E projected and final costs associated with such a removal request. Such costs will include all amounts paid by PG&E, divided equally over a ten-year period (e.g., if amounts total \$100k and Customer leaves after 1 year it is responsible for \$90k). If the Customer wishes to assign its rights and obligations of this Contract to a new Customer prior to the expiration of the Term, the new Customer may assume all rights and obligations for the remaining Term with PG&E consent. Such consent not to be unreasonably withheld.

**Indemnification:** Customer shall indemnify, hold harmless, and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Customer; (ii) injury to property or other interests of PG&E, Customer, or any third party; (iii) violation of a local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury,



violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Customer's performance of, or failure to perform, this Contract. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees.

Customer shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Customer shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract. PG&E represents and warrants that it has indemnification language in its contract with any third party who PG&E may send to perform work on Customer's physical site. PG&E agrees to work closely with Customer on any concerns that may arise related to the party who will perform work on Customer's physical site.

**Insurance Requirements:** Customer shall procure, carry, and maintain the following insurance coverage, and Customer is also responsible for its Subcontractors maintaining sufficient limits of the appropriate insurance coverage:

A. Personal Liability

1. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents, and employees with respect to liability arising out of work performed by or for the Customer; b) Be endorsed to specify that the Customer insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

B. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, state or federal, where Customer performs Work.
2. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death in each accident.

C. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
2. The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury.
3. Coverage shall: a) by "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents, and employees with respect to liability arising out of or connected with the Work performed by or for the Customer. (ISO Form CG2010 or equivalent is preferred.) In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents, and employees with respect to liability arising out of the work performed by or for the Customer are additional insureds under a blanket endorsement."; b) be endorsed to specify that the Customer's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

D. Documentation Requirements

1. Customer shall have all insurance in place before beginning any Work. Upon request, Customer shall furnish PG&E with certificates of insurance, declaration pages and endorsements (collectively, "Documentation") of all required insurance. Documentation shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf.
2. The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date.
3. PG&E may inspect the original policies in Sections A or B or require copies at any time. Customer/Owner may redact non-essential exposure information from copies.
4. The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Customer's liability under this Contract.
5. Upon request, Customer shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Customer.



**Dispute Resolution:** After attempting in good faith to resolve a dispute, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

**No Partnership:** This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor shall this Contract render PG&E and Customer liable as partners, co-ventures, or principals.

**Enforceability:** If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction, PG&E and Customer shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.

**Integration:** This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements, or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of this Contract.

**Survival:** The provisions of this Contract, which by their nature should survive expiration, cancellation, or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics, and availability of information, shall survive such expiration, cancellation, or other termination.

**Notice:** Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to PG&E:

Pacific Gas and Electric Company  
Attn: EV Fleet Program Manager  
77 Beale St  
San Francisco, CA 94105  
Email Address: EVChargeNetwork@pge.com

If to Customer:

\_\_\_\_\_  
Customer Address (Company Name)  
\_\_\_\_\_  
City/State/Zip (Street Address)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(City, Zip)  
\_\_\_\_\_  
(Name)



The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.

Company Name	Pacific Gas and Electric Company PG&E Company Name
Signature	Signature
Print	Print
Title	PG&E Contract Signer Title
Date	Date

SAMPLE

## EXHIBIT A

### PROJECT SCOPE

[Street Address], [City], [State] [Zip Code]

### Project Deployment Summary

#### Vehicle Summary

Description	2022	2023	2024	2025	2026	Total
[Vehicle Type]	[# of Vehicles/year]	[# of Vehicles/year]	[# of Vehicles/year]	[# of Vehicles/year]	[# of Vehicles/year]	[Total # of Vehicles]

#### Charger Summary

Description	2022	2023	2024	2025	2026	Total
[EVSE Type/Model #]	[# of EVSEs/year]	[# of EVSEs/year]	[# of EVSEs/year]	[# of EVSEs/year]	[# of EVSEs/year]	[Total # of EVSEs]
Anticipated Load (kW)	[Anticipated Load (kW) /year]	[Anticipated Load (kW) /year]	[Anticipated Load (kW) /year]	[Anticipated Load (kW) /year]	[Anticipated Load (kW) /year]	[Total Anticipated Load (kW)]

#### EVSE Power Output Constraints

If a load management system will be implemented, it must act to maintain total aggregate charging load below **[Load cannot exceed kW]** kW. Before design is completed, the customer will also need to provide a letter describing the load management system selected.

Service Description	
Main Service Size (Amps)	[Main Service Amps]
Voltage and Phase	[Voltage and Phase]





Clean Energy Transportation  
Pacific Gas and Electric Company  
77 Beale Street  
San Francisco, CA 94105

## Appendix A

### PG&E EV FLEET PROGRAM PARTICIPANT DATA REPORTING REQUIREMENTS

EV Fleet program participants are required to provide site, equipment, and utilization data for at least 5 years from the time chargers are operational.

Sites are required to install chargers with Application Program Interface (API) communication capability. Sites with off-road vehicles are excluded from this requirement but must install a separate meter that is dedicated for EV charging.

Below are the data and metrics that may be collected by PG&E through the API. PG&E will contact EVSPs after EVSEs are activated to initiate API testing. Upon activation, Customer must give consent to their EVSP to provide API data to PG&E and its agents and representatives.

SAMPLE



**Table 1. Data collected from API**

Category	Metrics
<b>Site</b>	<ul style="list-style-type: none"> <li>• Pricing Structure (\$/kWh, \$/hour, subscription, free, flat fee, other) (for public charging stations only)</li> <li>• Street Address</li> <li>• City</li> <li>• State</li> <li>• Zip Code</li> </ul>
<b>Equipment</b>	<ul style="list-style-type: none"> <li>• EVSE Manufacturer</li> <li>• EVSE Model</li> <li>• EVSE Model number</li> <li>• EVSE Serial Number</li> <li>• EVSE ID (for public charging stations only)</li> <li>• Demand Max (Maximum rated kW for each EVSE)</li> <li>• Number of ports on associated EVSE</li> <li>• Gateway or non-gateway</li> </ul>
<b>Sessions</b> Data for each charging session that occurs at the site	<ul style="list-style-type: none"> <li>• Maximum rated kW of each port</li> <li>• Start date and time of session</li> <li>• End date and time of session</li> <li>• Equipment outages</li> <li>• Reason for outage</li> <li>• Date and time of when outage started</li> <li>• Date and time of when outage ended</li> <li>• Number of kWh consumed during the session</li> <li>• Average demand (kW) per session</li> <li>• Maximum demand (kW) per session</li> <li>• Total dollar amount charged to the driver for the charging session (for public charging stations only)</li> <li>• Demand charge (\$/kW) (for public charging stations only)</li> <li>• Payment type (for public charging stations only)</li> <li>• Anonymous unique driver ID for each driver/user</li> <li>• Vehicle Make</li> <li>• Vehicle Model</li> <li>• Vehicle Year</li> <li>• Vehicle Type (BEV, PHEV)</li> </ul>
<b>Session Intervals</b> 15-minute interval data for each charging session	<ul style="list-style-type: none"> <li>• Start date and time of interval</li> <li>• End date and time of interval</li> <li>• Number of kWh consumed during the session interval</li> <li>• Average demand (kW) per session interval</li> <li>• Maximum demand (kW) per session interval</li> </ul>
<b>Port Intervals</b> 15-minute interval data for each port each day (96 intervals/port/day)	<ul style="list-style-type: none"> <li>• Start date and time of interval</li> <li>• End date and time of interval</li> <li>• Number of kWh consumed during the interval</li> <li>• Average demand (kW) per interval</li> <li>• Maximum demand (kW) per interval</li> </ul>



Clean Energy Transportation  
Pacific Gas and Electric Company  
77 Beale Street  
San Francisco, CA 94105

## Appendix B

### CPUC'S SAFETY REQUIREMENTS CHECKLIST FOR CPUC-APPROVED TRANSPORTATION ELECTRIFICATION PROGRAMS

SAMPLE

## SAFETY REQUIREMENTS CHECKLIST FOR CPUC-APPROVED TRANSPORTATION ELECTRIFICATION PROGRAMS

[Note: Each sponsoring utility must ensure that the following Pre-construction, Construction, and Operational standards are met and report on their compliance at quarterly Program Advisory Council meetings. These requirements are the minimum safety precautions the utilities should meet.]

### Terminology Defined<sup>1</sup>

Acronym	Definition
EV	Electric Vehicle
UL	Underwriters Laboratory
EVSE	Electric Vehicle Supply Equipment safely connects the AC electricity grid at a site to the EV. Sometimes used more broadly to refer to the charging equipment, not including the make-ready infrastructure or other charging infrastructure. May include multiple connectors to charge several EVs or to serve EVs with different types of connectors (e.g., SAE CCS and CHAdeMO)
SAE	Society of Automotive Engineers
ADA	Americans with Disabilities Act
AHJ	Authority Having Jurisdiction, as defined by Article 100 of the 2017 National Electric Code: An organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure. <sup>2</sup>
J-1772 Standard	An SAE standard for electrical and physical interface to facilitate a safe connection from the EVSE for conductive charging

<sup>1</sup> See D.18-01-024 at Appendix A.

<sup>2</sup> 2017 NEC Article 100, Definitions, includes an informational note regarding AHJ: “The phrase ‘authority having jurisdiction’ or its acronym AHJ, is used in National Fire Protection Association (NFPA) documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.”

Acronym	Definition
Level 1 Charging	Charging via AC electrical connection at 120 volts and up to 16 amps, or 1.9 kW.
Level 2 Charging	Charging via AC electrical connection at 208 volts or 240 volts at up to 80 amps.
DC Fast Charging	Charging via DC electrical connection using off-board AC/DC equipment at a fast rate. Not all EVs have this connector.
CHAdeMO and/or CCS Charging Connector Standards	There are three types of standard charging connectors for Direct Current Fast Charging. Vehicles capable of DC fast charging will have one of these ports on the vehicle. Other nonstandard connectors include Tesla and BYD. Most public DCFC currently deployed in California includes standard CHAdeMO and/or CCS Type 1 charging connectors.
IOU(s)	Investor Owned Utility(ies)
EVITP Training	The Electric Vehicle Infrastructure Training Program provides electricians with training for the installation of EVSE. EVITP is a collaboration of industry stakeholders, including automakers, EVSE manufacturers, educational institutions, utility companies, and electric industry professionals. More information is available at <a href="https://evitp.org">https://evitp.org</a> .
NRTL	Nationally Recognized Testing Lab

**Pre-construction:** These EV charging equipment safety requirements must be specified in procurement documents:

1. Charging equipment must be certified by a Nationally Recognized Testing Lab (NRTL).
2. Infrastructure must comply with applicable safety performance requirements associated with the type of TE infrastructure being installed.
  - For light-duty vehicles, compliance with the Society of Automotive Engineers (SAE) J-1772 Standard for Level 1 or Level 2 charging. Compliance with CHAdeMO and CCS for DC fast charging would be appropriate evidence of compliance with this requirement.
  - For other types of TE infrastructure, including any nonstandardized EVSE, the following basic connector safety measures will be required:
    - A passing EVSE safety performance evaluation report performed by a Nationally Recognized Testing Lab (NRTL);
    - When not connected, the vehicle inlet and the EVSE connector must be designed to prevent direct contact with any live components;
    - The vehicle inlet and EVSE connector shall be free of sharp edges and potentially injurious protrusions;
    - The coupler between the vehicle and the EVSE should avoid or mitigate any potentially hazardous conditions such as fires, electrical shock to users, or other personal injuries.
3. Infrastructure and its planned installation must comply with California Electrical Code Article 625.<sup>1</sup>
4. Infrastructure and its planned installation must comply with the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and California Building Code Chapter 11B,<sup>2</sup> if applicable, per the AHJ where the EVSE will be installed, unless the appropriate waiver is obtained from local authorities.

<sup>1</sup> California Electrical Code Article 625 covers Electric Vehicle Charging System safety and standards as installed in place. California Code of Regulations, Title 24, Article 625.

<sup>2</sup> California Building Code Chapter 2 includes definition associated with electric vehicle charging stations. CBC Chapter 11B defines requirements for 'Accessibility to Public Buildings, Public Accommodations, Commercial Buildings, and Public Housing.'

5. Outdoor-mounted EVSE must be rated to be installed for outdoor use.
6. For utility infrastructure work on the customer side of the meter, contractors must provide proof of EVITP Certification prior to construction.
7. Contractors must provide the utility proof of a full site assessment, including the appropriate load calculations to ensure existing infrastructure can accommodate additional EV load, or that appropriate infrastructure upgrades will be completed.

**During Construction:**

1. All utility infrastructure work on the customer side of the meter not performed by employees of the IOUs shall be performed by fully licensed electricians. For commercial installations, all electrical contractors should hold a valid C-10 contractor's license.
2. Installations will be designed per Article 625 of the California Electrical Code.

**Operational Safety:**

1. Overcurrent protection associated with utility transformers and distribution circuits that feed power to the charging stations.
2. Overcurrent protection in the meter pedestal/circuit breaker panel that feeds each of the charging stations.
3. Bollard equipment protection installed where appropriate as defined by utility design standards and AHJ requirements.
4. Concrete parking stops to protect equipment where appropriate as defined by utility design standards and AHJ requirements.



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

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#### Maribeth Bushey

Director  
City of San Rafael

March 3, 2025

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

**Subject: Operations and Maintenance Facility Project Update and Engagement Plan**

Dear Board Members:

### Recommendation

Receive an update on the Marin Transit Electric Bus Charging and Maintenance Facility and the Draft Facility Engagement and Communication Scoping Plan.

### Summary

Marin Transit has a long-standing need for a centralized bus charging and maintenance facility. Marin Transit acquired property at 1075 East Francisco Boulevard in San Rafael in November 2024. Since then, staff has made steady progress in several aspects of development of our Electric Bus Charging and Maintenance Facility (Facility). Staff has initiated the environmental process; initiated scoping and started to develop partnerships to deliver the workforce and childcare elements of our grant; and developed a Draft Facility Engagement and Communication Scoping Plan (Engagement Plan) per Board action taken in October 2024. In March, staff will provide your Board with updates on project development progress and the Engagement Plan.

### Background

Marin Transit's biggest need is for a centralized fixed route facility for maintenance, parking, and charging of zero-emission buses. This facility will support continued investment in electric buses, improve operational efficiency, increase competition for contracted service, and reduce long term risk. Marin Transit received a \$31.5 million Federal Transit Administration (FTA) grant in 2023 that provides funding towards the project and an investment in workforce development. In November 2024, Marin Transit finalized the purchase of a 3.5-acre site at 1075 East Francisco Boulevard in San Rafael (Property).

On October 24, 2024, your Board approved the Property purchase along with a commitment to include a robust community engagement and communication process in development of the Project, in partnership and collaboration with the City of San Rafael and other community organizations. The action stated that Marin Transit would develop a plan for this process no later than March 31, 2025. The October 2024 Board action is included as *Attachment A*.



## Discussion

### **Project Development Update**

Marin Transit is in the environmental project phase and is using a task order under the District’s general engineering contract to complete work related to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements. The consultant team is completing technical studies to understand the project’s potential impacts on traffic, air quality, noise, and cultural resources. In accordance with NEPA requirements, staff has documented the site selection process that the Board participated in over the last 10 years, completed a Title VI analysis, and mailed a postcard to neighbors within a ¼ mile of the property. The Title VI analysis, included as *Attachment C*, found no disparate impact.

To help develop the project’s required programming elements, staff have toured recently built facilities of other public transit agencies. Based on the preliminary space requirements for these elements, staff anticipates the space constraints of the site will limit the number of transit vehicles that can be parked and what ancillary uses can be considered. A high-level timeline for the project is shown below. Pending the completion of the Environmental phase and the security of the federal funding for additional work, staff anticipates releasing a formal solicitation for design work in late 2025. This timeline will allow the District to open the facility by 2030 and provide the charging infrastructure needed to meet the District’s Zero Emission Fleet Transition Plan.



### **Workforce Development and Childcare**

The FTA grant includes \$2.1 million in funding to be spent on workforce development and childcare to support transit operations and the community. Staff has made progress on refining the scope and options for implementing these grant components. Staff met with the Marin Child Care Council.<sup>1</sup> The Marin Child Care Council has a variety of valuable resources that Marin Transit can draw on to develop a robust childcare strategy and they provided suggestions for two programs that would increase availability of childcare and provide direct support to transit workers. Staff also met with Community Action Marin and Canal Alliance, both of whom have excellent resources the team can draw on to fulfil the workforce and childcare aspects of the grant. The Workforce Alliance of the North Bay is another resource that can assist with a variety of programs that could benefit Marin Transit beyond the anticipated grant funded effort. Staff will continue to work with these partners to develop the workforce and childcare components of the plan and update the Board as these plans develop.

### **Draft Facility Engagement and Communication Scoping Plan**

Staff has developed a Draft Facility Engagement and Communication Scoping Plan (*Attachment B*) pursuant to the Board action in October. This Plan was developed in close collaboration with the City of San Rafael and community partners including Canal Alliance and Community Action Marin. The name

<sup>1</sup> Marin Childcare Council website states: “Marin Child Care Council’s Mission is to improve the availability, accessibility, and affordability of quality early childhood education and care”; referenced 2/6/25: <https://www.mc3web.org/>.





of the Plan was selected for two reasons. First, the word “engagement” indicates two-way channels of communication and a true commitment to both educate and receive feedback, whereas “outreach” can imply simply one-directional flow of information. Second, this document is called a scoping plan because it is a framework for Marin Transit’s commitment to robust community engagement and communication. This framework will feed into a scope to hire a team to assist in delivering engagement and communication activities over the lifetime of the project’s development. A more detailed Plan will be developed by this team that includes all the specifics of how/when/where activities will be delivered; this way the full team responsible for delivering the activities will be engaged in crafting the Plan for those activities.

The contracted support team could include consultants as well as other organizations/individuals. Beyond traditional consulting firms, Marin Transit anticipates contracting with individuals and/or organizations that have experience with innovations in reaching hard-to-reach populations and with techniques that yield effective, authentic, meaningful engagement by historically marginalized communities.

The Draft Facility Engagement and Communication Scoping Plan outlines **goals** for the engagement and communication process, **techniques and activities** that the team will utilize, and key **audiences** for these activities. These three elements provide a framework for scoping and hiring a team to support Marin Transit staff in delivering engagement activities.

Marin Transit has many other projects and upcoming changes that need rider and community engagement, such as the transition to Next Generation Clipper, potential service changes associated with the MASCOTS effort, Marin Access program changes, and more. Staff plans to maximize the utility of the efforts and contracted support resources outlined in this plan to get feedback on multiple topics from the community, to avoid outreach fatigue and ensure that the community is educated and able to provide meaningful input on topics of most interest to them.

### ***Coordination with Partners***

Marin Transit staff coordinated closely with partner agency staff in the development of the Facility Engagement and Communication Scoping Plan. City of San Rafael staff, Canal Alliance, and Community Action Marin had the opportunity to review the plan and discuss in multiple meetings with District staff. The attached plan incorporates the majority of their comments.

The main exception is that the plan does not include engaging the community in a broader land use conversation that was requested by City of San Rafael staff. Marin Transit staff does not recommend broadening the outreach process beyond what Marin Transit can commit to delivering on the site to avoid creating community expectations that cannot be met. Marin Transit is committed to building our facility within the financial resources available and to meet CARB requirements for a zero-emission fleet. Marin Transit staff has and will continue to review technical constraints and opportunities to evaluate feasibility of ancillary and compatible uses on the constrained site. The plan includes the language from the Board action which committed to the “exploration of potential for housing, retail, community electric chargers, or other supportive transportation uses in conjunction with the needs of the District’s transit use of the site.”

Marin Transit staff will continue to coordinate with our community partners to implement effective community engagement across the spectrum of issues facing the District over the next two years. Staff plans to build on the successful engagement efforts our partners have undertaken in the Canal



neighborhood, leveraging consulting resources and engagement processes recently or currently in use, to ensure that community members can meaningfully participate in the District's decision-making.

**Fiscal/Staffing Impact**

No Fiscal Impact.

Respectfully Submitted,

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

Cathleen Sullivan  
Director of Planning

**Attachment A:** Board Action October 24, 2024

**Attachment B:** Draft Facility Engagement and Communication Scoping Plan

**Attachment C:** Fixed Route Maintenance and Charging Facility Title VI Equity Analysis

Amended action approved by the Marin Transit Board on October 24, 2024

***Adopt the findings specified in this report and exercise the agency's authority under state law to overrule the City's disapproval*** with Marin Transit's commitment to include a robust community engagement and communication process, in partnership and collaboration with the City of San Rafael and other community organizations, the plan for which would be determined no later than March 31, 2025. The community engagement process would include, among other things, exploration of:

- The potential for housing, retail, or other supportive transportation uses in conjunction with the needs of the District's transit use of the site as one or more of the alternatives studied
- The potential for the facility to serve as a Community Electric Resilience site in the event of an emergency or disaster
- The potential for high quality design elements supporting the gateway to the Canal neighborhood
- The potential for circulation, streetscape and pedestrian/bike improvements to the site and in support of the Bellam Blvd. improvements currently being studied by TAM
- The potential for adding or relocating the existing bus stop on Bellam Blvd. with rider feedback to improve traffic and pedestrian flow near the potential future roundabouts on Bellam Blvd.
- The potential for pedestrian circulation and safety improvements on the site including sidewalk widening and lighting on E. Francisco Blvd and the surrounding area, and explore a potential new pedestrian connection from E. Francisco to Kerner Blvd along the southern perimeter of the property
- The potential for enhancements and expansion of existing childcare facilities and workforce development programs in San Rafael that would serve transit workers and community needs



# Draft Facility Engagement and Communication Scoping Plan

Updated - 2/26/2025

## Contents

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## Background

Marin Transit has a fleet of 79 buses and serves 3.1 million passengers each year with 15 bus routes, paratransit services, and innovative community-based transportation programs. Marin Transit is subject to a state mandate to electrify our fleet by 2040 and has a long-standing need for a maintenance and operations facility for our buses (“Project”). Marin Transit has received a federal grant to build an electric bus operations and maintenance facility and has purchased a 3.5-acre property at 1075 E. Francisco in San Rafael (“Property”); the grant also includes funds for workforce development and childcare. Marin Transit desires to maximize the benefits and utility of this Project for our agency and maximize the benefits of the Project and our public transit services for the community.

### Board Action on Community Engagement

On October 24, 2024, the Marin Transit Board took action related to the Property that included a commitment to include a robust community engagement and communication process in development of the Project, in partnership and collaboration with the City of San Rafael and other community organizations. The action stated that Marin Transit would develop a plan (“Plan”) for this process no later than March 31, 2025. The action stated that the community engagement process would include, among other things, exploration of:

- The potential for housing, retail, or other supportive transportation uses in conjunction with the needs of the District's transit use of the site as one or more of the alternatives studied
- The potential for the facility to serve as a Community Electric Resilience site in the event of an emergency or disaster
- The potential for high quality design elements supporting the gateway to the Canal neighborhood
- The potential for circulation, streetscape and pedestrian/bike improvements to the site and in support of the Bellam Blvd. improvements currently being studied by TAM
- The potential for adding or relocating the existing bus stop on Bellam Blvd. with rider feedback to improve traffic and pedestrian flow near the potential future roundabouts on Bellam Blvd.
- The potential for pedestrian circulation and safety improvements on the site including sidewalk widening and lighting on E. Franciso Blvd and the surrounding area, and explore a potential new pedestrian connection from E. Francisco to Kerner Blvd along the southern perimeter of the property
- The potential for enhancements and expansion of existing childcare facilities and workforce development programs in San Rafael that would serve transit workers and community needs

### Facility Requirements

To ensure a successful project for Marin Transit, there are certain project elements that are fundamental to ensure the Project meets the needs of the agency's fleet, including, but not limited to: bus maintenance bays, bus washing, bus charging, parts storage, driver breakrooms and facilities, and contractor administrative office space. Marin Transit originally sought a larger site to accommodate our operations and maintenance facility. After a decade-long search where over 60 properties were explored, this is the Property that was available and met Marin Transit's minimum criteria for the facility.

Based on a bus maintenance facility planning tool provided by the American Public Transportation Association (APTA) and Marin Transit staff tours of several peer agency sites, comparable agencies have significantly more space to work with than Marin Transit has on this Property. Due to the smaller size of the Property, it will require design creativity to fit all the minimum required components on the Property and the allocation of space will be very constrained. In the design process, Marin Transit must prioritize fitting the required facility components on the site before any other site uses are considered. There will be opportunities for community engagement on design and complementary components such as art, placemaking, and circulation improvements around the site as detailed in the Goals section below.

## Introduction

This document is the beginning of Marin Transit's commitment to include a robust community engagement and communication process throughout the development of the Project. This document outlines some of the key components of the Plan, including:

- Goals for Process
- Key Audiences
- Draft Techniques and Activities

This document provides the framework for engagement activities. It will feed into a more detailed plan that includes all the specifics of how/when/where the activities will be delivered and how many of each type of activity. This plan will be developed in collaboration with a contracted support team that could include consultants as well as other organizations/individuals. Beyond traditional consulting firms, Marin Transit anticipates contracting with individuals and/or organizations that have experience with innovations in reaching hard-to-reach populations and with techniques that yield effective, authentic, meaningful engagement by historically marginalized communities. These include organizations/individuals such as Canal's Policy & Civic Engagement (PACE) team, Voces del Canal, and/or the graduates of recent capacity building efforts led by Transportation Authority of Marin.

The development of the Project will span multiple years and have several phases. The community engagement process is going to be iterative, and the Plan will be a living document that will evolve over the lifetime of this project. This document is intended to meet the Board deadline and serve as a starting point for discussions with the City of San Rafael and other community organizations to partner and collaborate on engagement and communication processes. We anticipate continuing to closely work with these partners as we contract with a broader team of engagement support services and develop a more detailed plan.

## Draft Goals of Facility Engagement and Communication Process

The primary objective of robust community engagement and communication is to complete the best possible project for Marin Transit and the community as a whole that all sides see as a success.

Below are Marin Transit's draft goals for community engagement and communication.

- **Build General Project Awareness** - Build awareness about the need for this project, the benefits of Zero Emission Buses and our public transit services, as well as project elements are critical to success and project constraints, e.g.:
  - Critical Project Components and Constraints – Elements of the operations and maintenance facility that are critical to the development of a useful and functional operations and maintenance facility, including space allocation needs, on-site circulation needs, and utility of project elements. The Property is smaller than was originally desired by Marin Transit. It is feasible to fit everything that is needed to meet Marin Transit's

- maintenance needs on this site, but to meet the functional needs of the operations and maintenance facility for our fleet on a small site will require maximizing the use of space for required elements of the project.
- Mandates to electrify our fleet and how critical this facility is to meet the timeline in our fleet transition plan.
  - Potential for Other Uses: Evaluate and share results of potential for co-location of other site uses (housing, retail, community electric chargers etc.).
- **Evaluate and Solicit Input on Project Impacts and Benefits** – Provide information on how the project may benefit and/or impact the neighborhood. Request input and feedback, receive and respond to any community concerns. Anticipated benefits and impacts include the following (additional benefits and impacts may be identified during the community engagement process):
    - Traffic circulation – How the project improves/degrades/changes traffic and vehicle circulation in the project area.
    - Pedestrian and bicycle circulation and network integration – How the project can improve and not degrade pedestrian and bicycle circulation, e.g. explore benefits and feasibility of pedestrian connector from E. Francisco to Kerner Blvd.
    - Neighborhood integration and identity – Identify opportunities and solicit ideas for incorporating art and other aesthetic and functional elements into conceptual and final designs that reflect the community and cultural context. This includes elements such as lighting, building scale and character and aesthetics, e.g. incorporate high quality design elements that help this site serve as a gateway to the Canal neighborhood. Share project renderings, e.g. building renderings, fencing renderings, etc. to get input and feedback from the community and respond to that feedback.
    - Noise – How the project will change noise levels in the area, if any.
  - **Gather Feedback on Options for Grant Fund Expenditures** – Provide the community with a clear understanding of the scope and scale of funding available through the grant, including any key requirements or constraints. Solicit input to inform decisions on how to best allocate the grant funds in alignment with Marin Transit and community needs and priorities.
    - Solicit input on complementary project components, including workforce development and childcare.
    - Include exploration of potential for housing, retail, community electric chargers, or other supportive transportation uses in conjunction with the needs of the District’s transit use of the site.

## Key Audiences for Engagement and Communication

Some of the key audiences for this project are disadvantaged members of our community, and people often disenfranchised from public engagement and government processes. The project team will make targeted efforts to solicit input from these voices, e.g. members of the Canal neighborhood, and seek to incorporate feedback from these voices to the greatest extent feasible. Marin Transit will endeavor to create a trusted feedback loop so that the community knows what input we receive and how that impacts decisions.

- Canal neighborhood residents
- Marin Transit riders
- Project neighbors and businesses in immediate vicinity of project
- Local community organizations
- General public
- Marin Transit Board Members
- The City of San Rafael

## Draft Engagement and Communication Techniques

The following are techniques the project team plans to use and the audiences for which they are intended. These have been selected based on techniques that have been successful in past efforts and will take advantage of existing outreach forums to reduce outreach fatigue. Further, we will take advantage of existing meetings and use these opportunities to solicit input from community members on a variety of Marin Transit topics of interest to the community. Marin Transit will also solicit input on these techniques from community partners and use additional strategies if deemed desirable and feasible.

To ensure robust participation, Marin Transit will offer incentives that remove barriers to engagement and demonstrate our commitment to valuing residents' time and input, e.g. transit passes and meals, stipends, and childcare at events/meetings where appropriate and feasible. In person engagement will be designed to reach community members who have varying work schedules and levels of digital access; meetings will be scheduled at times that will accommodate varying work schedules, such as hosting in person outreach events in the evening and on weekends. Marin Transit will learn from past experiences (ours and those of peers) and consult with community nonprofit partners and the public to identify effective locations and times.

The team will seek to provide effective and accessible information to allow the community to provide informed and educated input into the Project. The team will work with community partners to leverage the civic engagement capacity already in place in the Canal neighborhood to assist in developing and implementing an effective program. Overall, Marin Transit seeks to create a two-way/multi-way channel of communication with the audiences identified above to both



educate/inform and receive input/feedback to maximize Project benefits and the success of the Project. All outreach and engagement on this project will be bilingual. The team will be audience-sensitive with development of information, e.g. using images and other accessible techniques to convey complex information to lay/non-English speaking audience. All communications, workshops and other activities will be designed to reach and be accessible to both Spanish and English speakers.

- **Project Website and Electronic Communication (e.g. social media, e-blast):** The project website is an opportunity to display project information and solicit input. Links to the website can be sent via email and social media, and/or included on postcards or other physical educational collateral. The project website will include project goals, project description, project timeline, engagement/communication plan, ways to provide input and contact the project team, including upcoming events/meetings, and links to relevant project documents such as a project factsheet. Marin Transit will develop an email listserv to distribute key project updates and allow anyone to sign up for this list.

*Target Audiences:* All

- **Community Meetings:** Community meetings will be used to solicit input directly from people via in person presentations, displays and conversations. The project team will endeavor to hold these in accessible, convenient locations and convenient times/days for the intended audiences. Meetings will be used to both educate and receive feedback. Marin Transit will also consider targeted focus groups with specific populations if appropriate to gather detailed input on key topics such as childcare and workforce development.

*Target Audiences:* Canal neighborhood residents, general public, project neighbors, local community organizations.

- **Participation in Existing Community Events and Meetings (farmers markets, etc.):** The team will participate in existing community events to reach people “where they are at” and reach a broad section of the public. This may also include intercept surveys or pop-up engagement efforts at bus stops or high traffic locations, such as San Rafael Transit Center, grocery stores, schools, food banks, and/or Farmer’s Markets. These events will be used to build general project awareness and to get feedback on project elements. Marin Transit will consult with community nonprofit partners to identify effective locations and times.

*Target Audiences:* Canal neighborhood residents, general public, project neighbors, local community organizations.

- **Community Partner Meetings and Collaborations:** Marin Transit will meet with key stakeholders on an ongoing basis to educate them on the project and solicit general input, as well as feedback on specific project elements. Marin Transit will also contract with local nonprofits and community-based organizations to facilitate or co-facilitate focus groups and surveys. This approach will leverage trusted relationships and ensure cultural competency.

*Target Audiences:* City of San Rafael (staff and elected officials), community organizations.

- **Marin Transit Board Meetings:** Board meetings are open to the public, broadcast via Zoom and recorded. These meetings will be used to provide project updates to the Marin Transit Board and general public. Formal projects actions are taken by Board members at these meetings.

*Target Audiences:* Marin Transit Board, general public.

- **Participation in Related Project Planning:** The project team will participate in and coordinate with other local planning such as the Bellam Blvd. Circulation Project, the Canal Alliance Neighborhood Resilience Project, Nuestro Canal Nuestro Futuro (a community-driven initiative to create a unified vision for the Canal that reflects residents' strengths, needs, and shared dreams), and other planning/engagement efforts.

*Target Audiences:* General Public, Canal neighborhood.

- **Notifications:** Marin Transit will notify neighbors in the immediate vicinity of the project at key project milestones.

*Target Audiences:* project neighbors

- **Follow-up on How Feedback is/is not Incorporated:** The project team will summarize feedback received, highlight which ideas are being incorporated, and explain decisions transparently to build trust and accountability and illustrate how public input is shaping the project.

*Target Audiences:* all.

## 2025 Engagement and Communication Activities

The following are current and upcoming project engagement and communication efforts in 2025.

- Project Website online by January: [www.marintransit.org/facility](http://www.marintransit.org/facility)
- February Postcard mailing to the neighbors
- March Marin Transit Board presentation on the project
- May Nuestro Canal, Nuestro Futuro tabling event
- Late Spring/Summer 2025 Community Meeting
- Summer 2025 Tabling at summer events, e.g. San Rafael 4<sup>th</sup> Street Farmers market, Pickleweed summer events
- Participation in TAM's Bellam Blvd Circulation Project
- Community Partner Meetings
- Workforce Development and Childcare Working Group



# Fixed Route Maintenance and Charging Facility Title VI Equity Analysis

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## Background

The Marin County Transit District (Marin Transit or District) provides the local transit service in Marin County, immediately north of the Golden Gate Bridge in Northern California. Marin Transit has a fleet of 70 buses used for fixed route service and serves 3.0 million passengers each year with 19 bus routes. The District also provides paratransit services and other innovative community-based transportation programs to meet the needs of those who cannot use the fixed route bus network.

Marin Transit owns all of its vehicles, but relies on three purchased contract operators to operate fixed route and demand response public transit services. Until recently, Marin Transit did not own any facilities, which drove the need for many small contracts with requirements to provide associated transit vehicle parking and maintenance facilities. The District has made three small property purchases, but still needs a large site for parking, charging and maintenance for the District's 30- to 40-foot-long transit buses.

To meet climate goals and California Air Resources Board (CARB) requirements, Marin Transit is converting from diesel buses to electric under its Zero Emission Bus (ZEB) Plan. As part of the ZEB Plan, the District has acquired six electric buses and associated charging infrastructure. While charging stations and solar power are provided at the smaller sites owned by the District, a larger site is needed for full electrification of the District's fleet.

Over the past 9+ years, Marin Transit has considered and evaluated 67 properties. In 2023, Marin Transit received a federal grant to build an electrified operations and maintenance facility ("grant"). Following the grant award, Marin Transit identified the top three sites for evaluation against the Board-adopted site selection criteria. Subsequently, a willing seller of a well-located 3.5-acre property at 1075 E. Francisco in San Rafael approached the District. Marin Transit was able to purchase the property at 1075 E. Francisco. This equity analysis considers siting of the District's fixed route facility at these four sites.

### History of Property Search

In June 2015, the Marin Transit Board of Directors authorized District staff to begin formally negotiating terms to purchase a site for an operations and maintenance facility. Since then, the District has considered and evaluated 67 properties. The site evaluation criteria, approved by the Board in October 2016, served as a guiding document in every evaluation, determining which sites were worth pursuing further. Nine appraisals were conducted during this time, 15 offers were made, and three properties were secured. The 3 secured properties are all smaller sites that are useful to the District, but do not meet the need to have a main site for the maintenance and charging of the District's electric fixed route fleet.

In 2017, the District performed a cost benefit analysis on the potential operations and maintenance facility. The analysis determined that the facility would save \$7 million in operations and maintenance costs over the first 10 years of being in operation. Furthermore, it concluded that the facility would improve on-time preventative maintenance, service reliability, and service delivery, as the cost savings would lead to more funding availability for revenue service.

On October 1, 2019, the California Air Resources Board Innovative Clean Transit (ICT) regulation took effect, which will require 100% of the District's new bus purchases to be zero-emission starting in 2029. This created a deadline for completion of the operations and maintenance facility, which will be necessary to provide charging infrastructure to the large number of electric buses. District staff estimate that facility design and construction needs to begin in 2025 to meet this deadline.

In 2023, the District received the federal grant to fund site acquisition and construction of the operations and maintenance facility. With the ICT deadline rapidly approaching, District staff used the Board-approved evaluation criteria to focus on three preferred sites. Although the District holds the power of eminent domain, site acquisition through voluntary sale was strongly preferred. When the owner of 1075 E. Francisco approached the District about voluntary sale of the site, District staff performed a preliminary evaluation, determined that the site scored comparably to the preferred sites on the evaluation criteria, and pursued the sale.

## Title VI Requirements

The Federal Transit Administration (FTA) requires a Title VI Equity Analysis prior to the siting of maintenance facilities and operations centers. The analysis must examine whether the facility siting would result in a disparate impact on the basis of race, color, or national origin; use census tract or block group data as appropriate; and it must compare alternatives. If a disparate impact is found, the analysis must provide substantial legitimate justification for the project siting, and the least discriminatory alternative must be chosen. Outreach must also be performed to persons potentially impacted by the facility siting.

The District's [Title VI program](#) establishes a [disparate impact threshold](#) of 20%, meaning that agency actions "are determined to have a disparate impact on minority populations if, cumulatively, the benefits of the changes accrue to minority populations 20% less than to non-minority populations, or the adverse effects of the changes accrue to minority populations 20% more than to non-minority populations."

## Adverse Effects

The adverse effects of a bus operations and maintenance facility are typically considered to be noise associated with maintenance activities and air pollution associated with bus circulation and idling on the site. All four of the selected sites are in industrial neighborhoods where there are no residential parcels close enough to the site to be affected by noise concerns. Furthermore, the proposed facility would ultimately be 100% electric, so there would be no air pollution long term. However, there would be a transition period of about 10 years where the facility would serve a combination of electric and biodiesel hybrid vehicles.

For more information about the proposed facility, see the [Bus Maintenance & Storage Facility Fact Sheet](#).

## Selected Sites

The four sites selected for further analysis are:

- Alternative 1: 131 Shoreline Pkwy, San Rafael, CA 94901
- Alternative 2: 8121 Binford Rd, Novato, CA 94945
- Alternative 3: 1151 Andersen Dr, San Rafael, CA 94901
- Alternative 4: 1075 Francisco Blvd E, San Rafael, CA 94901

## Baseline Scenario

To determine whether each selected site would create a disparate impact as defined by the Title VI requirements, each alternative must be compared to a baseline scenario. The proposed maintenance and charging facility would replace 3 sites currently used by the District's fixed route operators for parking and maintenance:

- 1011 Andersen Dr, San Rafael, CA 94901
- 1301 Andersen Dr, San Rafael, CA 94901
- 8 Lovell Ave, San Rafael, CA 94901

These sites will be considered together as the baseline scenario.

## Disparate Impact Analysis

The disparate impact analysis considers the concentration of minority residents around each selected site (Alternatives 1-4) and compares them to the baseline scenario. The concentration of minority residents is considered at the block group level. Block groups are the smallest geographical unit for which the US Census Bureau publishes demographic data; they are designed to encompass a population size between 600 and 3,000 residents. Because of the target block group population, they can still be quite geographically large in sparsely population industrial areas. For an alternative to have a disparate impact, the concentration of minority residents must be greater than the disparate impact threshold (20%) higher than the baseline concentration. Table 1 shows the results of this analysis.

**Table 1: Disparate Impact Analysis**

Alternative	Block Group(s)	Total Residents	Minority Residents	Percent Minority Residents	Disparate Impact?
<b>Baseline Scenario</b>	060411122022 060411121001	1,305	1,086	83%	N/A
<b>Alternative 1</b> (Shoreline Pkwy)	060411122022	593	572	96%	No
<b>Alternative 2</b> (Binford Rd)	060411011001	2,459	691	28%	No
<b>Alternative 3</b> (Andersen Dr)	060411122022	593	572	96%	No
<b>Alternative 4</b> (Francisco Blvd E)	060411122022	593	572	96%	No

Source: American Community Survey 2023, Table B03002, 5-year estimates. Minority residents are defined as residents not considered to be Non-Hispanic White.

As shown in Table 1, none of the selected alternatives would create a disparate impact on the basis of race, color, or national origin.

## Public Outreach

The following outreach was done as part of the site selection process to gain feedback from the public, to discuss options with Community partners and to get targeted feedback from neighbors of the preferred site. Since the site selection process has been ongoing since 2016, Marin Transit staff has also met with City of Novato, been the subject of newspaper articles, and spoken with property owners not listed below.

### Outreach Events

Marin Transit has participated in community events to educate the public about our services and our need for a facility. Examples of events in the last year are:

- October 19, 2024, Nuestro Canal Nuestro Futuro Launch Event
- September 12, 2024, TAM Clean Fleet Expo

### Community Partner Meetings

Marin Transit has met with key stakeholders to educate them on the project and solicit general input, as well as feedback on specific project elements. Examples of meetings are listed below.

#### *Coordination Meetings with City of San Rafael*

- August 29, 2023, Facility Siting Meeting with San Rafael; Need, Benefits, Site Evaluations
- October 30, 2023, Need, Impact on City, Sites Evaluated

- February 15, 2024, Meeting with Micah Hinkle, San Rafael Economic Development Department, Site Evaluation, Project Need, and Project Benefits
- December 13, 2024, Coordination Meeting to discuss Engagement Plan
- January 27, 2025, Coordination Meeting to discuss Engagement Plan
- February 13, 2025, Coordination Meeting to discuss Engagement Plan

### *Meetings/Engagement with Other Partners*

- March-April 2023, Pre-Grant Meetings and Surveys with Contract operators
- August 29, 2024, Canal Alliance & Community Action Marin
- February 19, 2025, Canal Alliance & Community Action Marin
- Discussions and collaborations with partners on grant support: Canal Alliance and contractors, Sustainable San Rafael, Cool the Earth

### *Marin Transit Board Meetings*

Board meetings are open to the public, broadcast via Zoom and recorded. These meetings were used to provide project updates to the Marin Transit Board and to the general public. Meeting Dates and Purpose:

- October 17, 2016, Goals and Criteria for Siting a Marin Transit Bus Maintenance and Operations Facility, Approve the goals and criteria for evaluating sites (Action Item)
- August 21, 2017, Cost Benefit Evaluation for Marin Transit Operations and Maintenance Facility (Accept Report)
- December 7, 2020, Bus Maintenance and Storage Facility Needs, Authorize General Manager to negotiate (Action Item)
- January 1, 2021, Facility Needs (Information Only)
- January 10, 2022, Bus Maintenance and Storage Facility Needs, Authorize General Manager to make non-binding offers (Action Item)
- May 2, 2022, Purchase Site for Future Bus Parking and Charging (3010 Kerner) (Action Item)
- May 1, 2023, Zero Emission Bus Rollout Plan Adoption (Action Item)
- August 5, 2024, Approve 1075 E. Francisco Property Purchase (Action Item)
- October 7, 2024, Site Conformity Resolution (Action Item)
- March 3, 2025, Update on Project and Engagement Plan

### *Notifications*

Marin Transit sent post cards to neighbors within a ¼ mile of the 1075 Francisco Project site to notify them of the purchase of the property and receipt of the grant and opportunities to stay engaged and make comment.

Mailing Date: February 14, 2025



## Conclusion

None of the selected sites for the Marin County Transit District's proposed fixed route maintenance and charging facility would create a disparate impact on the basis of race, color, or national origin. The District has conducted public outreach as part of the project including the examples listed above.



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Director  
City of San Rafael

March 3, 2025

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

**Subject: Catch-A-Ride Pilot Program Update**

Dear Board Members:

**Recommendation**

Discussion item.

**Summary**

The Catch-A-Ride (CAR) pilot program continues to be successful and popular with riders but in the current form is not sustainable long term. To align with the goals of Marin Access and the District as a whole, staff propose a program restructure to refocus resources. The proposal creates a new Intro to Mobility Program designed to expose older adults in Marin County to a range of program offerings, using a one-time CAR subsidy as an incentive to enroll while focusing ongoing program resources on those most in need – riders that have demonstrated income barriers. This will continue to meet the goals of the program while ensuring financial sustainability long-term. Staff has also identified an opportunity to improve the mechanism by which the subsidy is distributed – a mobility wallet that offers more flexibility and choice to riders while also reducing overhead costs and administrative burden on staff.

**Background**

With the exception of ADA mandated Paratransit service, the suite of Marin Access programs and services are discretionary programs that are largely funded by Measure B. Overall program goals include providing effective mobility options for older adults and people with disabilities, exposing these populations to transportation options in advance of a critical need, achieving high levels of customer satisfaction, and focusing more resources on those most in need (e.g. those with income barriers). These programs must be designed and delivered in a way that ensures regulatory compliance and financial sustainability, provides efficiencies for operation and oversight, and overall, is stable and viable long-term. Marin Transit has developed and iterated upon programs and services since the inception of Marin Access with these goals and requirements in mind.



### ***Program History***

The original CAR program, launched in 2012 as a part of the Marin Access suite of programs, began as a subsidized taxi program that allowed riders to schedule and take trips with local taxi providers through a District sponsored call center. The program experienced challenges due to the lack of taxi providers that opted into participating in the program (and lack of wheelchair accessible vehicles at those providers) and high fixed call center costs that were unsustainable during periods of low ridership (COVID). In July 2020, adjustments were made to the program, and a base fare was introduced to reflect the premium nature of the service. After the July 2020 changes, riders paid a base fare of \$4 per trip and 100% of the fare beyond \$18 with riders limited to 10 one-way trips per month. The CAR program was successful, but since 2020, staff had identified additional opportunities for improvement including the need for streamlining the scheduling process and reworking the subsidy amounts to allow for expanded travel on a per trip basis, particularly for those with limited incomes.

In May 2023, your board approved a suite of changes to Marin Access programs including a 12-month pilot program to revamp and enhance the CAR program. This changed CAR to a voucher-based program which offers two types of vouchers for use with external providers: 1) paper vouchers for use on North Bay Taxi rides or 2) digital vouchers for rides via the Uber app; riders can also opt to get a mix of both voucher types. Riders shifted to scheduling their trips directly with the provider by phone or via the Uber app, reducing fixed call center costs. Riders eligible for Marin Access Fare Assistance (MAFA)<sup>1</sup> receive enhanced benefits through the CAR program including elimination of the \$5 / trip co-pay and additional long-distance vouchers to allow for expanded travel. The changes took effect on July 1<sup>st</sup>, 2023, and have proven successful.

In Spring 2024, staff completed a robust evaluation of program performance, program administration, provider evaluation, program cost, and completed a rider survey to collect direct input from users of the service. Staff requested, and your Board approved, a 12-month extension of the program. This action included adding a new provider – Lyft – and tasked staff exploring options to accomplish the following: 1) streamline the voucher distribution process; 2) improve rider choice; 3) make adjustments to fare policy and voucher reimbursements to better serve those with income barriers and ensure long term financial viability, and 4) enhance monitoring of the program to ensure it provides for equivalent service for all per ADA regulations. Staff has worked extensively on this program in the last year; this Board item presents the results of this work.

### ***Key Performance Evaluation Findings***

Staff has completed additional program performance evaluation, including collecting rider surveys and feedback, assessing program administration, and evaluating providers. The full evaluation is included in Attachment A. These findings align with and build on those presented to your Board last spring.

Key takeaways from staff evaluation work are:

- The CAR pilot program is popular and enrollment has been consistently growing month over month. Enrollment has been growing across all rider types, but riders with income barriers (MAFA) use the program more than those without income barriers (non-MAFA).

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<sup>1</sup> MAFA was developed in 2020 to unify various fare assistance programs. Riders qualify by demonstrating eligibility for Medi-Cal or income level. It was renamed to Marin Access Fare Assistance in 2023 to reduce stigma and encourage participation (previously named Low-Income Fare Assistance or LIFA). Current benefits include: \$75 / quarter for local paratransit / shuttles, opt-in to free annual bus pass, and on CAR - no co-pay plus additional vouchers for long-distance trips.



- The program limits rider choice of how and where to use the subsidy available. A fixed-amount voucher model allows for use of only a portion of the total subsidy available to riders and riders must pre-select the provider of their choice at the time of program enrollment rather than having choices ride-by-ride.
- The program is administratively burdensome and incurs substantive overhead costs beyond the provision of trips. The paper voucher distribution process, which represents the majority of vouchers, is costly and time-consuming for staff.
- The CAR program continues to grow and is financially unsustainable long term. Costs are expected to exceed the budget by 20% or more in FY25.
- The program offers substantial subsidies to riders that do not face income barriers. Riders that do not have income barriers pay a nominal co-pay for each trip and receive up to \$2,400 per year in subsidy.
- The program does not limit trips to shared rides and thereby contributes incrementally to congestion and increased GHG's on County roads.

## **Discussion**

Staff has developed an initial proposal for replacing the CAR program that is designed to address two key questions:

1. How can we improve the mechanism by which we distribute the subsidy and reduce the administrative burden of the program?
2. How can Marin Transit make this program financially sustainable?

## ***Mobility Wallet***

Staff conducted a peer review of agencies offering similar voucher programs or user subsidy model programs to understand opportunities for streamlining the subsidy distribution process. Several peers of varying sizes utilize a payment card to distribute subsidies to riders and have had encouraging results for reducing both the administrative burden and cost of distribution of a user subsidy. A payment card, or "mobility wallet," allows agencies to issue a digital or physical payment card to enrolled riders with value loaded onto it to use with a variety of transportation providers. A mobility wallet can also include a web-based dashboard that allows agency staff to monitor the use of funds and adjust settings for how the subsidy can be used. A mobility wallet provides several options for implementing fraud prevention measures to ensure the card and subsidy is used by the intended user and in accordance with program policy.

Based on these findings, staff researched payment card options and their applicability to the CAR program. Staff determined that moving to a payment card/mobility wallet that is distributed to enrolled riders for use on the provider(s) of their choice will significantly improve the program administratively and for riders. A mobility wallet will:

- Reduce the administrative burden and cost of subsidy distribution by discontinuing the time-consuming and expensive paper voucher process,
- Expand rider choice of where and how to use the subsidy available to them, and



- Allow Marin Transit to quickly and easily monitor the use of funds.

In late 2024, staff initiated a procurement process that allowed staff to better understand the range of offerings and providers available in the market and select a provider to implement a mobility wallet for Marin Transit and Marin Access. Marin Transit identified a leading vendor, Prepaid Expense Card Solutions, Inc. (PEX), to recommend award of a contract to in February 2025 under General Manager authority (the onboarding and start-up costs for such a card are estimated to be less than \$15,000). Staff will use the mobility wallet tool as part of the proposal to replace the CAR program, as described below, but it is also a tool that staff can potentially use for other program purposes in the future. Staff is currently finalizing contracts with PEX and will begin design, configuration, and testing of the card in March.

**Subsidy Allocation Policy**

As noted above, the CAR pilot program in its current form is not financially sustainable long term. Staff have explored several options for updating the subsidy allocation policy. The options staff has considered are shown in the table below; each option has both positive and negative impacts also shown below.

Option	Pro	Con
1) <b>Spread funding evenly</b> across all eligible Marin Access riders; eliminate fare assistance enhancements	<ul style="list-style-type: none"> <li>• Subsidy will continue to be provided to all Marin Access riders</li> </ul>	<ul style="list-style-type: none"> <li>• Reduces subsidy and utility of program for all riders (e.g. reduction of dollar amount and frequency of subsidy)</li> <li>• Still risks ever escalating costs</li> </ul>
2) Restructure program & <b>prioritize resources for those with income barriers (MAFA)</b>	<ul style="list-style-type: none"> <li>• Provide meaningful subsidy amounts to support those most in need</li> </ul>	<ul style="list-style-type: none"> <li>• Tapers off program for Marin Access riders without income barriers</li> </ul>
3) <b>Allocate additional funding</b> from alternate sources (fixed route or volunteer driver) & maintain existing program	<ul style="list-style-type: none"> <li>• CAR continues to serve all Marin Access riders while offering enhanced subsidy to those with income barriers</li> <li>• Prioritizes the needs of older adults &amp; people with disabilities if funding allocated from fixed route</li> </ul>	<ul style="list-style-type: none"> <li>• Results in loss of service elsewhere (e.g., local bus, student programs, volunteer driver, etc.)</li> <li>• Volunteer driver is the lowest-cost program with ancillary benefit of socialization</li> <li>• Still risks ever escalating costs</li> </ul>
4) <b>Terminate the CAR pilot program</b>	<ul style="list-style-type: none"> <li>• All existing Marin Access riders are impacted in the same way</li> </ul>	<ul style="list-style-type: none"> <li>• Reduces mobility options available in the County for older adults and those with disabilities</li> </ul>

**Preliminary Recommendation**

Staff have developed a preliminary recommendation for consideration by your Board and other stakeholders, aligned with Option #2 in the table above. The preliminary recommendation prioritizes subsidy resources for those with income barriers to align with agency purpose and Marin Access goals.



Staff recommends replacing the CAR pilot program with a Mobility Wallet Program designed to maintain an ongoing subsidy for riders with income barriers (those enrolled in MAFA) who have been the highest users of the program to date. For currently enrolled riders without income barriers, staff proposes offering a limited-term (six month) subsidy “grace period” to gradually transition them away from the CAR program.

For new riders who are not currently enrolled in CAR, staff recommends using the mobility wallet (one-time disbursement) as an incentive to get them enrolled in Marin Access. Staff proposes to formalize an “Intro to Mobility Program” for older adults in Marin County, this program would be designed to expose this growing population to the range of mobility options available in the County aside from driving oneself. Staff hopes that by offering a compelling package of incentives for enrollment, more aging adults will enter the program and be introduced to mobility offerings before they have a critical need (e.g., a fall or other event that means they can no longer drive).

Based on analysis completed to date on program usage and available funding, staff proposes starting with \$200 of initial value on the mobility wallet. This amount covers the existing usage of 75% of current MAFA riders. This amount also covers approximately ten average-length trips per month (the median cost of trips is currently \$19). There are a few high-use riders who will receive less benefit.

Staff will complete additional financial analysis after the March Board meeting to finalize the subsidy amount recommendation. The new program offerings that will utilize the mobility wallet, and how this \$200 would be distributed to different Marin Access riders, is illustrated in the table below and further explained thereafter.

Population	Initial amount on card	Subsidy Distribution	Maximum annual subsidy
MAFA – existing and new	\$200	Topped up monthly	\$2,400
Non-MAFA – existing riders	\$200	Topped up monthly for six months only (July- Dec. 2025)	\$1,200 for year one
Non-MAFA – new riders	\$200	One-time, at time of enrollment	\$200 for first year after enrollment

**Mobility Wallet Program for Riders with Income Barriers**

New or current riders that are eligible for and enroll in MAFA will receive a mobility wallet card that is loaded with the initial value and then “topped up” on a monthly basis to replace the amount used that month, back up to the initial value. For example, if the initial card is loaded with \$200 and the rider uses \$150 in month one, they would have \$150 added to their card at the beginning of month two to get back up to \$200 total value available for use in month two.

Riders will be able to use the card on any transportation provider that accepts credit/debit cards. Marin Transit will not contract with individual providers but instead will define merchant category codes that the card can be used on. Staff will have the ability to monitor where and when the cards are being used and turn off vendors that are not legitimate transportation providers. This model gives riders much more flexibility to use the subsidy on a wide range of transportation providers of their choice rather than the three providers currently available under the CAR program. Attachment B presentation includes an illustration of examples of providers that could be utilized.



In addition to the mobility wallet, MAFA riders would continue to have access to a free Marin Transit bus pass provided on a Clipper card as well as other MAFA subsidies and Marin Access programs available today (e.g. volunteer driver program, travel training, paratransit value).

### ***Mobility Wallet Program for Existing CAR Riders without Income Barriers***

The staff proposal would eliminate the ongoing subsidy available to existing riders who do not have income barriers. To avoid abruptly discontinuing the program for existing riders that are not eligible for fare assistance, staff propose to offer a tapered version of the mobility wallet program to these riders – a six-month grace period with the same mobility wallet value that is offered to those with income barriers, \$200/month. This part of the program would sunset in December 2025.

### ***Intro to Mobility Program for New Riders***

Finally, staff proposes utilizing the mobility wallet as part of a new formalized “Intro to Mobility” Program. Staff have heard from your Board the need to broaden the awareness of Marin Access programs for the aging population. This new program would formalize and bring together existing staff efforts under this new offering and continue to offer a flexible transportation subsidy to new riders who do not have income barriers. The goal would be to introduce and educate those that are eligible for Marin Access (age 65+ or ADA paratransit-eligible) to their mobility options. Enrolled riders would receive the following benefits:

- A mobility wallet card with a one-time subsidy amount that they could then use with any transportation provider of their choice. The proposed \$200 value would give the enrollee a fair amount of funding to test out various providers to determine which best meet their needs and preferences.
- A one-time free Clipper Marin Transit 31-day bus pass to introduce riders to fixed route bus service. Depending upon the rider eligibility (senior/ADA), the appropriate Clipper card would be sourced and distributed to the rider, removing this barrier, and future discounts associated with that card (50% off base fare) would be available after the initial 31-day bus pass expires.
- Access and enrollment into the volunteer driver program.
- Expanded travel training and a warm handoff to alternative programs in the County as appropriate.

This program is designed to expose community members to Marin Access offerings in advance of a critical need, and to do so within the financial resources of the District.

### ***Summary***

The preliminary staff recommendation prioritizes resources for those with income barriers to align with agency purpose and Marin Access goals and continues to provide a program that meets the needs of those who depend on it most. Travel training and the Travel Navigator team are expected to have an expanded role with these new programs as riders may be new to many if not all of the options available to them in the County and may need increased assistance and support using the mobility wallet card and/or learning about how to use the local bus network and apps supporting travel on the variety of options available.

After collecting feedback from your Board and other stakeholders and completing financial analysis, staff will finalize a recommendation to bring your Board in April 2025.



**Fiscal/Staffing Impact**

There are no financial impacts associated with this information item.

Respectfully Submitted,

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

Joanna Huitt  
Program and Policy Manager

**Attachment A:** Catch-A-Ride Program - 2025 Updated Evaluation

**Attachment B:** Catch-A-Ride Program Update Presentation





# Catch-A-Ride Program - 2025 Updated Evaluation

## Program Performance

In FY25, staff continued to monitor the CAR program and found that while the program has continued to be successful and popular with riders, particularly those with income barriers, it is not financially sustainable in the long term. This section provides an updated summary evaluation of the pilot program.

The program has continued to perform well from a ridership and enrollment perspective, both have experienced ongoing growth throughout the pilot period. Figure 1 shows program enrollment for those eligible for fare assistance (MAFA) and those not eligible for fare assistance (Non-MAFA) from FY24 Q2 through FY25 Q3. As of FY25 Q3, there are over 750 riders that have enrolled in the program and received vouchers. Approximately half of all riders qualified for the Marin Access Fare Assistance (MAFA) Program

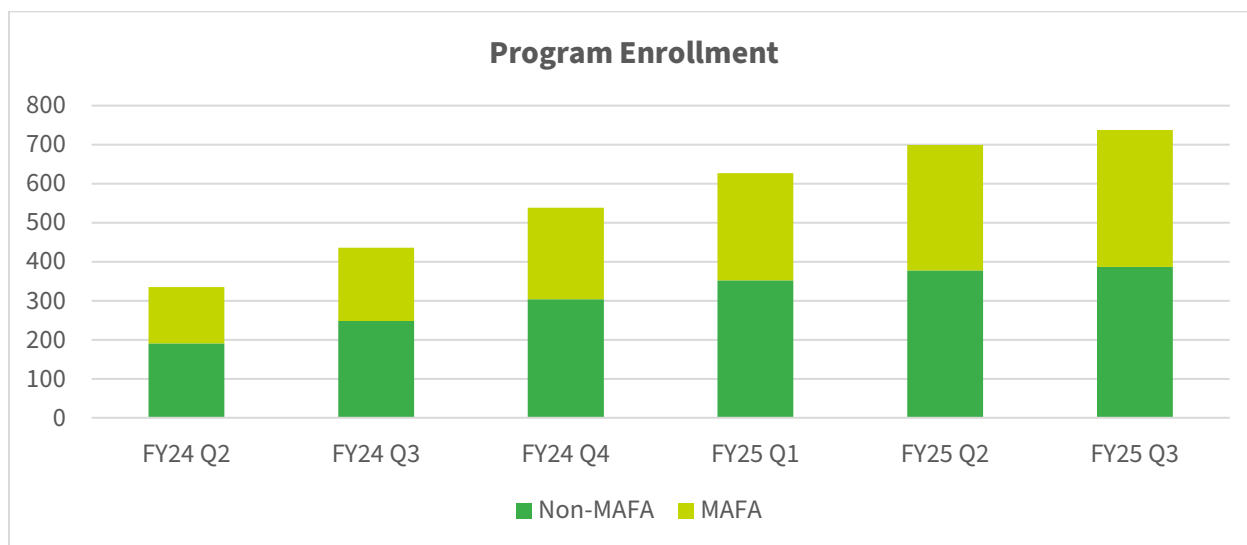


Figure 1: Program Enrollment

Most riders are ambulatory or use a mobility device such as a cane that does not require the use of a wheelchair accessible vehicle; a small share (9%) of riders require or prefer to use Wheelchair Accessible Vehicles. Figure 2 below shows the split of eligible riders by whether they used a wheelchair accessible vehicle and whether they are enrolled in MAFA.

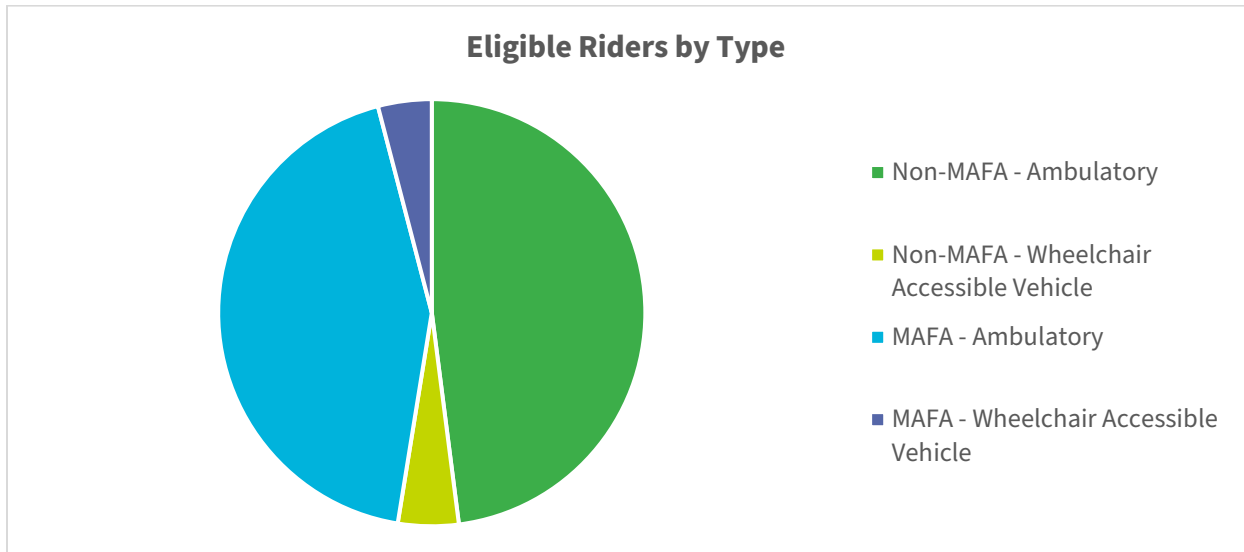


Figure 2: Eligible Riders by Type

Ridership has grown month over month since the start of the pilot program, with a total of over 23,000 trips provided from July 2023 through December 2024 across all voucher types. As shown in Figure 3, Marin Access Fare Assistance riders make up nearly 75% of trips each month.

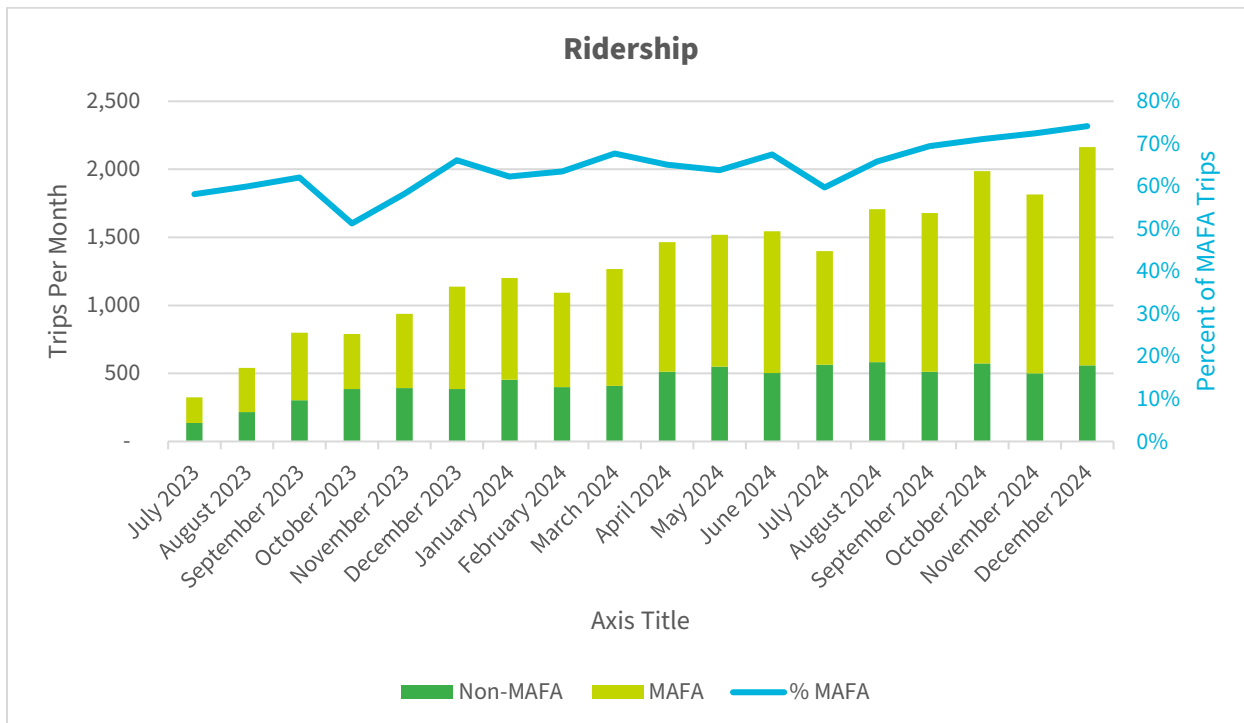


Figure 3: Ridership

Half of all riders select paper (taxi) only vouchers over digital (Uber or Lyft) vouchers, with the vast majority of digital voucher users opting to use Uber as their preferred digital provider as shown in Figure 4. Interest in digital vouchers is slowly growing due to trip availability constraints with the taxi provider and increased understanding of or willingness to use smartphone apps.

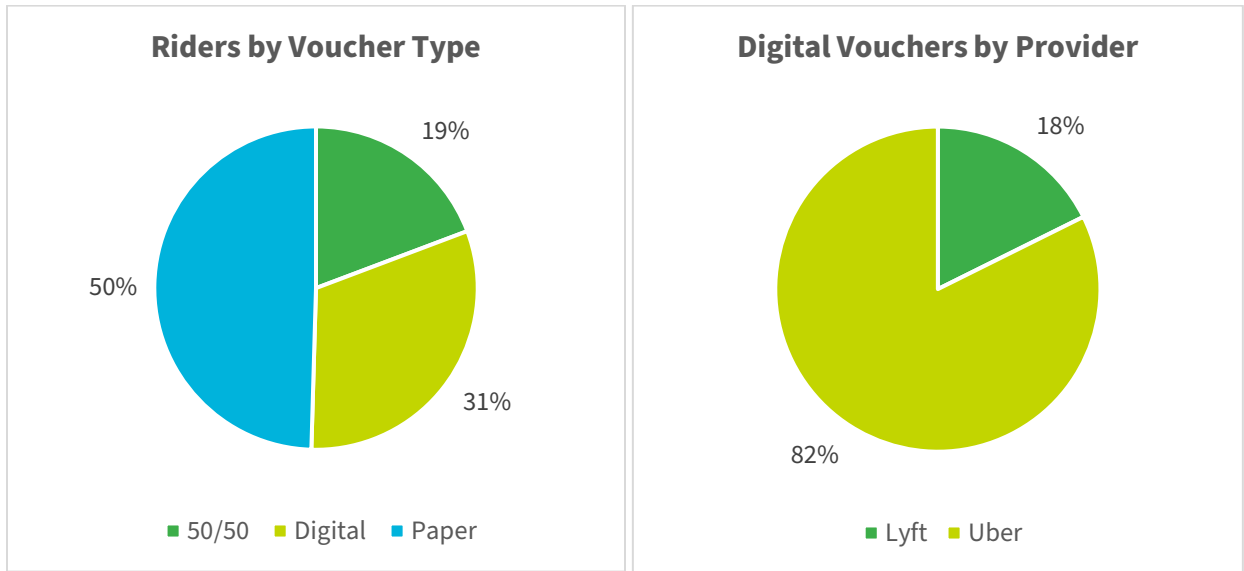


Figure 4: Riders by Voucher Type

Most riders are using less than half of their allocated vouchers; most riders (59%) average four or fewer rides per month. Riders eligible for Marin Access Fare Assistance are taking more trips on average per month, and there are a small number of riders who consistently max out their rides per quarter (30-40 rides/quarter). The overall average trip length is 5.2 miles, with digital riders averaging 7.8 miles and taxi riders averaging 3.8 miles.

**Rider Surveys & Feedback**

In July 2024 staff began to administer a quarterly web-based survey to solicit feedback about the Catch-A-Ride pilot program from riders. The survey is distributed via email and incentivized by offering vouchers for Catch-A-Ride trips. In FY25 Q2, staff received 172 responses amounting to a response rate of 30%.<sup>1</sup> The survey was designed to collect feedback on major indicators of program success including overall experience, ease of trip scheduling, trip availability, on time performance, driver courtesy, and cost of trips. Riders were also given the opportunity to rate their overall experience with the program and had the opportunity to share additional feedback in narrative form. Responses to the survey were largely positive with over 95% of all riders reporting their overall experience to be good or excellent. The results are summarized in the table below.

	Paper Voucher User Rated Good or Excellent	Digital Voucher User Rated Good or Excellent
<b>Overall Experience</b>	97%	89%
<b>Ease of Trip Scheduling</b>	94%	95%
<b>Trip Availability</b>	91%	79%
<b>On Time Performance</b>	90%	84%

<sup>1</sup> This represents 30% of those that received the survey by email. Note that not all riders currently have an email on file, so this is not representative of the entire pool of riders.



	<b>Paper Voucher User</b> <i>Rated Good or Excellent</i>	<b>Digital Voucher User</b> <i>Rated Good or Excellent</i>
<b>Cost of Trips</b>	94%	95%
<b>Driver Courtesy</b>	90%	89%

Table 1: Survey results for FY25 Q2

The survey also provides the opportunity for the District to monitor service equivalence between those using a wheelchair and those not using a wheelchair via reports of trip denials and feedback on safety concerns from riders when using taxis or TNCs. Generally, reports of trip denials have largely been due to the capacity of the provider across all vehicle types indicating that the denials were due to a limited supply of vehicles / drivers overall rather than due to a lack of wheelchair accessible vehicles specifically. The rate of reported trip denials are approximately equivalent between those using a mobility device and those not using a mobility device -- 30% and 25% respectively, in FY25 Q2. Reports of trip denials were slightly higher with North Bay Taxi which is expected given their limited driver pool. 93% of all riders that responded to the survey reported that they did not encounter any safety concerns.

Feedback collected through the survey and general input have demonstrated that there are opportunities for improvement around taxi trip scheduling and trip availability, and accessibility for those using digital vouchers. Riders also demonstrated a recognition of the lost value of trips that did not use the full subsidy amount and desire the ability to use the subsidy amount more flexibly to maximize the value.

Staff will continue to collect feedback quarterly through this survey until the end of the pilot period but anticipate making administrative adjustments to how the survey is conducted to increase the response rate and collect actionable feedback.

### **Program Administration**

Program administration is made up of six key activities, including:

1. Application intake and voucher type selection;
2. Voucher printing and distribution;
3. Voucher exchange (collected by service provider, submitted to District for reimbursement);
4. Voucher data entry;
5. Voucher summary reporting; and
6. Invoicing

The administration of the digital voucher program includes fewer steps and is more streamlined than that of the paper voucher part of the program. Paper vouchers have proven more popular among riders



but unfortunately represent a much higher administrative burden.<sup>2</sup> In addition to staff time, monthly printing and mailing costs are sizeable.

To make this program sustainable, the District has explored new ways to administer the program in a less burdensome manner and is further discussed later in this letter.

### ***Provider Evaluation***

Three providers accept the District-provided subsidy for this program, North Bay Taxi (paper voucher), Uber (digital voucher), and Lyft (digital voucher). District staff receive feedback about the service from both riders and providers via check-ins with the providers and feedback reported via established feedback channels from riders, e.g. reports to the Travel Navigators, directly to District staff, or to advisory committees. Quarterly rider surveys and other Marin Access rider surveys also provide a deeper understanding of riders' experiences with each provider. Feedback has been largely positive, but there are opportunities for improvement across providers. The following represent the key areas for improvement by provider type:

- North Bay Taxi: As ridership has continued to increase, riders have reported trip denials and challenges reaching scheduling staff to request a ride, demonstrating that North Bay Taxi's supply of drivers and vehicles cannot meet growing demand for service. Riders are educated that the service is provided on an "as available" basis only, however, challenges with reliability may lead riders to become dissatisfied with and/or abandon the program. In particular, growing demand for service in the WAV with North Bay Taxi has led to reports of scheduling challenges and trip denials.<sup>3</sup>
- Uber/Lyft: The primary concern with Uber and Lyft has been the provision of service to riders traveling with service animals. Ensuring the program is accessible to all is of utmost importance to the District and staff have partnered extensively with both providers on this topic. Staff have continued to investigate all reports of alleged discrimination by those traveling with service animals and to monitor the program to ensure accessibility for all riders.

### ***Program Cost***

Staff have closely monitored program costs throughout the pilot period. Growing demand for the program demonstrates that program costs are escalating quickly, and in FY25, are expected to exceed available funding by 20% or more.

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<sup>2</sup> To gain access to the pilot program, riders first must become eligible for Marin Access mobility programs by completing an application and submitting proof of age and address demonstrating they are age 65 and over and a resident of Marin County or by qualifying for Marin Access ADA Paratransit. Once eligible, riders select their voucher type (e.g. paper, digital, or half and half). The Travel Navigators are responsible for program intake, including eligibility determinations. The digital voucher distribution and invoicing process is relatively streamlined with most work automated or quickly accomplished online. The paper vouchers process, in contrast, has proven to be quite burdensome, requiring extensive time by District staff, the Travel Navigator team, and North Bay Taxi staff. Each quarter, personalized paper vouchers are printed and mailed to riders; collected by drivers; sorted and counted for invoicing; delivered back to Marin Transit, counted again, and data entered.

<sup>3</sup> Both North Bay Taxi and Uber offer accessible service; North Bay Taxi utilizes an accessible van leased from the District while Uber offers UberWAV (WAV = wheelchair accessible vehicle) to riders in accessible vehicles available on their network.

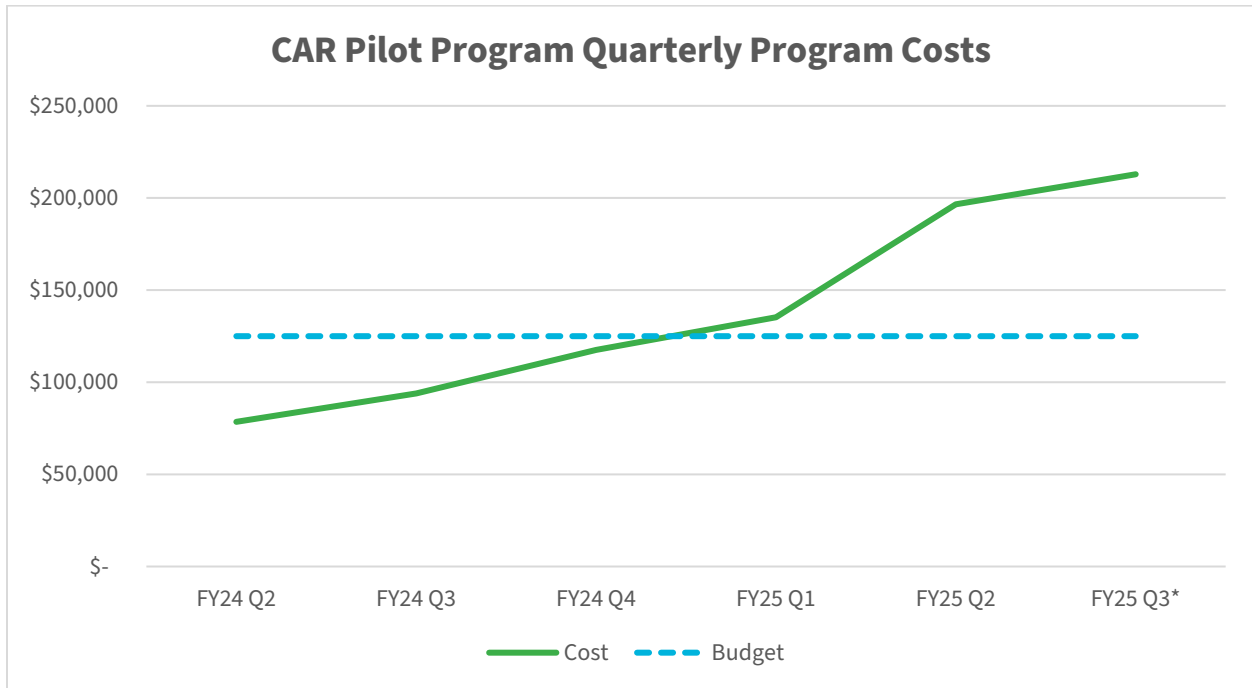


Figure 5: CAR Pilot Program Quarterly Costs (\*Q3 costs are projected based on historical information)

The cost of the service varies greatly based on provider due to the way the vouchers are set up. For Uber and Lyft, the District simply pays the cost of the trip. For North Bay Taxi, the District pays the taxi provider the full subsidy amount for each voucher (\$20, \$25, or \$40), regardless of the cost of the trip provided; this payment structure was established due to limitations of paper vouchers and in order to encourage the taxi provider to provide service through the Catch-A-Ride program. As a result, the District is paying far more per trip on North Bay Taxi compared to Uber or Lyft. Riders are traveling fewer miles with their taxi vouchers due to the dynamic pricing structure for Uber trips and the inclusion of wait time for taxi trips. On average, the District is paying roughly one third for each mile traveled on Uber or Lyft compared to each mile traveled on North Bay Taxi.

Average subsidy per ride and enrolled rider per month in FY25 through December 2024 are shown in the table below.

	Paper Vouchers North Bay Taxi	Digital Vouchers Uber or Lyft
Average Subsidy Per Ride	\$26.09	\$18.58
Average Subsidy Per Active Rider Per Month*	\$132.37	\$111.74
Average Trip Length	3.8 miles	7.8 miles
Average Cost Per Mile	\$6.87	\$2.38

\*Excludes 50/50 voucher recipients

Table 2 CAR Subsidies by Provider and Average Trip Length



# Catch-A-Ride Program Update

# Agenda

- 01 Background**
- 02 Catch-A-Ride 2.0 Pilot Program**
- 03 Key Questions**
- 04 Preliminary Recommendation**
- 05 Summary & Next Steps**



# Background

# Marin Access Programs and Services



## Paratransit

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



## Travel Navigators

One-stop resource for program information & eligibility



## Catch-A-Ride Pilot

Discounted taxi or TNC rides for seniors & people with disabilities



## Fare Assistance

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



## Volunteer Driver

Mileage reimbursement for seniors & people with disabilities



## Travel Training

Group presentations on public transit & other mobility options



## Marin Access Shuttles

Pre-scheduled, general public shuttle service

# Marin Access Program Goals and Requirements

## Marin Access Program Goals

- Provide effective mobility options for older adults and people with disabilities
- Expose older adults and people with disabilities to their options in advance of critical need
- Achieve high levels of customer satisfaction with services
- Focus programs and services on the populations most in need

## Agency Requirements

- Ensure compliance with FTA / ADA regulations
- Ensure long term financial sustainability of programs and services
- Create efficiencies in operations and oversight of programs
- Create stable and long-lasting program offerings

# Marin Access Fare Assistance (MAFA)

- Developed in 2020 to unify various fare assistance programs
- Riders qualify by demonstrating eligibility for Medi-Cal or income level
- Renamed to Marin Access Fare Assistance in 2023 to reduce stigma and encourage participation
- Benefits include:
  - \$75 / quarter for local paratransit / shuttles
  - Opt-in to free annual bus pass
  - No co-pay on CAR + additional vouchers for long-distance trips


**360  
Participants**

**44% of CAR  
Riders are  
Eligible**

# Catch-A-Ride 2.0 Pilot Program

# Catch-A-Ride 2.0 Pilot Program

The pilot program is open to all Marin County residents 65+ or ADA eligible and offers riders the choice of paper or digital vouchers for use with North Bay Taxi or Uber/Lyft. Riders schedule trips directly with providers.




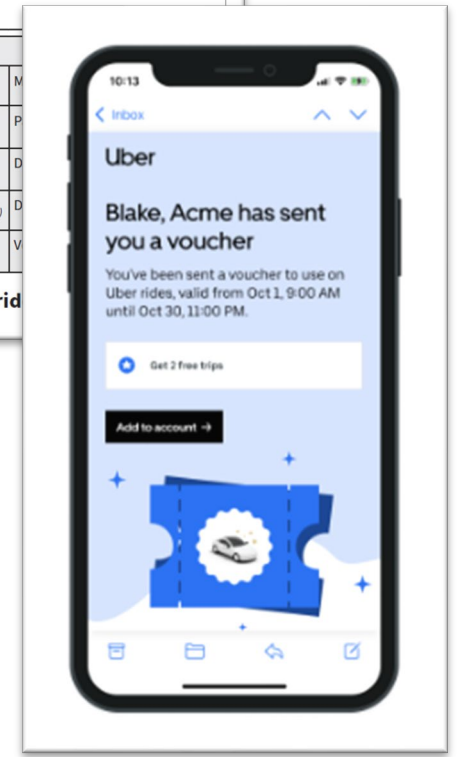
**CATCH-A-RIDE TRIP VOUCHER**  
 MAFA - AMB

Valid For Use July 1, 2023 - September 30, 2023  
 Vouchers are not transferrable and have no cash value; riders will not be given change if the voucher amount exceeds the meter rate.

Marin Access ID: 12345
Rider Name: Rider Name
Ride Date: ____ / ____ / ____
Ride Time: ____: ____ AM/PM
From:
To:

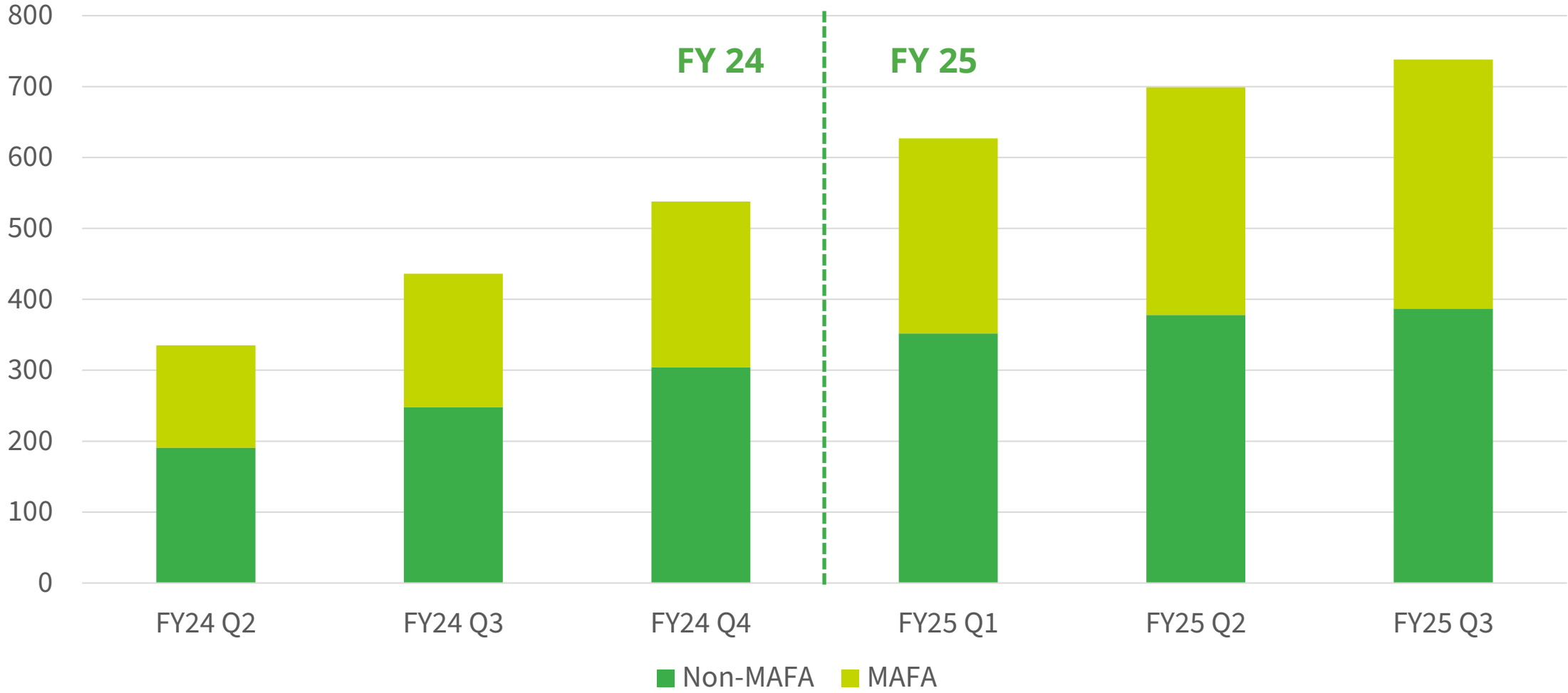
FOR DRIVER USE ONLY	
Meter:	\$
Rider Base Fare:	\$0
Max Voucher Value:	\$25
Total Cost to Rider = (Meter) - (Max Voucher)	
Total Cost to Rider:	\$


To schedule a ride

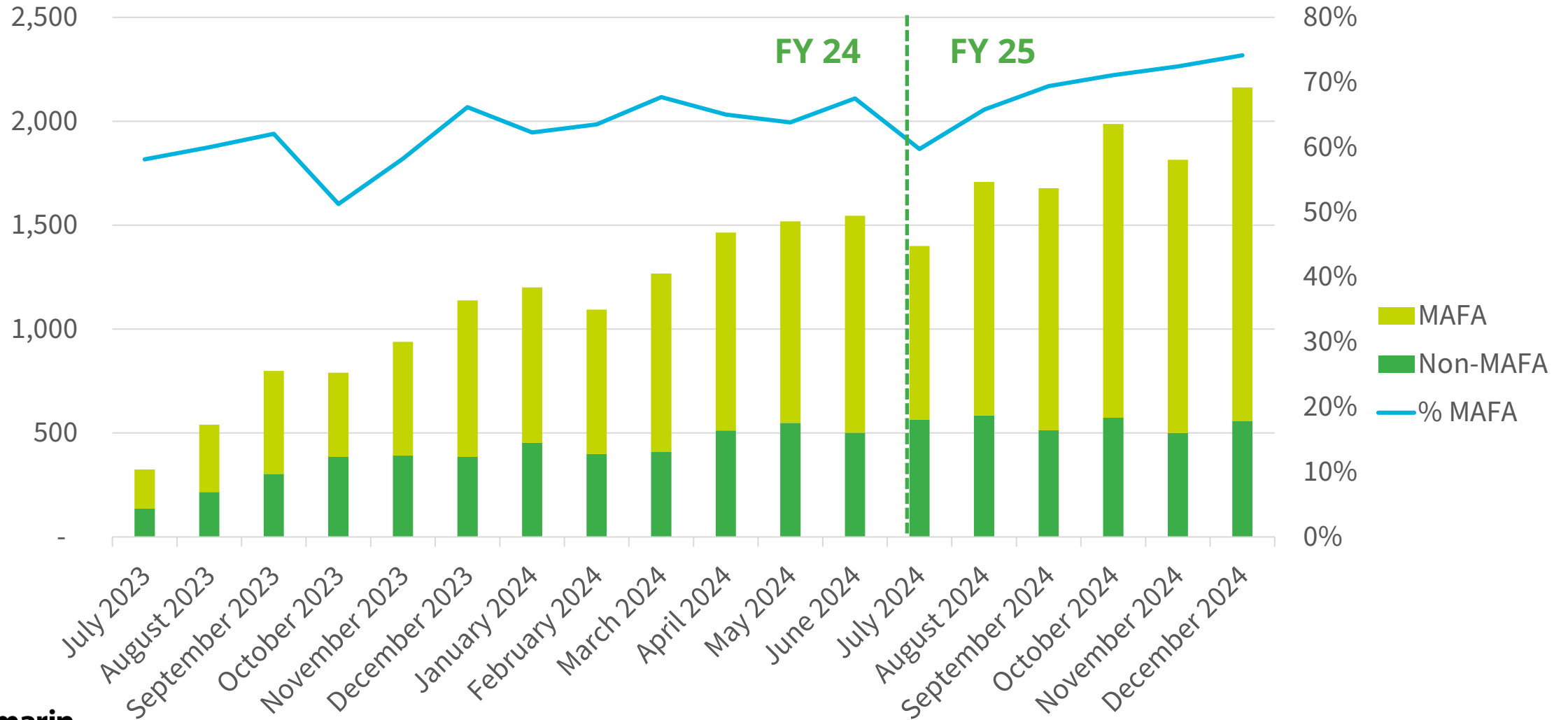


	Standard Vouchers	Long Distance Vouchers
<b>Riders eligible for fare assistance (MAFA)</b>	30 / Quarter <i>MCTD pays \$25 / trip</i>	10 / Quarter <i>MCTD pays \$40 / trip</i>
<b>Riders not eligible for fare assistance</b>	30 / Quarter with \$5 co-pay for each trip <i>MCTD pays \$20 / trip</i>	-

# CAR 2.0 Pilot program enrollment is growing.



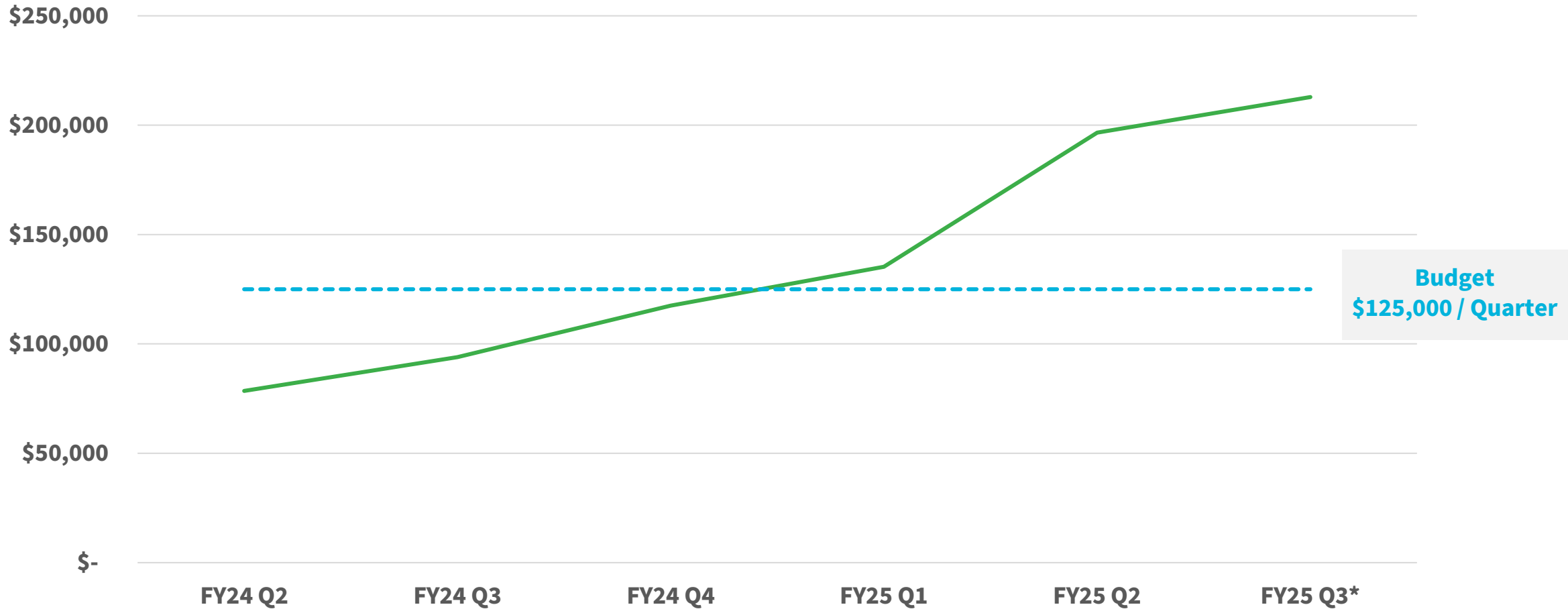
# CAR 2.0 Pilot program ridership is growing, particularly among those with income barriers.





# CAR 2.0 Pilot program costs are growing beyond budget.

## CAR Pilot Program Quarterly Costs



**Budget**  
\$125,000 / Quarter



\* Projected cost

# Key Takeaways from CAR 2.0 Pilot Program

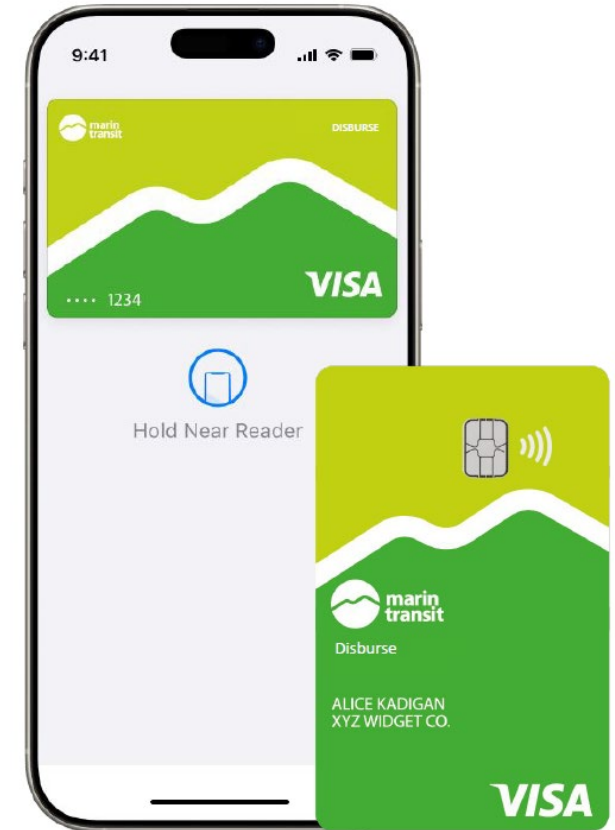
- It is **popular**.
- It **limits rider choice** of how and where to use the subsidy available.
- It is **administratively burdensome** and incurs overhead costs beyond the provision of trips.
- It continues to grow and is **financially unsustainable** long term.
- It offers **substantial subsidies** to riders that do not face income barriers.
- It does not limit trips to shared rides and likely **contributes to congestion** and increased GHG's on County roads.

# Key Questions

# **How can we improve the mechanism by which we distribute the subsidy?**

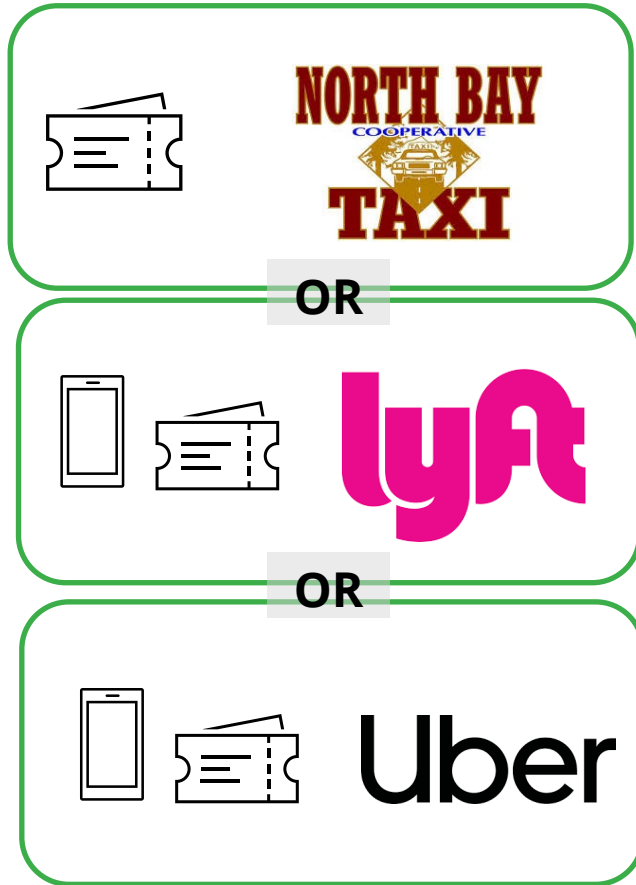
# Implementing a Mobility Wallet will broaden rider choice and reduce administrative burden.

- New mechanism to distribute subsidies: a payment card to enrolled riders for use with the provider(s) of their choice.
- Discontinues time-consuming paper voucher process
- Increases rider flexibility for how they use the subsidy
- Allows MCTD to quickly and easily monitor the use of funds
- Includes fraud prevention measures to ensure card used by intended user and used in accordance to program policy
- Staff will explore expanding travel training to include technology training to support use of mobility wallet



# Concept of Mobility Wallet

## Current - Limited Use Model



## New - Expanded Use Model\*



\* Sample of vendors that could be used; actual vendors TBD

# **Should we update the existing policy for subsidy allocation?**

# Agency Purpose

- Serve Marin County with high-quality, accessible transit for all.
- Contribute to congestion relief, particularly addressing congestion caused by school traffic.
- Provide mobility options to support the needs of the aging population in Marin County





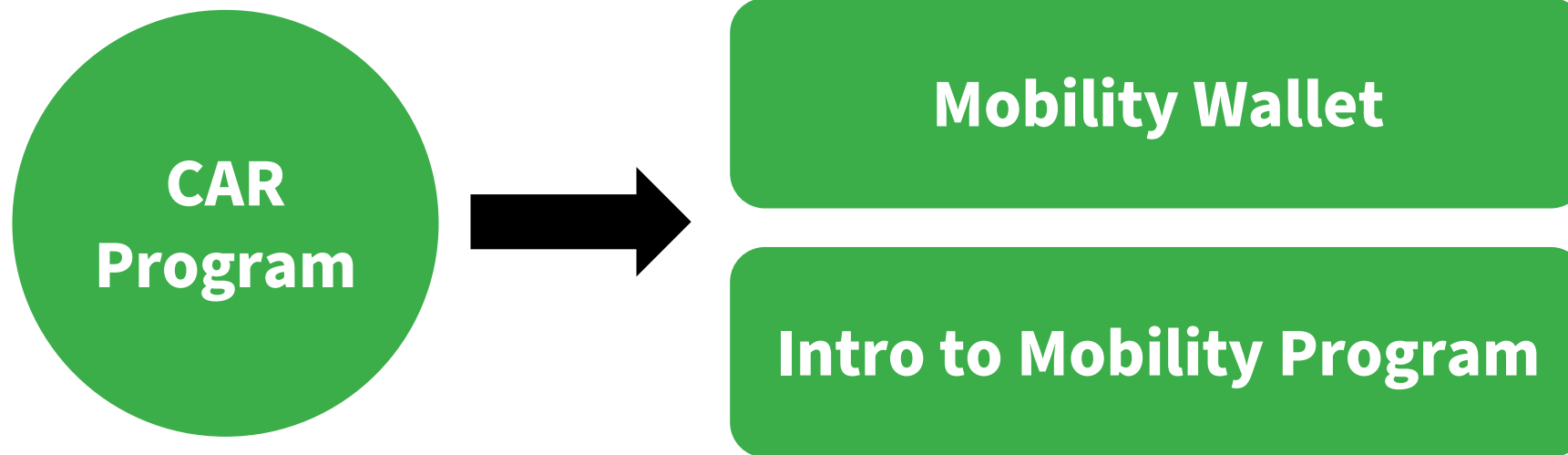
# Resource constraints require policy updates; staff explored several options

Option	Pro	Con
1) Spread funding evenly across all eligible Marin Access riders	<ul style="list-style-type: none"> <li>Reduced but equal subsidy for all riders</li> </ul>	<ul style="list-style-type: none"> <li>Reduces utility of program for all riders and still risks cost escalation</li> </ul>
2) Prioritize resources for those with income barriers (MAFA)	<ul style="list-style-type: none"> <li>Meaningful subsidy amounts to those most in need</li> </ul>	<ul style="list-style-type: none"> <li>Tapers program for riders without income barriers</li> </ul>
3) Allocate additional funding & maintain existing program	<ul style="list-style-type: none"> <li>Current CAR program continues</li> </ul>	<ul style="list-style-type: none"> <li>Loss of other services (fixed route or Marin Access volunteer driver) and still risks cost escalation</li> </ul>
4) Terminate the CAR pilot program	<ul style="list-style-type: none"> <li>All riders impacted</li> </ul>	<ul style="list-style-type: none"> <li>Reduces mobility options available in County</li> </ul>

# Preliminary Recommendation

# Preliminary Recommendation

- Replace CAR program with Mobility Wallet
- Existing CAR and new riders with income barriers access new Mobility Wallet program
- Existing CAR riders without income barriers get access to limited term subsidy (6 months)
- Utilize Mobility Wallet to launch new “Intro to Mobility” Program to expose older adults to available options before they are no longer able to drive



# Mobility Wallet Program

- Designed to focus subsidy on those most in need of financial support
- MAFA enrolled riders receive:
  - \$200 Mobility wallet card with monthly top-up
  - Free Marin Transit fixed route (annual pass)
  - Other benefits included in *Intro to Mobility Program*
- Tapered option offered for non-MAFA riders enrolled in existing program as of May 31, 2025
  - 6-month grace period to transition existing riders to new program, discontinue Dec. 2025
- Benefits of this Proposal:
  - Focus subsidy on highest need population
  - Transition those currently enrolled to new program gradually

# Intro to Mobility Program

- Designed to introduce those that are 65+ or ADA eligible without income barriers to mobility options
- Enrolled riders receive:
  - One-time mobility wallet card
  - One-time Clipper monthly pass
  - Access to volunteer driver program
  - Expanded travel training
  - Warm handoff to alternative programs
- Benefits:
  - Expose aging adults to Marin Access offerings in advance of critical need (e.g. can no longer drive or has new condition preventing use of local bus service)
  - Financially sustainable model to expand reach of Marin Access to the broader community

# Proposed Subsidy Comparison

Program	Eligibility	Subsidy*
Intro to Mobility Program	65+ or ADA Eligible + Resident of Marin County <b>without</b> demonstrated income barriers	One-time \$200 subsidy
Mobility Wallet	65+ or ADA Eligible + Resident of Marin County <b>with</b> demonstrated income barriers	\$200 / month subsidy, up to \$2,400 annually
Mobility Wallet – Tapered**	Existing CAR rider <b>without</b> demonstrated income barriers	\$200 / month subsidy for six months, up to \$1,200

\*Final recommendation of subsidy levels TBD based on budgetary constraints

\*\*For riders determined eligible for existing program by May 31, 2025; discontinued at end of FY26.

# Impact to Existing Riders

Existing  
Riders Eligible  
for Fare  
Assistance

- Transition to mobility wallet with reduced subsidy
- Expanded choice of how & where to use the subsidy

Existing  
Riders NOT  
Eligible for  
Fare  
Assistance

- Receive six-month of mobility wallet subsidy
- May apply for fare assistance if / when applicable

# Summary & Next Steps



# Summary

**The existing program is not financially sustainable**

**Those with income barriers are most dependent on Marin Access**

**Programs must be restructured to expand reach of Marin Access & ensure financial viability**

# Next Steps

## March 2025

- Receive comments at March 3<sup>rd</sup> Board Meeting
- Complete financial analysis of all options

## April 2025

- Bring final recommendation to Board for Action
- Configuration & testing of mobility wallet
- Develop robust rider education campaign

## July 2025

- Implement Board adopted recommendations

# Thank you

**CONTACT**

**Joanna Huitt**

**Program and Policy Manager**

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



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Director  
City of San Rafael

March 3, 2025

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

**Subject: Contract with Marin Airporter for Operation and Maintenance of Fixed Route Services**

Dear Board Members:

### **Recommendation**

Approve award of a contract for the operations and maintenance of Marin Transit Local, Community, Rural, and Supplemental Service between the District and Marin Airporter for an initial four-year term beginning on July 1, 2025 for a total amount not to exceed \$73,306,374 with three additional option years.

### **Summary**

On July 24, 2024, Marin Transit issued a Request for Proposal (RFP) for the operation and maintenance of select Local and Rural Fixed Route Services.

The services requested included Local Routes 17, 22, 49, and 57; Rural Routes 61 and 68; Community Routes 219, 228, 233, and 245; and Supplemental School Routes 613, 619, 625, and 654. Service would also include the Local Route 29, which was shifted from Golden Gate Transit to Marin Airporter starting in January of 2025. Total service will run an estimated 115,000 revenue hours annually.

The proposal received from Marin Airporter was the only proposal submitted. After scoring, discussions with the vendor, and best and final negotiations, the proposal was deemed complete and responsive, meets the requirements of the District's procurement requirements, and is in compliance with the Federal Transit Administration's guidance for third party contracting (outlined in FTA Circular 4220.1F). Based on these findings, staff are recommending a contract award to Marin Airporter.

### **Background**

Marin Transit currently provides the above services under contract with Marin Airporter. Operation and maintenance of the Route 29 was recently shifted to Marin Airporter from our interagency operations agreement with the Golden Gate Bridge, Highway, and Transportation District (GGBHTD) in January 2025.



The current contract between Marin Transit and Marin Airporter will end on June 30, 2025. As a recipient of federal transportation and rural transportation funding, and in alignment with our own internal procurement policies, the District is required to procure goods and services through competitive means. The issuance and award of services through this Request for Proposal meets those requirements.

In addition to fixed route transit operations, the proposed service would also include regular bus stop maintenance at select stops throughout the District, giving the successful proposer the responsibility to maintain, repair, display relevant and important information, and otherwise ensure that Marin Transit stops are kept in a state of good repair.

Through the RFP solicitation period, Marin Transit received interest from multiple local and national transportation providers, including charter operators, demand response operators, and other fixed route service operators. Ultimately, the only proposal received by the District was from the incumbent, Marin Airporter.

This agreement will allow the Marin County Transit District the opportunity for a continued, meaningful relationship with a valued community partner and will allow the District to highlight our commitment to the community and to our local partners.

Though only one proposal was received, this proposal was thoroughly reviewed, and the firm was invited to interview with a technical panel made up of Marin Transit operations staff. The technical panel evaluated the proposal based on the following criteria identified in the RFP:

- Project Understanding
- Corporate Capabilities, Experience, and Past Performance
- Key Personnel Qualifications and Experience
- Organization, Workforce, and Staffing
- Mobilization Plan
- Facility
- Vehicle Maintenance
- Customer Service
- Intelligent Transportation Technology Plan
- Field Operations / Road Supervision Plan
- Reporting Plan
- Employee Training
- Safety and Security Plan
- Price Proposal

To ensure that the technical evaluation was completed independently of any cost consideration, the technical panel was not initially provided with any pricing information. Pricing information was evaluated by our Finance team and determined to be fair and accurate.

Marin Transit issued a request for a best and final offer from Marin Airporter on November 4, 2024. The request letter identified sections where further information or reconsideration would be needed. This best and final offer included additional frontline staffing to ensure appropriate support for operators on the road and appropriate operator staffing levels to ensure a reliable deployment of fixed route services.

At time of issuance of the RFP, 24 vendors downloaded the document and six vendors attended the pre-proposal meeting to find out more about the solicitation and ask questions. The lack of responses, and



ultimately lack of competition, on this high value contract prompted staff to reach out to vendors that initially expressed interest to determine why they did not submit a bid. Similar to previous procurements for this type of service (Operations & Maintenance of Fixed Route), the responses cited the lack of a maintenance facility to support the contract as the primary reason why they did not submit. Prospective vendors could not find a suitable property to lease or purchase in Marin County to support this contract. Acknowledging the lack of facility is not within the District’s control, a sole source award justification was made in compliance with the District’s procurement policy and the Federal Transit Administration’s (FTA) Third Party Contracting Guidance found in Circular 4220.1F.

The recent efforts your Board made to acquire land for a fixed route maintenance facility will support future procurements and allow the District to provide this missing piece of the puzzle for this type of contract. The District anticipates future procurements offering a maintenance facility to be more competitive and help stabilize contracted operating costs.

**Fiscal/Staffing Impact**

Staff recommends your Board authorize a base contract value not to exceed \$73,306,374 for four years not including anticipated fuel costs. On average, the contract rates escalate 4.4% per year except for the second contract year which has a higher escalation due to projected insurance cost increases when new vehicles are received. The contract allows Marin Transit to increase or decrease the forecasted revenue hours annually by +/- 20% without needing to renegotiate. Increasing revenue hours and executing option years will require authorization by your Board and be subject to available funding.

Based on the operation of 115,000 annual hours, the effective contract hourly rate<sup>1</sup> for these services in FY2025/26 is \$148.09 (Table 1), an increase of 10% from the current Marin Airporter contract rate. The effective contract rate includes an increase in both the hourly and fixed fees compared to the current rate, which was expected during the bidding process. The Independent Cost Estimate (ICE) for the contract projected an 8% increase in FY2025/26 effective contract rate over the existing FY2024/25 effective rate. This estimate accounted for inflation and normal contract increases at rebid but may not have accounted for the additional elements that were required under the new contract, including:

- Additional bus stop maintenance requirements, countywide. A newly dedicated service team will be added to this contract to support ongoing bus stop maintenance requests.
- Increased operator wages (base rates and annual increases) in all years of the contract.
- Additional operator staffing (extra board) to account for driver call outs and unpredictable staffing conditions.
- Additional Dispatcher staff to support ongoing monitor and passenger information.

**Table 1 : Contract Pricing by contract year and option year**

	Base Contract				Option Years		
	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32
Hourly Rate	\$107.66	\$113.52	\$118.28	\$123.37	\$128.87	\$134.45	140.27
Est. Hours	115,000	115,000	115,000	115,000	115,000	115,000	115,000

<sup>1</sup> The effective contract hourly rate includes both fixed and variable contract cost is a function of the actual hours operated. The effective contract hourly rate is calculated by the following formula:  

$$\frac{[(\text{annual fixed fee}) + (\text{hourly rate} * \text{estimated annual hours})]}{(\text{estimated annual hours})}$$



Monthly Fee	\$387,440	\$410,367	\$425,971	\$446,299	\$466,745	\$489,247	\$512,733
Est. Annual Cost	\$17,070,180 <sup>1</sup>	\$17,979,204	\$18,713,852	\$19,543,138	\$20,420,990	\$21,332,714	\$22,283,846
Effective Hourly Rate	\$148.44	\$156.34	\$162.73	\$169.94	\$177.57	\$185.50	\$193.77

Note: 1) First year includes a one-time, \$40,000 start-up fee.

The effective rate for FY2025/26 in the proposed contract exceeds the ICE and is a 10% increase over the existing FY2024/25 effective rate. Despite the additional increase, staff determined the price to be fair and reasonable due to the additional contract components listed above and additional scope elements that were added to the contract during the best and final process. Additional scope items added include:

- Shifting Route 29 service to this contract (hours and vehicles)
- Increased vehicle service workers to ensure vehicles are fueled/charged and cleaned adequately prior to the start of service each day

Respectfully Submitted,

Robert Betts  
 Director of Operations and Service Development

**Attachment A:** Draft Operations and Maintenance Contract for Marin Transit Services

**Attachment B:** Operations & Maintenance Contract Award Presentation

**Contract #1291**

**FIXED ROUTE SERVICE  
OPERATIONS AND MAINTENANCE CONTRACT**

**Between**

**MARIN COUNTY TRANSIT DISTRICT**

**And**

**MARIN AIRPORTER**

**DRAFT**



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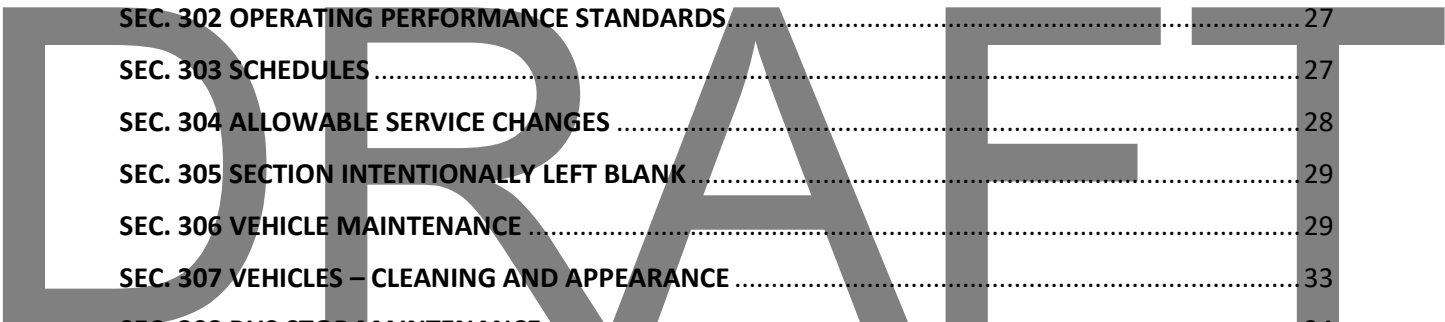
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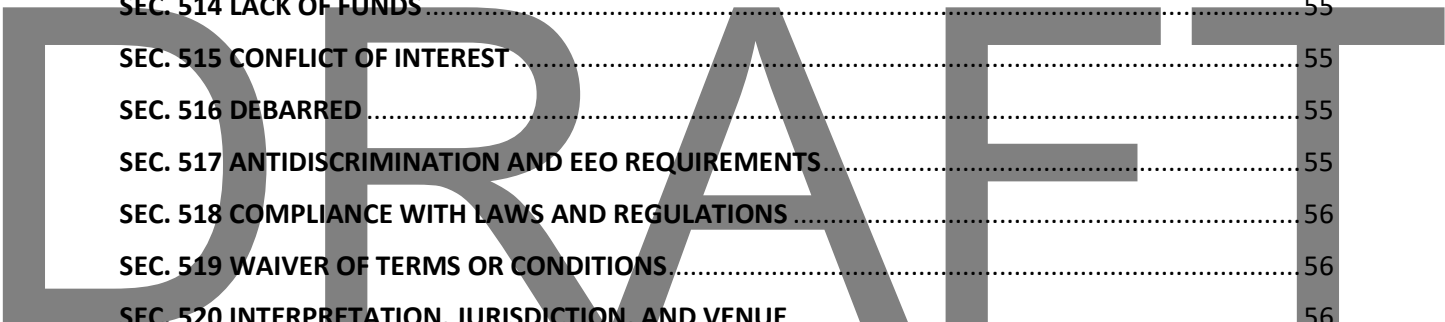
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**CONTRACT FOR THE OPERATION AND MAINTENANCE OF LOCAL SERVICE**

This Contract (CONTRACT) is made and entered into by and between the Marin County Transit District (MCTD) and Marin Airporter (CONTRACTOR).

**ARTICLE 1—DEFINITIONS AND INTRODUCTORY PROVISIONS**

**SEC. 101 DEFINITIONS**

As used in this Contract:

1. **Adequate, Appropriate, Proper, Sufficient.** The terms “Adequate, Appropriate, Proper, Sufficient”, or variations thereof as used throughout this Contract, mean performing work or duties under the Contract in accordance with the standards and requirements of the Contract Documents and in accordance with the standards and requirements generally accepted as standards in the transit industry.
2. **Americans with Disabilities Act of 1990 (ADA).** The terms “Americans with Disabilities Act of 1990” or “ADA” mean the statute enacted by the United States Congress as Public Law Number 101-336.
3. **Assumed Annual Revenue Hours.** The term “Assumed Annual Revenue Hours” means the range of revenue hours (with an identified floor and ceiling) on an annual basis that is anticipated by the MCTD to meet the service requirements of this Contract. The Assumed Annual Revenue Hours for each base and option year of the Contract are set out in Section 304, below.
4. **Automated Passenger Counting System.** The term “Automated Passenger Counting System” or “APC” means the on-board automated passenger counting system (Syncromatics) used by MCTD in support of counting passengers.
5. **Automatic Vehicle Location/Automated Voice Annunciation System.** The term “Automatic Vehicle Location System” and “Automated Voice Annunciation System” or “AVL” and AVAS means the automatic vehicle locations system/ Automated Voice Annunciation System (Syncromatics) used by the MCTD in support of vehicle tracking and monitoring.
6. **Block.** The term “Block” means a work assignment for a revenue vehicle.
7. **Clipper.** The term “Clipper” refers to the San Francisco Bay Area’s regional electronic fare system. MCTD is a participating transit agency in the program and accepts Clipper fare media as fare payment from other participating transit agencies with equipment provided by the program’s sponsor the Metropolitan Transportation Commission.
8. **Commencement Date.** The term “Commencement Date” means the date on which CONTRACTOR assumes responsibility for Revenue Service under this Contract.
9. **Contract.** The term “Contract” means this Contract between the MCTD and the CONTRACTOR for the operation and maintenance of Package 1 services described in MCTD Request for Proposals (RFP).
10. **Contract Documents.** The term “Contract Documents” means the following documents which collectively constitute the obligations of CONTRACTOR. In the event of an inconsistency or conflict among Contract Documents, the documents shall control in the following order of precedence: (1) any Contract Amendments; (2) this Contract and the Attachments hereto; (3) CONTRACTOR’s Proposal in response to the RFP; and (4) the RFP and any addenda thereto.
11. **CONTRACTOR.** The term “CONTRACTOR” means the entity entering into this Contract with the MCTD to provide the services described in the Contract Documents.
12. **Days.** The term “Days” means regular business days of the MCTD (Monday-Friday), unless otherwise specifically indicated as “calendar days”.
13. **Mobile Digital Surveillance System.** The term “Mobile Digital Surveillance System” means the on-board camera system currently in use by the MCTD for recording video and audio

events. The MCTD currently uses the Mobile Digital Surveillance system manufactured by Seon Design, Inc.

14. **Equipment.** The term “Equipment” means the equipment provided by the MCTD for use by CONTRACTOR in providing operations and maintenance services under the Contract, as listed in Attachment B.
15. **Facilities.** The term “Facilities” means the (CONTRACTOR or MCTD) provided buildings, structures, and grounds listed in Attachment C to be used by CONTRACTOR in providing services under this Contract.
16. **Fixed Monthly Fee.** The term “Fixed Monthly Fee” means the fixed amount to be paid to the CONTRACTOR by the MCTD on a monthly basis during the Contract Term, set forth in Attachment A hereto, as compensation for the CONTRACTOR’s fixed cost of providing the services covered by this Contract.
17. **Federal Transit Administration (FTA).** The term “Federal Transit Administration” or “FTA” refers to the Federal Transit Administration of the United States Department of Transportation or its successor entity.
18. **Governing Body of the Marin County Transit District.** The term “Governing Body of the Marin County Transit District” or “MCTD Governing Body” means the Marin County Transit District Board of Directors.
19. **Holiday Schedule.** The term “Holiday Schedule” means a modified schedule to provide a different level of transit service on designated days.
20. **Key Personnel.** The term “Key Personnel” means the following CONTRACTOR personnel: The General Manager, Operations Manager, Maintenance Manager, and Safety and Security Manager.
21. **National Transit Database.** The term “National Transit Database” or “NTD” means the uniform reporting system that the U.S. Secretary of Transportation is required to maintain, and to which FTA grant recipients, including the MCTD, is required to report pursuant to Section 5335 of Title 49 of the U.S. Code.
22. **Normal Wear and Tear.** The term “Normal Wear and Tear” means damage or loss to a Revenue Vehicle, Facility or item of Equipment resulting from ordinary use and demand over time. The age of the Revenue Vehicle, Facility or item of Equipment, and the miles accumulated on a Revenue Vehicle, are among the factors the MCTD uses to distinguish Normal Wear and Tear from wear and tear that is the result of abuse or improper use.
23. **On-Time Performance.** The term “On-Time Performance” means the level of success in schedule adherence (avoiding Late and Early Trips).
24. **Proposal.** The term “Proposal” means the written documents submitted by CONTRACTOR in response to MCTD Request for Proposals (RFP).
25. **Revenue Vehicle.** The term “Revenue Vehicle” means the vehicles utilized to provide revenue in accordance with this Contract, as identified in Attachment B.
26. **MCTD General Manager.** The term “MCTD General Manager” means the General Manager of the MCTD or the person designated in writing by the MCTD General Manager to carry out his or her duties under this Contract.
27. **MCTD Project Manager.** The term “MCTD Project Manager” means the individual designated by the MCTD General Manager to administer the MCTD’s responsibilities under this Contract or the person designated by the MCTD Project Manager to carry out his or her responsibilities under the Contract.
28. **MERA.** The term “MERA” means the Marin Emergency Radio Authority, which is a Joint Powers Authority in Marin County that plans, implements and manages a countywide public safety and emergency radio system for the use of all member agencies. MCTD is a member agency and provides MERA radios to contractors.

29. **Radio System.** The term “Radio System” means the communication systems provided by MCTD or CONTRACTOR for voice communications with operators.
30. **Revenue Hour Rate.** The term “Revenue Hour Rate” means the rate to be paid to CONTRACTOR by the MCTD on a monthly basis during the Contract Term, set forth in Attachment A hereto, as compensation for CONTRACTOR’s variable costs of providing the services covered by this Contract.
31. **Special Services.** The term “Special Services” means additional transportation requirements above the existing schedule in support of community events that may occur annually or on a one-time basis.
32. **Support Vehicle.** The term “Support Vehicle” means any CONTRACTOR-provided vehicle needed to support the operation and maintenance of services provided under this Contract, including, but not limited to, cars, vans, tow trucks, lifted-equipped vans, and service trucks.
33. **System.** The term “System” means a complete and organized sum of integral parts that make up a working unit such as hardware, software, mechanical, electrical and structural systems. Examples include but are not limited to bus washes, building structures, flooring, fire/life safety, plumbing, mechanical, electrical, pneumatic, HVAC, and lighting systems.
34. **TransTrack.** The term “TransTrack” refers to MCTD’s centralized Data Management System provided by TransTrack Systems, Inc.®.
35. **Vehicle Trip.** The term “Vehicle Trip” means the operation of a Revenue Vehicle in scheduled service from the first geographic timepoint to the last geographic timepoint on a route or pattern servicing all applicable bus stops along the route or pattern and adhering to the published departure times.

All references to transit terminology in this document not defined above will be as defined in the Federal Transit Administration National Transit Database (NTD) Glossary. The NTD glossary can be found at <http://www.ntdprogram.gov/ntdprogram/Glossary.htm>.

#### **SEC. 102 GENERAL OBLIGATIONS OF THE PARTIES**

- A. **In General.** CONTRACTOR shall manage and operate fixed route services; appropriately maintain a fleet of Revenue Vehicles and Equipment provided by the MCTD. CONTRACTOR shall maintain all equipment in compliance with vendors’ specifications and standards; and provide, operate, and maintain all Support Vehicles necessary to accomplish its obligations under this Contract. CONTRACTOR shall also provide an appropriately trained workforce and provide equipment and materials (except those items provided by the MCTD in accordance with this Contract) needed to operate the Revenue Vehicles over the routes and in accordance with the Revenue Hours established by the MCTD.
- B. **Project Management.** CONTRACTOR shall manage the Contract activities, (i.e., the “Project”) according to the terms of this contract and CONTRACTOR’s defined operating procedures provided to the MCTD. The MCTD shall have the right to establish additional requirements which are reasonable for the operation of this service, pursuant to a Contract Amendment or the service change process set forth in this Contract.
- C. **CONTRACTOR’s Responsibilities.** CONTRACTOR’s performance shall be in accordance with the obligations of this Contract and the Attachments and forms attached hereto. CONTRACTOR’s responsibilities shall include the following:
  - a. Administration
    - i. Maintain written and verbal communications with the MCTD to the satisfaction of the MCTD Project Manager or his or her designee.
    - ii. Comply with and/or assist with the MCTD’s monitoring and auditing programs, including Title VI submittals, FTA Drug and Alcohol / Safety and Security submittals, and Section 5335(a) reports for National Transit Database (NTD) submittals. Assist with the MCTD’s ongoing programs, including customer satisfaction surveys that may be periodically undertaken.

- iii. Respond promptly and precisely to the MCTD's requests for information according to the schedule set by the MCTD.
- iv. File all operating, financial, and performance reports and invoices in accordance with this Contract in order to allow the MCTD to review their content in a timely manner.
- v. Provide insurance coverage and indemnification as required in this Contract.
- vi. Refer all MCTD-related media inquiries to the designated MCTD representative and cooperate in providing public information through the MCTD.
- vii. Provide any office equipment (including computers, hardware, software, and copiers) that CONTRACTOR determines will be needed for operation of the MCTD's Services, to supplement the Equipment provided by the MCTD as listed in Attachment B.
- viii. Notify the MCTD Project Manager in writing of any issues or concerns in proposed MCTD services or service area expansions, alterations, and/or reductions in service in a timely manner.
- ix. Notify the MCTD in writing, of any issues or concerns in proposed vehicle or other capital purchases.
- x. Identify, develop, and propose to the MCTD new or revised services or service performance ideas intended to create cost savings for the MCTD; provided that the decision to implement any such proposal shall be at the sole discretion of the MCTD.
- xi. Comply with all FTA drug and alcohol testing requirements and assist the MCTD in auditing and monitoring compliance with those requirements.
- xii. Comply with the Equal Employment Opportunity (EEO) Program and with FTA's EEO Program Guidelines.
- xiii. Comply with all applicable Federal, State, and local laws and regulations.

b. Facilities

- i. The DISTRICT will provide a facility for the storage of vehicles. The DISTRICT provided facility will be a secured lot with 24/7 access to the CONTRACTOR, which will include an asphalted / concrete parking lot, sufficient space for operator training, sign up, and pre- and post-trip inspection, and the appropriate space for administrative and dispatch functions. Maintenance roles and responsibilities for this facility are outlined in Attachment C.
- ii. The CONTRACTOR will provide a facility for the operation and maintenance of bus services provided under this contract. The facility will include (but not be limited to) an asphalted parking lot, the ability to access the undercarriage of all vehicles inside the garage, maintenance area, parts storage area, revenue vehicle cleaning and servicing area, administrative offices, sufficient space to allow for operator training and relief, revenue vehicle parking lot, and a dispatch area. The maintenance area will be fully equipped with all materials required to maintain all vehicles in accordance with the specifications, manufacturer's warranty, and preventative maintenance programs. The maintenance area will be kept clean and safe at all times throughout the term of the contract. The CONTRACTOR will be responsible for obtaining and complying with all required building, occupancy, or other governmental permits and must abide by OSHA safety standards. MCTD will approve maintenance and storage locations.
- iii. Any facilities provided by the CONTRACTOR will be equipped with a computer and sufficient internet data communications to support, at a minimum, access to MCTD's web based data management system licensed through TransTrack.

- iv. During the term of the Contract, the CONTRACTOR will be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced at the facilities, and will comply with all applicable Federal, State, and local laws, regulations, and requirements. The term "hazardous materials" includes flammable, explosive, or radioactive materials, chemicals, hazardous waste, toxic wastes or materials, or other similar substances, and any petroleum products or derivatives deemed hazardous by Federal, State, or local law.

c. Operations

- i. Meet all operations, equipment, and maintenance requirements established by this Contract.
- ii. Operate and maintain all Revenue Vehicles provided by the MCTD, including new Revenue Vehicles purchased during the Contract Term (except those that the MCTD determines, in its sole discretion, should be operated and/or maintained by another CONTRACTOR).
- iii. Provide transit service in accordance with the fixed route schedules established by MCTD.
- iv. Meet performance and safety standards, as set forth in this Contract and the Attachments hereto.
- v. Provide for the acquisition (by purchase or lease) of the Support Vehicles needed to support the service, and provide for the registration, insurance, maintenance, fueling, repair, and all other associated costs relating to the Support Vehicles.
- vi. Meet employee hiring standards, training standards, and staffing levels as specified in this Contract.
- vii. Provide properly trained, qualified personnel having management, operation, and vehicle maintenance expertise necessary to operate the MCTD's services, and administer personnel matters regarding CONTRACTOR's employees.
- viii. Provide properly trained and qualified personnel in sufficient quantities to fully support the service.
- ix. Provide appropriately trained and qualified safety personnel to investigate accidents and unsafe practices in a timely manner, and provide reports of those investigations to the MCTD in accordance with this Contract.
- x. Immediately report to the MCTD any accidents, including passenger accidents, or any other non-routine event or operational deviation, in accordance with this Contract.
- xi. Provide safe operation of the Revenue Vehicles and the Support Vehicles, cooperate with law enforcement agencies regarding security activities on board vehicles and elsewhere, provide safe workplace practices and safe working conditions for vehicle and Equipment maintenance, and meet safety and security requirements at the facilities in accordance with Section 316.
- xii. Provide appropriate facilities in accordance with this Contract, and provide, through contract or otherwise, for the maintenance and cleaning of the facilities, for all landscaping at the facilities, and for safety and security of the facilities, including appropriate procedures for facilities access and control.
- xiii. Provide for and manage all Radio System equipment, and coordinate with the MCTD for the timely maintenance of radios in vehicles and in the facilities.
- xiv. Promptly notify the MCTD Project Manager of any deficiencies or defects in any Equipment or vehicles furnished by the MCTD, in accordance with this Contract.

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- xv. Ensure compliance and enforcement of all MCTD passenger rules, policies and procedures as provided to CONTRACTOR by the MCTD
- xvi. Assist MCTD in marketing in accordance with its marketing plan and perform other marketing activities as determined by MCTD.
- xvii. Provide on road emergency farebox service, such as clearing jammed fareboxes.
- xviii. Provide for vehicle scheduling, run cutting, and operator deployment.
- xix. Conduct all National Transit Database (NTD) on-board passenger data trip surveys in the manner prescribed by the MCTD.
- xx. Manage and implement the posting and timely removal of Rider Alerts, Transit Guides and Schedules, and other MCTD publications and announcements.
- xxi. Probe all fareboxes in revenue service regularly. Maintain all fareboxes in accordance with MCTD and Original Equipment Manufacturer (Genfare) requirements, with the understanding that the current equipped Genfare fare boxes will not be in service throughout the life of the contract and will be replaced.
- xxii. Develop and implement methods to maximize service delivery.

d. Asset Maintenance

- i. Maintain all Equipment and Revenue Vehicles and Support Vehicles in accordance with this Contract and provide qualified personnel who can assist the MCTD in troubleshooting defects and working with manufacturers to resolve problems.
- ii. Maintain, preserve, and protect all MCTD-provided Equipment, tools, and materials in good working order and in accordance with the vendors' specifications.
- iii. Notify MCTD in the event that any MCTD provided Equipment becomes damaged or is otherwise inoperable.
- iv. Provide tires and replacement tires in sufficient quantities and of sufficient quality to assure that Revenue Vehicles will be available to maintain the MCTD service and satisfy other contractual requirements.
- v. Provide all of the appropriate tools needed for the maintenance of Revenue Vehicles.
- vi. Identify, acquire, and maintain a sufficient parts inventory to properly maintain the various types and number of Revenue Vehicles in the MCTD fleet.
- vii. Properly dispose of all hazardous materials including, waste oil, grease, and automatic transmission fluid, in accordance with all applicable local, State, and Federal laws and regulations.
- viii. As requested, process the disposal or donation of any Revenue Vehicles, identified by the MCTD for disposal or donation, in accordance with procedures provided by the MCTD.
- ix. Fuel vehicles at approved location(s) and track and report fuel usage.
- x. Procure and furnish fuel and track and report fuel usage for the Revenue Vehicles. MCTD will reimburse fuel at the actual per-gallon rate or directly for fuel acquired at the Marin County Civic Center Facility.
- xi. Track and report Revenue Vehicle fuel usage at Commercial fueling locations or at Contractor's facility in accordance with MCTD policy for fuel cost reimbursement.

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- xii. Work with vehicle manufacturers, dealerships and local warranty shops during the initial warranty period.
- xiii. Work with the OEM on all vehicle warranty campaigns. Make repairs to, adjustments to, updates to and programming of AVL systems, APC systems, radio communications systems, destination signs, fare collection equipment, Clipper equipment, and mobile digital surveillance systems.

e. Bus Stop Maintenance

- i. Maintain bus stops within the Marin Transit network as requested and outlined in Attachment H with services rendered including but not limited to power washing, vegetation removal, refuse disposal, and painting.
- ii. Maintain physical items and amenities at bus stops within the Marin Transit network as outlined in Attachment H by completing light construction work such as bench repair, panel replacement, and shelter installation.
- iii. Maintain information displayed at bus stops within the Marin Transit network by posting and removing notices, schedules, and other informational items in a timely manner.
- iv. Notify the appropriate District staff immediately in the event a stop is damaged or otherwise deemed unsafe, unusable, or otherwise a hazard to staff or public safety.

f. Fares

- i. Collect fares and sell MCTD passes in a manner that complies with the MCTD's established and published fare policy.
- ii. Probe and empty fareboxes, collect and deposit and report actual revenues.
- iii. Maintain region-wide Clipper equipment and alert the District or the appropriate Cubic staff when equipment is in need of servicing.

**D. MCTD's Responsibilities.**

The MCTD's responsibilities include the following:

a. Administration

- i. Identify, develop, and plan for new and revised services, and develop service scopes for competitive procurement within the Transportation Improvement Program/Short Range Transit Plan.
- ii. Establish and periodically evaluate all policies regarding the operation and performance of the MCTD's fixed route and paratransit system.
- iii. Provide continuing service planning and capital planning (short and long range).
- iv. Coordinate informational reports and manage appropriate information systems.
- v. Establish routes and schedule services and define service areas.
- vi. Communicate with CONTRACTOR, the media, and the public.
- vii. Carry out marketing activities, including publication of timetables and route maps, and materials that increase accessibility for visually and hearing impaired persons in accordance with the ADA.
- viii. Administer and monitor this Contract, audit CONTRACTOR's books, records, and accounts, and evaluate and inspect CONTRACTOR's work and procedures for contract compliance.
- ix. Comply with Federal, State and local laws and regulations.

- x. Prepare for and provide official notice of all meetings, including those for which CONTRACTOR is responsible for the presentation of informational items.
- xi. Collaborate in the administration of the vehicle advertising program for MCTD-owned vehicles.
- xii. Audit CONTRACTOR's invoices prior to reimbursement.

b. Operations

- i. Establish operations and maintenance requirements and performance standards for CONTRACTOR.
- ii. Determine compliance with Contract requirements and assess liquated damages, as appropriate.
- iii. Investigate unsafe practices as MCTD deems appropriate.
- iv. Provide sufficient Revenue Vehicles for use in the service described in this Contract and determine the paint schemes and logos for Revenue Vehicles, including those vehicles provided by CONTRACTOR.
- v. Provide the Equipment, tools, and materials which are specifically designated as MCTD's responsibility in this Contract.
- vi. Communicate information concerning deficiencies in service to CONTRACTOR in a timely manner.
- vii. Pay CONTRACTOR for services rendered as provided in this Contract.
- viii. Locate, establish, and maintain all bus stops and transit centers.

c. Maintenance

- i. Inspect, monitor and audit vehicle maintenance practices and activities for all MCTD-provided vehicles.
- ii. Inspect, monitor, and audit bus stop maintenance practices and activities for any and all stops maintained within the District's boundaries.

d. Fares

- i. Establish and evaluate fare policies and fare structure, and review and evaluate ridership trends.

**SEC. 103 REPRESENTATIONS, WARRANTIES, AND STANDARD OF PERFORMANCE**

**A. CONTRACTOR Representations and Warranties.** CONTRACTOR represents, warrants, and covenants as follows:

- a. Maintenance of Licenses and Permits. CONTRACTOR has, and through the Contract Term shall maintain, all required licenses, permits, status, professional ability, skills and capacity to perform the Work in accordance with the requirements of the Contract Documents, other than permits and licenses pertaining to the Facilities obtained by the MCTD.
- b. Laws, Regulations, and Governmental Approvals. CONTRACTOR has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the condition of any required governmental approvals, prior to entering into this Contract. CONTRACTOR acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in compensation on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

- c. Legal Proceedings. There are no existing or threatened legal proceedings against CONTRACTOR, as of the date of execution of this Contract that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition, or its operations.
- d. Status and Authority. (a) CONTRACTOR is a corporation, joint venture, or partnership duly organized and licensed to do business in the State of California, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted; (b) if a joint venture or partnership, each member of CONTRACTOR is duly qualified to do business, and is in good standing, and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents; and (c) the execution and performance of this Contract will not result in a breach or default under the organizational documents of any such Person or under the terms of any indenture, loan, credit agreement, or related instrument to which such Person is a party or by which it is otherwise bound.
- e. Variety of Vehicles. CONTRACTOR acknowledges that the MCTD has a variety of Revenue Vehicles in its fleet and may purchase an additional variety of Revenue Vehicles during the Contract Term, and agrees that the compensation to be paid to CONTRACTOR (as described in Section 401 and Attachment A) covers the full cost of operating and maintaining a variety of Revenue Vehicle types and providing the services required under this Contract, subject to any possible adjustments under Section 304F hereof.

**B. Standard of Performance.** CONTRACTOR shall perform the work diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Contract Documents and in accordance with standards and practices generally accepted as standards of the industry; and shall have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform its obligations under this Contract. CONTRACTOR shall perform all work as an independent CONTRACTOR.

#### **SEC. 104 NOTICES AND TERM OF CONTRACT**

**A. Notice of Award.** Within seven (7) Days after the date this Contract is approved by the MCTD Governing Body, the CONTRACTOR will submit the following to the MCTD: (1) the insurance policies as specified in Section 405 (or a declaration page indicating coverages specified in Section 405, so long as the full insurance policy is submitted to the MCTD within twenty-one (21) calendar days of the Award); (2) the list of CONTRACTOR's Key Personnel (as identified in CONTRACTOR's Proposal in response to the RFP); and (3) CONTRACTOR's complete organizational chart.

**B. Submittals.**

- a. 45 Day Submittals. Within forty-five (45) calendar days after Contract approval, CONTRACTOR shall submit to the MCTD, for its review and approval pursuant to Section 105F, the following plans and programs: (1) the Transition and Start-up Plan; (2) the Employee Training Program; (3) the Vehicle Maintenance Plan, and the Preventative Maintenance Program, (4) and the Safety Program.
- b. 90 Day Submittals. Within ninety (90) calendar days after Contract approval, CONTRACTOR shall submit to the MCTD for its review and approval pursuant to Section 105F, the following plans and programs specific to the MCTD contract: (1) the Drug and Alcohol Policy Program; (2) and the Safety, Security, and Emergency Management Program, (3) Emergency Preparedness Plan.

Within ninety (90) calendar days after Contract approval, MCTD shall submit to CONTRACTOR for its review and approval, the following plans: (1) Rush Landing Facilities Maintenance Plan (Attachment C); (2) Bus Stop Maintenance Program (Attachment H)

- c. Maintenance of Effort. All CONTRACTOR plans and programs shall be consistent with the plans and programs submitted with CONTRACTOR's proposal in response to the RFP, and shall contain at least the same level of effort (e.g., the required activities during transition and start-up; the hours of specific training, etc.) as set forth in CONTRACTOR's proposal.

- C. **Contract Term.** The term of this Contract is for four (4) years (the Base Contract Term), beginning on the Commencement Date, with three (3) one (1) year options, for a total possible Contract term of seven (7) years. The Contract Term will commence July 1, 2025 (the Commencement Date).
- D. **Assumption of Responsibility.** CONTRACTOR shall assume responsibility for the provision of Revenue Service and all other obligations under this Contract on the Commencement Date, at the conclusion of the Transition and Start-up period.
- E. **Options.**
  - a. Exercise by the MCTD. At least ninety (90) calendar days prior to the end of the last year of the Base Contract Term, the MCTD shall notify CONTRACTOR whether it intends to exercise the option(s). This notification shall specify whether one or more than one option is being exercised. If only the first option is exercised at that time, the MCTD shall provide notice in writing at least ninety (90) calendar days prior to the end of that option term whether the MCTD intends to exercise the remaining option. Upon receipt of said notice, the contractor shall respond in writing to MCTD of its interest to proceed with the option(s). The decisions as to whether to exercise the option(s) shall be in the MCTD's sole discretion. In addition, MCTD also reserves the right to extend the Base Contract Term, or an option term, on a month-to-month basis, for a period of not-to-exceed six months at then-current Fixed Monthly Fee and Service Hour Rate. Performance during any such extension shall be subject to all terms and conditions of this Contract.
  - b. Nature of Option and Calculation of Option Prices. The option(s) provided under this Contract is the unilateral right of the MCTD to obtain transit services from CONTRACTOR for the option term. The Revenue Hour Rate for each option year shall be as set forth for that year in Attachment A. CONTRACTOR acknowledges and agrees that it is contractually obligated, upon exercise of the option by the MCTD, to provide the services described hereunder at the fees and rates established for the applicable option year.

**SEC. 105 TRANSITION AND START-UP**

- A. **Timing and General Obligation.** Transition and Start-up activities of CONTRACTOR shall begin immediately upon Contract award. CONTRACTOR shall be responsible for carrying out an effective and smooth transition and start-up process, in accordance with its Transition and Start-up Plan, which will assure that it is capable of hiring necessary employees (consistent with the preference-in-hiring requirements), conducting required training, and assuming responsibility for all required operations by the date of commencement of services. The Transition and Start-up Plan, as provided to the MCTD, shall be binding on CONTRACTOR.
- B. **Vehicles and Facilities.** The MCTD will provide CONTRACTOR a minimum of three (3) Revenue vehicles for purposes of training employees during the transition period. Revenue Vehicles assigned to CONTRACTOR for training become the responsibility of CONTRACTOR and CONTRACTOR shall maintain those Revenue Vehicles in accordance with Section 306.
- C. **Training.**
  - a. Refresher and other Training. CONTRACTOR shall assure that all existing vehicle operators who remain in service under this Contract have at least eight (8) hours of training, which shall include refresher courses on safety and defensive driving as well as any other training included in CONTRACTOR's Training Program. Such refresher training shall accommodate the work schedule of the existing employees. All employees shall be trained in accordance with CONTRACTOR's Training Program, including refresher courses identified in that Program or otherwise deemed to be reasonably necessary by CONTRACTOR, within ninety (90) calendar days after the commencement of service.
  - b. Post Training Review. CONTRACTOR shall review training objectives after training new employees (including employees of the prior operator) to ensure the information provided during training was understood and absorbed so that the employees can complete their assigned tasks properly.

D. **Compensation.** MCTD, at its discretion, shall determine whether CONTRACTOR's Transition and Start-up activities are significant, identified in the Contract's proposal as such, and warrant compensation. If deemed as such, CONTRACTOR shall submit invoices to the MCTD per MCTD reimbursement policy for the identified Transition and Start-up activities, such as staff or administrative costs of participating in the initial Revenue Vehicle and Equipment inspection under subsection E of this Section. Each invoice shall be paid within ten (10) Days after receipt, subject to MCTD review to assure that invoiced amounts are necessary and reasonable transition costs.

E. **Initial Vehicle, Facility, and Equipment Inspection.**

- a. General Requirements. During the Transition period, CONTRACTOR shall actively participate with the MCTD in a detailed acceptance inspection, in accordance with this subsection, of all MCTD-provided Revenue Vehicles, Facilities, and Equipment for purposes of establishing the overall condition of the Revenue Vehicles, Facilities, and Equipment as of the time CONTRACTOR commences work under this Contract. Following the commencement of services under this Contract, CONTRACTOR shall assume responsibility, as specifically set forth in this Contract, for maintenance and repair of the MCTD-provided Revenue Vehicles, Facilities, and Equipment. In its discretion, the MCTD may coordinate this inspection with the turnover audit and inspection process for the prior Services CONTRACTOR. The MCTD may also provide CONTRACTOR access to the Facilities following the Contract award for purposes of participating in the inspection process.
- b. Third Party Inspector. The inspection under this subsection shall be performed by an independent third party, selected by the MCTD, who is experienced in transit operations and maintenance and vehicle, facility, and equipment inspections. The MCTD shall be responsible for the expenses of such inspection.
- c. Purpose of Inspection. As the owner of certain assets, the MCTD is committed to protecting those assets and ensuring that the MCTD's contractors maintain the assets in good repair. This inspection process is one means used by the MCTD to so protect those assets. The purpose of the inspections under this subsection shall be to establish the condition of each vehicle in the Revenue Vehicle fleet, the Facilities, and the Equipment, as of the inspection date, and to determine the specific repairs and maintenance that need to be performed in order to assure that the Revenue Vehicles, Facilities, and Equipment are in a safe and sound mechanical condition, properly serviced, and in good repair, Normal Wear and Tear excluded. The inspection process will be an on-going process that may include re-inspections. Once the independent third party inspector has completed each inspection or reinspection, the MCTD will release the results of the inspection report to Vehicle Verification Inspection Team, a team that includes representatives of the MCTD, CONTRACTOR, the MCTD's prior Services CONTRACTOR, and the independent third party inspector.
- d. Repairs. Any repairs indicated on the inspection report shall be addressed on an item-by-item basis and, at the MCTD's sole discretion, may be performed by the MCTD's prior Services CONTRACTOR or another entity subject to the MCTD's approval. The current Services CONTRACTOR shall be solely responsible for the cost of all repairs to the Revenue Vehicles, Facilities, and Equipment until those assets are all in good repair, and ready to turn over to CONTRACTOR (i.e., Revenue ready). Following the completion of repairs indicated on the initial inspection report, the MCTD may require the independent third party inspector to conduct an item-by-item re-inspection of the Revenue Vehicles, Facilities and Equipment to verify whether satisfactory repair of the MCTD assets has been completed. Any re-inspection report will include the third party inspector's cost estimate for outstanding repairs, parts, materials and labor (at fair market rates) for work not completed. Following receipt of the re-inspection report, the MCTD will release that report to all interested parties. Any repair identified on a re-inspection report shall be addressed, subject to verification and sign off by the MCTD (or the MCTD's designee), on an item-by-item basis and, at the MCTD's sole discretion, may be performed by the MCTD's prior Services CONTRACTOR or another entity subject to the MCTD's approval. The process of inspection, re-inspection, repair of the Revenue Vehicles, Facilities and Equipment, and the MCTD's verification of those repairs shall continue until the date that CONTRACTOR assumes responsibility for Revenue Service under this Contract. Nothing in this Section shall be interpreted to relieve the MCTD's

prior CONTRACTOR of its obligation to maintain the MCTD-provided assets during the transition period. The MCTD will take all reasonable steps to assure that all repairs and necessary maintenance are completed by the date CONTRACTOR assumes responsibility for Revenue Service under this Contract. If any repairs have not been completed by such Revenue Service date, the MCTD will have such repairs completed by a third party, or by CONTRACTOR.

- e. Turnover Audit and Inspection. Prior to the termination of this Contract, the existing Revenue Vehicles and the Equipment shall be subject to the turnover audit and inspection process set forth in Section 306G.
- F. **Review of CONTRACTOR Plans**. The MCTD shall review each of CONTRACTOR's plans and programs submitted under Section 104C and shall either (1) approve such plan or program as submitted; or (2) require CONTRACTOR to make reasonable revisions to such plan or program, in which event CONTRACTOR shall promptly make such revisions (after any necessary discussions with the MCTD) and resubmit the plan or program involved to the MCTD for its approval. After approval under this subsection, a plan or program may not be modified without prior written consent of the MCTD.

## ARTICLE 2—PERSONNEL REQUIREMENTS

### SEC. 201 GENERAL REQUIREMENTS FOR CONTRACTOR PERSONNEL

- A. **In General**. CONTRACTOR shall be responsible for providing qualified personnel capable of performing all of CONTRACTOR's responsibilities and obligations under this Contract. The total number and qualifications of personnel necessary for operations, maintenance, and other service requirements shall be in accordance with this Contract and with CONTRACTOR's Staffing and Personnel Plan, set forth in Attachment E. CONTRACTOR shall file and maintain a current list of all employees, by number and by function (i.e., operators, dispatchers, schedulers, mechanics, supervisors, etc.) working under this Contract every fiscal quarter. Such written update shall specifically identify all new employees, their positions, and where applicable, their training status.

- A. **Key Personnel**.

- a. Key Personnel List. In order to manage and perform the service required by this Contract, the CONTRACTOR will provide and maintain throughout the Contract Term, the following Key Personnel:
  - i. General Manager
  - ii. Operations Manager
  - iii. Maintenance Manager
  - iii. Safety and Training Manager
- b. Dedication to Project. Unless otherwise specifically authorized in writing by the MTCD: (a) the Key Personnel providing services under this Contract shall be the same individuals identified in the CONTRACTOR's response to the RFP and in the Staffing and Personnel Plan in Attachment E; (b) all Key Personnel shall be full time to the project under this Contract; and (c) the CONTRACTOR shall provide a separate individual for each Key Personnel position.
- c. Changes and Vacancies. CONTRACTOR shall provide the MTCD at least thirty (30) Days advance notice prior to any contemplated change to Key Personnel, and the MTCD must provide written approval of such change prior to the action being taken. CONTRACTOR shall fill any vacancy in a Key Personnel position, within sixty (60) calendar days of the date of the vacancy, with an individual whose qualifications and experience meet the requirements of the position. Subject to the MTCD's approval, a vacancy may be temporarily filled by a qualified individual on an interim basis while a more extensive search for a replacement is conducted. Failure to provide a satisfactory replacement for a Key Personnel position within sixty (60) calendar days shall result in a deduction of the amount of the salary and benefits of the individual, during the full period of the vacancy, from the MTCD's monthly payments to the CONTRACTOR.

- d. MTCD Right to Remove. The MTCD reserves the right to direct the removal of any Key Personnel during the term of the Contract if the MTCD determines such removal is in the best interest of the MTCD or the Project.
  
- B. **General Manager**. CONTRACTOR's General Manager shall supervise the day-to-day operation of the service, as well as the management of the project's accounts and operating records. The General Manager or individuals designated under subsection C of this Section shall be available by telephone or in person during all hours of operations to make decisions as necessary at the request of the MCTD. The General Manager shall have an office onsite at the CONTRACTOR's facility.
  
- C. **Operations Manager**. CONTRACTOR's Operations Manager shall provide supervision and management of the project's accounts and operating records. The Operations Manager shall be located onsite at the CONTRACTOR's facility.
  
- D. **Maintenance Manager**. CONTRACTOR's Maintenance Manager shall manage and supervise maintenance staff in the repair, preventive maintenance, servicing and cleaning of MCTD owned and CONTRACTOR owned vehicles. The Maintenance Manager shall be located onsite at the CONTRACTOR's facility.
  
- E. **Additional Management**. In addition to the General Manager, CONTRACTOR shall designate two (2) members of management with the authority and responsibility to (1) make binding decisions, acting as agent for CONTRACTOR; and (2) respond in person to any emergency or accident involving extensive property damage or injuries. CONTRACTOR shall provide the names, titles, and telephone numbers of those individuals to the MCTD.
  
- F. **Corporate Support**. CONTRACTOR shall not include in its personnel costs or corporate support expenses charged to the MCTD any time spent by Key Personnel on matters other than the performance of services for the MCTD under this Contract. CONTRACTOR may not use any Revenue Vehicles or Equipment provided by the MCTD, for any work not directly related to the performance of services for the MCTD under this Contract. The MCTD reserves the right to review and audit CONTRACTOR's compliance with these prohibitions at any time during the Contract term. If and to the extent that the MCTD determines that CONTRACTOR has engaged in any such prohibited use, the MCTD reserves the right, in its discretion, to bill CONTRACTOR for the fair market value of such use, or to deduct the fair market value of such use from CONTRACTOR's monthly invoice.
  
- G. **MCTD Project Manager**. All notices and communications required to be submitted by CONTRACTOR under this Contract shall be submitted to the MCTD Project Manager.

## SEC. 202 PERSONNEL PERFORMANCE STANDARDS AND REQUIREMENTS

- A. **Personnel Standards**. CONTRACTOR shall require that all personnel providing any services for the MCTD under this Contract maintain a professional, courteous attitude toward MCTD customers, including answering to the best of their abilities all passenger questions (including questions about schedules) and performing other tasks as directed. CONTRACTOR shall use appropriate employee screening and selection criteria (including the hiring standards set forth in this Section) to assure the employment of the best qualified applicants available, emphasizing competence, reliability, and good customer service skills. Promptly upon the MCTD's request, CONTRACTOR shall remove from any work under this Contract any employee who the MCTD considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by the MCTD (including any act inconsistent with CONTRACTOR's Standards of Conduct).
  
- B. **Personnel Policies**.
  - a. General Requirement. CONTRACTOR shall follow its personnel program and policies in carrying out recruitment, hiring, training, and performance reviews, as set forth in its Staffing and Personnel Plan. CONTRACTOR shall comply with its Staffing and Personnel Plan throughout the term of this Contract. CONTRACTOR shall give written notice to the MCTD of any material changes in its personnel program and policies.
  
  - b. Compliance with Applicable Law. CONTRACTOR's personnel policies and personnel wages and work hours shall be in accordance with applicable local, State, and Federal laws and regulations.

- c. Standard of Conduct. CONTRACTOR shall apply its standards of conduct, which are subject to MCTD-approval. All of CONTRACTOR's employees performing work under this Contract shall strictly adhere to CONTRACTOR's standards of conduct. Material changes in these standards shall require prior written approval by the MCTD. Any deviation from the MCTD-approved standard of conduct by any of CONTRACTOR's employees shall be grounds for removal of the employee from MCTD project services. Failure of CONTRACTOR to enforce these standards shall be grounds for termination of this Contract for default under Section 410.
- d. Background Checks and Hiring Standards.
- i. CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their assigned duties are of good moral character. CONTRACTOR, prior to hiring, shall conduct employee candidate background checks of all positions, especially those positions to be considered safety-sensitive in nature. The MCTD considers all positions to be safety-sensitive unless they are administrative in function only.
  - ii. The background checks conducted by CONTRACTOR shall be in accordance with MCTD standards and applicable Federal and State law and shall include the use of a licensed background check vendor to carry out criminal background checks. Criminal background checks must include arrest and conviction records (county, state, and nationwide) for all jurisdictions in which the applicant has resided in the previous ten (10) years.
  - iii. Any decision regarding whether or not to hire an individual on the basis of a prior felony or misdemeanor conviction record shall be made by CONTRACTOR on a case-by-case basis, taking into account the nature and gravity of the criminal offense committed by such individual, the relationship of such offense to the nature and requirements of the job involved, considerations of business necessity, the time elapsed since the commission of the offense and/or the completion of the sentence, and other relevant considerations set forth in applicable EEOC guidance.
  - iv. CONTRACTOR shall ensure that employees are tested in accordance with the FTA Alcohol and Drug Testing Regulations, including: pre-employment, reasonable cause, return to duty, post-accident, and random testing in accordance with 49 CFR Part 655. CONTRACTOR shall adjust annual random testing rates to comply with any future amendments to the Federal requirements.
  - v. CONTRACTOR shall maintain all records relating to background checks conducted on all employees providing services under this Contract. For purposes of audit and oversight by the MCTD, and unless prohibited by law, CONTRACTOR shall make all background check records and drug and alcohol reporting available to MCTD representatives for the periods and at the location specified in Section 504 of this Contract.

C. **Staffing Levels.** CONTRACTOR shall employ and provide, throughout the Contract Term, no less than the number of personnel by position as specified in its Staffing and Personnel Plan. Any changes to the level of staffing must be approved by the MCTD and may, in the MCTD's discretion, require the negotiation of a reduction in the applicable Fixed Monthly Payment or Service Hour Rate. CONTRACTOR shall provide the MCTD written notification of any variance to the staffing levels that could impact service, immediately upon the occurrence of such variance. CONTRACTOR shall accompany any such notification with a "recovery plan" that addresses personnel shortages. Should any key position be vacant for more than 60 days, the salary for that position for the time in which it remained vacant will be credited back to Marin Transit.

D. **Training.**

- a. General Requirement. CONTRACTOR shall require that all employees of CONTRACTOR complete its Training Program, as set forth in Attachment F. CONTRACTOR shall be responsible for implementing all aspects of its Training Program throughout the term of the Contract. Training shall include courses and instruction in all aspects of the



operation and maintenance of services under this Contract. Any material changes to CONTRACTOR's Training Program shall require prior written approval by the MCTD.

- b. ADA Sensitivity Training. CONTRACTOR shall require vehicle operators, dispatch personnel, schedulers, public contact personnel, and supervisory employees to complete ADA sensitivity training to better prepare those employees to address situations relating to the physical and cognitive disabilities of passengers. This training should give particular emphasis to situations that may arise in working with passengers who experience cognitive or psychiatric impairments.
- c. Drug and Alcohol. CONTRACTOR shall require that all safety-sensitive employees, as defined by the FTA, complete drug and alcohol training in accordance with 49 CFR Part 655. In addition, CONTRACTOR shall provide a Drug and Alcohol Program Manager who has been trained, through a FTA-approved Drug and Alcohol Program Management course, within ninety (90) Days after Contract award, or as soon thereafter as practical, based on course availability.
- d. Required Safety and Security Training. CONTRACTOR shall provide the following safety and security training, including annual refresher training, maintained in a separate employee file:
  - a. Emergency Response training for all employees.
  - b. National Incident Management System (NIMS) training and Incident Command System (ICS) training for CONTRACTOR operations and safety managers as specified in Section 316B(a).
  - c. Training in MCTD and CONTRACTOR policies, procedures, and protocols, including safety, security and incident response plans for all employees, position appropriate.
  - d. OSHA-required training (i.e., Occupational Safety and Health Training, Personal Protective Equipment, Drug-Free Workplace, Lock Out Tag Out, Confined Spaces, Hazardous Communications, etc.).
- e. Timing of Training. CONTRACTOR shall implement its Training Program in a way that will assure that vehicle operator training is not conducted during peak service hour periods at the expense of providing on-time Revenue Service.
- f. Costs of Training. CONTRACTOR acknowledges and agrees that all costs of training required for this Contract are included in its Service Hour Rate, including the cost of training associated with any new Revenue Vehicles.
- g. Post Training Testing Program. CONTRACTOR shall, on a regular basis throughout the term of the Contract, conduct the post-training testing program developed by CONTRACTOR to ensure that the information provided during training was understood and absorbed by the employees. Any employee who receives a failing grade will be required to receive additional training and testing until that employee receives a passing grade. Until the employee receives a passing grade, CONTRACTOR shall not permit that employee to perform any function that could jeopardize the safety of the MCTD or the MCTD's customers.

**E. Uniforms.**

- a. General Requirement. CONTRACTOR shall cause all vehicle operators, dispatchers and personnel available to the public to be attired in such uniforms or clothing as specified by CONTRACTOR and approved by the MCTD. The cost of such uniforms shall be borne by CONTRACTOR and is included in the Service Hour Rate. CONTRACTOR shall submit a sample of the uniform to the MCTD for approval within forty-five (45) calendar days of Contract award.
- b. Cost of Uniform Changes. Any cost associated with a change in uniforms proposed by CONTRACTOR shall be borne by CONTRACTOR. CONTRACTOR shall submit to the MCTD for its approval a sample of any proposed change in uniform to be worn by each

uniformed job category. Any cost associated with a change in uniform required by the MCTD shall be the responsibility of the MCTD.

- F. **Labor Productivity.** CONTRACTOR shall promote productivity and efficiency in carrying out this Contract by implementing strategies that serve to maximize efficiency of the employee workforce.
- G. **Passenger Comments.** CONTRACTOR shall assure that all project personnel report all passenger complaints, comments, vehicle issues and any operational problems to MCTD in accordance with the process set forth in Section 502A of this Contract. Passenger complaints, comments, vehicle issues and any other operational problems shall be entered in TransTrack Daily Customer Module at the time of receipt. CONTRACTOR shall enter information regarding follow-up response and corrective actions taken to address initial issue in TransTrack Daily Customer Module. CONTRACTOR shall provide information requested by the MCTD and otherwise cooperate with the MCTD in the resolution of any comments.
- H. **Compliance with California Labor Code Sections 1070 et seq.** CONTRACTOR and any Subcontractors will be responsible for full compliance with California Labor Code Section 1070, et seq. The law establishes incentives to those submitting proposals for public transit service contracts that will retain qualified employees of the prior Contractor or its subcontractor to perform the same or similar work for a period of at least 90 days. Pursuant to the law, the CONTRACTOR must have declared in its RFP proposal whether or not it and its subcontractor(s) will retain the employees (as defined by California Labor Code Section 1071(d)) of the prior Contractor or subcontractor(s), except for reasonable and substantiated cause, for a period of at least 90 days. The CONTRACTOR that declares it will retain such employees will be responsible for the duties and obligations provided in California Labor Code Section 1072, including making a written offer of employment to each employee to be retained and in the event fewer employees are necessary under the new contract, retaining qualified employees by seniority within the job classification. Nothing in California Labor Code Section 1070 et seq. requires CONTRACTOR to pay the same wages or offer the same level of benefits provided by the prior Contractor. The CONTRACTOR will also be subject to the enforcement provisions of California Labor Code Section 1073 for any violations of this law.

Within three working days after the Contract has been awarded, the prior Contractor and its subcontractor(s) will provide to CONTRACTOR the name, address, date of hire, wage, benefit level and job classification of each employee employed at the locations covered by the prior Contractor's contract. The MCTD will notify the prior Contractor and its subcontractor(s) of the identity of CONTRACTOR as soon as practicable to facilitate the transfer of this information.

In order to facilitate the provisions of the law, the MCTD requires that upon the commencement of the Contract and throughout the full term of the Contract, that CONTRACTOR maintain a list of all employees providing the services required under the Contract, which includes the information above and must indicate which employees were employed by the prior Contractor and its subcontractor(s), if any. CONTRACTOR must also maintain a list of all employees of the prior Contractor that were not retained by CONTRACTOR, and such list must indicate the reasons why such employees were not retained.

Upon request from the MCTD, CONTRACTOR must provide such lists to the MCTD within 10 days of such request. MCTD has the ability to request such lists throughout the term of the Contract.

CONTRACTOR will be responsible for defending, and will hold MCTD harmless from, any claims or controversies alleging any violation or breach of Labor Code Section 1070 et seq., whether made by CONTRACTOR's own employees or employees of the prior Contractor or its subcontractor(s), arising from or related to the terms and conditions of employment of employees hired to work for CONTRACTOR as of the effective date of this Contract.

Notwithstanding any other provision of this Contract, no cost of liability for which CONTRACTOR is responsible under this paragraph will be deemed an allowable cost payable to CONTRACTOR or claim or liability for which CONTRACTOR is entitled to indemnification or reimbursement from the MCTD. CONTRACTOR will be exclusively responsible for satisfaction of all obligations that may be owed to its employees of the prior Contractor, pursuant to Labor Code Section 1070 et seq., both during and subsequent to the term of the Contract.

At least six months prior to the end of the Contract, CONTRACTOR will be required to provide the MCTD a complete list of employees who have participated in providing the MCTD services. This list of employees will indicate the length of service of each employee, their job title and description, and their current salary. This information may be distributed by MCTD to future

bidders for a new contract that will commence whenever the current contract term ends. CONTRACTOR must provide updates on a monthly basis of the employee lists after the original employee list has been submitted. CONTRACTOR's obligation to provide monthly updates of the employee lists will last until the end of the Contract term. If a new contract is awarded to a different Contractor at the end of CONTRACTOR's Contract, CONTRACTOR must provide to the new Contractor the name, address, date of hire, wages, benefit level, and job classification of each employee employed at CONTRACTOR's locations covered by CONTRACTOR's Contract within three working days after CONTRACTOR has been notified by the MCTD of the identity of the new Contractor.

**I. Collective Bargaining Agreements.**

- a. CONTRACTOR Collective Bargaining Agreement Negotiations. CONTRACTOR shall negotiate a collective bargaining agreement with any labor organization that is designated or selected, in accordance with applicable law, as the collective bargaining representative of CONTRACTOR's employees. Any such collective bargaining agreement shall include provisions addressing health benefits, retirement, grievance procedures, recognition of seniority, and related matters that are normally the subject of collective bargaining between management and labor in the private sector transportation industry.
- b. Limitations on Term. CONTRACTOR shall not enter into a collective bargaining agreement or other labor contract with labor organization representing its workforce for a longer term than the Base Term of this Contract with the MCTD, or if any option is exercised, for longer than the term of that option.
- c. No Assumption. Nothing in this Contract, including this subsection hereof, shall be construed as requiring CONTRACTOR to assume or otherwise be bound by the terms and conditions of the collective bargaining agreement or other labor contract of the prior operator of Services for the MCTD.

- J. **Responsibility for Accrued Paid Time Off.** CONTRACTOR shall pay out to employees any accrued vacation, sick time, or other paid time off prior to the termination of this Contract or any option years exercised. Such payments are the sole expense of CONTRACTOR and no additional compensation shall be provided by the MCTD for this CONTRACTOR expense.
- K. **Retirement Obligations.** CONTRACTOR shall also be solely liable and responsible for any retirement obligations or liabilities to its employees, under any 401(k) or other retirement plan. The responsibility for any such obligations and liabilities shall survive the termination of this Contract.

**SEC. 203 VEHICLE OPERATORS**

- A. **General Requirement.** CONTRACTOR shall employ and maintain, throughout the Contract Term, a level of vehicle operators sufficient to meet the daily operator shift requirement, as well as sufficient extra-board and stand-by operators to allow for the expected call-outs, vacations, no-shows, etc., typically experienced in a transit system of the MCTD's size. All operators shall be fully trained and qualified to operate the vehicles for the services provided under this Contract.
- B. **Requirements for Operators.** CONTRACTOR shall have rules and requirements in place, and shall provide such rules and requirements to each vehicle operator, to ensure that each operator employed by CONTRACTOR satisfies the following minimum requirements:
  - a. Each vehicle operator shall have a valid California Commercial Driver's License, Class B or above with passenger endorsement, as well as any other licenses required by applicable local, State, and Federal laws and regulations.
  - b. Each vehicle operator shall be subject to periodic as well as random testing related to drug and alcohol use conducted by CONTRACTOR in accordance with applicable local, state, and Federal laws and regulations. A summary report of drug testing results (exclusive of individual test results) will be provided to the MCTD upon request. Any vehicle operator who does not pass the medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol or drug use shall not be permitted to operate any vehicle used to provide service under this Contract.

- c. Each vehicle operator shall be alert, careful, and competent in terms of driving ability and habits.
- d. Each vehicle operator shall be courteous to all passengers.
- e. Each vehicle operator shall be neat and clean in appearance, and shall wear a regulation uniform and identification badge at all times while in revenue service.
- f. Vehicle operators shall have completed CONTRACTOR's Training Program and shall be fully trained in defensive driving and vehicle handling in accordance with a defined defensive driving program, prior to operating any vehicle in Revenue Service. CONTRACTOR shall also maintain ongoing training for vehicle operators.
- g. Adequate numbers of fully-qualified vehicle operators shall be available as back-up operators during all operating hours to ensure consistent and reliable service.
- h. Vehicle operators shall be trained in, and be cognizant of, all operational procedures relating to the MCTD's Services, including a thorough knowledge of the routes and schedules.
- i. Vehicle operators shall be trained in, and be cognizant of, the technology (including on-board technology) of the vehicles they operate.
- j. Vehicle operators shall, pursuant to requests by the MCTD, hand out notices to passengers or otherwise render assistance in MCTD's monitoring and supervising operations.
- k. Vehicle operators shall honor passes, sell specific MCTD passes on board, and collect all other fare media authorized by the MCTD.
- l. Vehicle operators must immediately report to CONTRACTOR any traffic accidents, passenger accidents, or other non-routine events.
- m. Vehicle operators are not permitted to use personal cell phones or other electronic devices (including entertainment games but excluding global positioning systems), or to use MCTD-provided or CONTRACTOR-provided cell phones or electronic devices for personal purposes while operating in Revenue Service.
- n. Tobacco products may not be used inside any MCTD vehicle, in proximity to any MCTD vehicle, and their use is prohibited at or near fuel tanks or pumps, and in any restricted areas.
- o. Vehicle operators must have in their possession at all times while on duty, a valid California Commercial Driver License (CDL), and shall wear and display identification badges at all times while on duty. All such licenses, cards and badges shall be subject to inspection by the MCTD at any time.
- p. Vehicle operators, prior to beginning Revenue Service, shall inspect their assigned vehicles daily in a timely manner before pulling out of the yard in accordance with Federal, State, and MCTD requirements and CONTRACTOR procedures. If there are any defects, the vehicle operator must enter the defect on a CONTRACTOR-provided pre-trip/post trip inspection form and immediately report the defect to a designated CONTRACTOR operations staff member for determination of usability of the vehicle. All reported defects shall also be validated by CONTRACTOR maintenance staff. The vehicle operator must sign and date the pre-trip/post trip inspection form prior to leaving the bus yard. The pre-trip/post trip inspection form shall remain with the vehicle during that day and shall be replaced on a daily basis.
- q. Vehicle operators shall immediately report mechanical breakdowns and/or in-service failures of Revenue Vehicles by radio or via the operators' MDTs to Dispatch. Upon receipt of such report, CONTRACTOR shall immediately document the service interruption log and notify vehicle maintenance staff of the occurrence.
- r. All vehicle operators shall demonstrate, through examination, an ability to speak, read, and write Standard English.

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**C. Hiring Principles.**

- a. Satisfactory Driving Record. CONTRACTOR shall not employ any person as a vehicle operator whose driving record is not acceptable as provided in CONTRACTOR's Staffing and Personnel Plan. This information should be compiled and verified in conjunction with Section 202B(d) and paragraph (3) of this subsection.
- b. Employment Experience. Prior to offering employment to any person as a vehicle operator, CONTRACTOR shall obtain from each such person detailed information concerning such person's employment experience, driving record, professional driving experience, motor vehicle violations and accidents, criminal history, personal and character references, and complaints filed against such person in the course of any employment as a professional driver, whether by any bus service provider or otherwise. CONTRACTOR shall investigate and verify the accuracy of the information obtained from all job applicants.
- c. Background Checks and Re-Checks. CONTRACTOR shall perform the background checks described in Section 202B(d) prior to offering employment to any person as a vehicle operator. The background check will include, at a minimum, a Motor Vehicle Record (MVR) report and a report from a licensed background check vendor. CONTRACTOR shall perform a MVR re-check every year for all vehicle operators and other employees in safety sensitive positions, within thirty (30) Days of the anniversary of their individual hiring dates. CONTRACTOR will provide the MCTD a summary report for all background checks and re-checks on request.

**D. Training Requirements.** CONTRACTOR shall conduct training for vehicle operators in accordance with its stated Training Program, which must include both classroom and behind-the-wheel training for newly hired employees and experienced drivers (e.g., employees of the prior operator). The MCTD may monitor any training provided. The vehicle operator training program shall contain, at a minimum, the following components:

- a. California Commercial Driver's License, Class B or above, driving and testing preparation;
- b. MCTD Services policy and procedures;
- c. ADA Sensitivity;
- d. Service Animal Accommodation;
- e. Proper on-board ADA passenger securement;
- f. Passenger Empathy and Sensitivity;
- g. Passenger Assistance Training;
- h. Map reading and interpretation;
- i. Customer courtesy, problem resolution, and instruction in dealing with difficult customers and situations;
- j. Safety, bus maneuvering, defensive driving and accident procedures;
- k. Transit safety, security and incident command system procedures;
- l. Effects and consequences of prohibited drug use on personal health, safety, and the work environment, including addressing signs and symptoms that may indicate drug use;
- m. Correct operation of the farebox, destination signage, MDT, and Clipper equipment;
- n. Correct operation and system status indications of the Mobile Digital Surveillance System.

**SEC. 204 DISPATCHERS**

- A. **General Requirement.** CONTRACTOR shall employ and maintain, throughout the Contract Term, properly trained dispatch personnel in sufficient numbers and with an adequate mix of skills, to assign vehicles and operators, facilitate the daily planned deployment of service, assist road supervisors and vehicle operators with in-service problem resolution, and to operate the Communication System.
- B. **Requirements.** All dispatch personnel shall demonstrate, through examination, an ability to speak, read, and write Standard English.
- C. **Assignment.** Contractor shall ensure that dispatch personnel are on duty during MCTD Revenue Service, including sign up and sign out periods. Dispatchers will be assigned weekdays, weekends, holidays, with sufficient coverage during morning and evening 'peak-hour' work shifts.
- D. **Components of Dispatcher Training.** All dispatch personnel are required to complete CONTRACTOR's Training Program. CONTRACTOR shall also maintain ongoing training requirements for dispatchers. Training programs shall contain, at a minimum, the following components:
  - a. Communications System and use of related Services software and technology tools;
  - b. Local geography familiarization;
  - c. MCTD Services policies and procedures;
  - d. DOT and MCTD emergency action plan implementation strategies;
  - e. Customer relations, empathy, and problem resolution;
  - f. Accident/incident procedures;
  - g. Transit safety, security, and incident command system procedures;
  - h. Mapping and schedule familiarization;
  - i. Vehicle change procedures and dynamic scheduling (methods and practices);
  - j. Vehicle operator training;
  - k. Reporting and troubleshooting vehicle maintenance problems; and
  - l. Familiarization with farebox, MDT, Clipper, and other on-board equipment.
- E. **Drug and Alcohol Testing.** All dispatchers shall be subject to drug and alcohol testing in accordance with applicable local, state and Federal laws and regulations.

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**SEC. 206 ROAD SUPERVISORS**

- A. **General Requirement.** At a minimum, CONTRACTOR shall have on duty, throughout the Contract Term, sufficient road supervisors necessary to properly manage operations and Revenue Vehicles in service and to respond to incidents within thirty (30) minutes or prior to the next scheduled trip, during all hours of operations. Road supervisors shall be deployed in a manner consistent with CONTRACTOR's Proposal responding to the RFP, and shall be equipped with the appropriate communication and safety equipment, and assigned to a designated CONTRACTOR-provided accessible or lift/ramp equipped road supervision vehicle suitable for response to emergencies, in-service problems, and other events.
- B. **Responsibilities and Requirements.** Road supervisors shall be responsible for coordinating runs, ensuring adherence to Manifest schedules, assisting passengers, accident investigation, communicating with the dispatch personnel at Facilities and with vehicle operators, assisting in the implementation of CONTRACTOR's Operations Management Plan, and carrying out such other responsibilities as CONTRACTOR may establish. CONTRACTOR shall assure that all road supervisory personnel are fully trained in all aspects of the MCTD's Services, including rules and regulations, routes, mapping and schedules, emergency procedures, safety, ADA requirements,

reporting protocols, and other requirements. CONTRACTOR shall assure that sufficient supervisors are present during peak hour, pull-out periods to coordinate the timely and orderly assignment and departure of vehicles.

- C. **Training Requirements.** All supervisors employed by CONTRACTOR shall fully meet all training requirements for both vehicle operators and dispatchers, as required by the terms of this Contract and the CONTRACTOR's Training Program, prior to being placed into service as a supervisor.
- D. **Drug and Alcohol Testing.** All supervisors shall be subject to drug and alcohol testing in accordance with applicable local, state and Federal laws and regulations.

#### SEC. 207 MAINTENANCE PERSONNEL

A. **General Requirement.** CONTRACTOR shall employ and maintain, throughout the Contract Term, maintenance personnel in sufficient numbers, and with the appropriate mix of skills, to maintain and service the assigned mix of Revenue Vehicles. At a minimum, one "A" level mechanic will be available at any given time during scheduled revenue hours throughout the day. The maintenance workforce must include a complement of mechanics collectively capable of repairing and maintaining all systems of the Revenue Vehicles, including air conditioners, heating units, engines and transmissions, differentials, suspension systems, brakes, electrical systems, wheelchair lifts and ramps and other passenger assist mechanisms, and all other related systems consistent with light, medium, and heavy duty transit fleet maintenance functions. CONTRACTOR shall ensure that the complement of mechanics assigned to this Contract collectively have, at a minimum, knowledge of and the ability to:

- a. Complete reliable and safe preventive maintenance inspections;
- b. Independently diagnose and repair defects on systems as necessary;
- c. Use automotive, truck, and heavy duty transit test equipment and specialized tools effectively;
- d. Obtain precision measurements as required;
- e. Diagnose and perform repairs on systems related to automotive, light, medium, and heavy duty transit vehicles;
- f. Diagnose, repair, and maintain vehicle drivetrains, including engines, transmissions, driveshaft, differentials and exhaust systems, including after treatment;
- g. Diagnose, repair, and maintain vehicle brake systems, suspension/steering, electrical/electronic systems, and related sub components;
- h. Diagnose, repair, and maintain air conditioning, heating and ventilation systems;
- i. Adjust, repair, or replace damaged body parts, window glass, window inset film, and perform structural repairs;
- j. Diagnose, repair, and maintain wheelchair lifts and ramps;
- k. Read and understand parts and repair manuals, and electrical/vacuum schematics; and
- l. Properly understanding and utilizing a Materials Safety Data Sheet (MSDS) book.

B. **Skills and Availability.**

- a. Requirements. CONTRACTOR shall ensure that the skills, capability, and availability of sufficient vehicle maintenance personnel who are adequately matched to the type of maintenance and repairs needed for all Services at the time they are needed. This level of staffing shall be identified in CONTRACTOR's Vehicle Maintenance Plan (VMP).
- b. Scheduling of Maintenance. CONTRACTOR's VMP shall ensure that all maintenance activities are carried out at times that do not interfere with scheduling of Revenue Vehicles to meet peak period service demands.

- c. Availability of Mechanics. CONTRACTOR's VMP shall ensure sufficient fully qualified, experienced vehicle mechanics shall be available during all hours of service to respond to any in-service failures or Revenue Vehicle or equipment problems that arise in the yard during the pre-trip and post trip vehicle inspections.
- C. **Training.** Training for all maintenance personnel shall be in accordance with the CONTRACTOR's Training Program and shall include Automotive Service Excellence ("ASE") certification training, vendor-provided training, maintenance safety training and security and emergency preparedness training.
  - a. Components of Maintenance Training. Training programs must contain, at a minimum, the following components:
    - a. Wheelchair lift and ramp manufacturers' training;
    - b. Hazmat and storm water training;
    - c. OSHA and DOT compliance, health and safety training;
    - d. Hazardous waste operations and emergency response training;
    - e. Lockout/tagout training;
    - f. Material handling and storage requirements training;
    - g. Forklift or loading equipment training (if applicable); and
    - h. Vehicle Fire Suppression Training.
  - b. New Vehicle Training. CONTRACTOR will cooperate with the MCTD to provide space for and schedule all vehicle mechanics for new vehicle service training, as needed with the receipt of either expansion or replacement vehicles. The MCTD, CONTRACTOR, and the supplier of the new vehicles will work together to develop an appropriate vehicle maintenance training plan.
- D. **Fueling and Cleaning.**
  - a. General Requirement. CONTRACTOR shall have on duty qualified personnel to fuel and clean the required number of Revenue Vehicles for daily pull-outs.
  - b. Knowledge Required. CONTRACTOR shall ensure that all personnel shall have full knowledge of vehicle fueling procedures and vehicle cleaning/detailing programs as required by the Contract.
  - c. Ability Required. CONTRACTOR shall ensure that all personnel are required to have the training, skills and ability to:
    - a. Operate vehicles to facilitate a safety brake inspection procedure;
    - b. Maintain up-to-date, accurate records of vehicle fueling and vehicle cleanliness requirements; and
    - c. Properly clean the interior and exterior of all MCTD vehicle types.
- E. **License Requirements.** CONTRACTOR shall require all vehicle mechanics to maintain a valid California CDL, Class B or above.
- F. **Skill Level.** CONTRACTOR shall maintain the full staffing levels, by skill level category and number, as identified in CONTRACTOR's Staffing and Personnel Plan. In addition, all maintenance personnel performing mechanical repairs shall be ASE certified in the category in which they are performing repairs. In addition, every technician who performs air conditioning repairs is required to hold a Clean Air Act, Section 609 certification. If the total number of Revenue Vehicles assigned by the MCTD to CONTRACTOR changes, CONTRACTOR shall maintain the proposed ratio of maintenance personnel, by skill level category, to Revenue Vehicles, as detailed in CONTRACTOR's Staffing and Personnel Plan. The skill levels required for CONTRACTOR's maintenance personnel are as follows:



- a. **A-Level maintenance technician or mechanic job duties** are defined as performing preventive maintenance, diagnosis, service and repair of steering, suspension, brakes, engines, transmissions, differentials, electrical, wheelchair lifts, and air conditioning systems. This level technician or mechanic shall have the ability to perform part analysis on damaged parts and assist with inventory control. A-Level maintenance technicians or mechanics must have three (3) years or more of automotive/diesel repair experience or have graduated from an automotive technology course at an accredited trade school or college and have two (2) years or more experience.
- b. **B-Level maintenance technician or mechanic job duties** are defined as performing preventive maintenance, diagnosis, service and repair of steering, suspension, brakes, engines, transmissions, differentials, electrical, wheelchair lifts, and air conditioning systems. This level technician or mechanic shall have the ability to perform part analysis on damaged parts and assist with inventory control. B-Level maintenance technicians or mechanics must have a minimum of two (2) years or more of automotive/diesel repair experience or have graduated from an automotive technology course at an accredited trade school or college and have one (1) year or more experience.
- c. **C-Level maintenance technician or mechanic job duties** are defined as performing general preventive maintenance including tire repair and replacement, lube/oil/filter servicing, brake jobs and general minor maintenance repairs. This position may also include fueling responsibilities and assisting with inventory control. C-Level maintenance technicians or mechanics must have a minimum of one (1) year experience of automotive/diesel repair and or a combination of training and experience or have graduated from an automotive technology course at an accredited trade school or college.
- d. **ASE Master Certification** - At least twenty-five (25%) of all mechanics must be ASE master certified on medium or heavy duty trucks or possess comparable certification. This requirement must be achieved by the end of the first year of the Base Contract Term. Certifications must be kept current throughout the duration of the Contract.

G. **Drug and Alcohol Testing.** All maintenance personnel shall be subject to drug and alcohol testing in accordance with applicable local, state and Federal laws and regulations.

### ARTICLE 3 -- OPERATIONS AND MAINTENANCE RESPONSIBILITIES

#### SEC. 301 VEHICLES

- A. **MTCD Responsibility.** The MTCD will provide the CONTRACTOR with sufficient Revenue Vehicles for operation of the Fixed Route Services required to be provided under this Contract. The MCTD may, in its sole discretion, change the mix of Revenue Vehicles and/or add Revenue Vehicles to the fleet during the Contract Term, and such actions shall not be the basis for any increase in the CONTRACTOR's Fixed Monthly Fee or Service Hour Rate, except as may be provided under Section 304F.
- B. **Use of Vehicles.** The Revenue Vehicles provided by the MCTD under this Contract shall be used by CONTRACTOR only for the Services covered by this Contract, except as otherwise authorized or directed by the MCTD in writing.
- C. **Inspection of New Vehicles.** Upon taking possession of any new Revenue Vehicles furnished by the MCTD during the Contract Term, CONTRACTOR shall inspect such Revenue Vehicles and notify the MCTD in writing within seventy-two (72) hours if any such Revenue Vehicles have defects, unless more than three (3) vehicles are under inspection at one time, in which event the notice period shall be within five (5) Days after taking possession. If CONTRACTOR subsequently discovers latent defects, including excessive wear to tires, in any new MCTD-provided Revenue Vehicles which could not have been discovered by a reasonable inspection at the time of receipt, CONTRACTOR shall notify the MCTD in writing within seventy-two (72) hours after it determines that such latent defects exist.
- D. **CONTRACTOR Responsibility.**
  - a. **Support Vehicles.** CONTRACTOR shall be responsible for providing sufficient Support Vehicles to support the Services provided under this Contract. Such Support Vehicles shall include vehicles for road supervision, inspection, and maintenance functions,

including tow trucks, forklifts, and maintenance service vehicles. The number of Support Vehicles provided shall be at the discretion of CONTRACTOR, based on its determination of what is required to meet the requirements of this Contract. The Contractor should provide appropriate service vehicles to support road calls and be able to make quick fixes to vehicles and onboard equipment to support service needs.

- b. **Spare Parts and Tires.** CONTRACTOR shall also be responsible for providing and maintaining (a) an adequate inventory of spare parts to assure proper maintenance and operation of Revenue Vehicles, taking into account the lead time required for shipping and other transportation and delivery requirements; and (b) tires in sufficient quantity for the Revenue Vehicles, in compliance with all requirements set forth in Section 306E hereof.

**E. Vehicle Acquisition Plan.**

- a. **CONTRACTOR Obligations.** CONTRACTOR shall operate and maintain all of the various types of Revenue Vehicles that are provided by the MCTD at the start of services under this Contract, or that are purchased by the MCTD during the Contract Term, in compliance with the intervals, specifications, and procedures in the manufacturers' operations and maintenance manuals. The full cost of such operation and maintenance is fully compensated for by the Fixed Monthly Fee and Service Hour Rate.
- b. **Substantial Deviations from Plan.** In the event of any substantial deviation from the Vehicle Acquisition Plan set forth in this Section, CONTRACTOR may request a re-negotiation of the then-applicable Fixed Monthly Fee and/or Service Hour Rate, in accordance with Section 304F hereof. As used in this subsection, the term "substantial deviation" means that (1) the actual timing of vehicle acquisition by the MCTD is twelve (18) months or longer than the timing set forth or assumed in the vehicle replacement plans of MCTD, or (2) more than twenty percent (20%) of the vehicles actually acquired by the MCTD are different in type, and have different maintenance requirements, than the vehicles presented in the RFP.

**SEC. 302 OPERATING PERFORMANCE STANDARDS**

- A. **Operation of Vehicles.** CONTRACTOR shall operate all MCTD-provided and CONTRACTOR-provided vehicles in accordance with all applicable local, State, and Federal laws and regulations with regard to safety, comfort, and convenience of passengers and the general public, emphasizing accident prevention strategies and techniques.
- B. **Service Characteristics.** CONTRACTOR shall provide all Revenue Service according to hours established by the MTCD. CONTRACTOR shall ensure that the direction, loading, departure, and general performance of vehicles are coordinated to ensure adherence to On-Time Performance standards.
- C. **Excessive Idling.** CONTRACTOR shall not leave a Revenue Vehicle running at a pickup location (unless passengers are already on board) or in the bus yard for more than five (5) minutes (or for such other time period as the MTCD may establish in its discretion upon notice to the CONTRACTOR).

**SEC. 303 SCHEDULES**

- A. CONTRACTOR shall operate the MTCD's Fixed Route Services in accordance with the budgeted and approved Service Hours established by the MTCD.
- B. **On Going Review.** The MTCD shall evaluate schedules to address changes in ridership and demand, review feedback and assessments provided by CONTRACTOR, and review system parameters to reflect current operating conditions. All permanent schedule changes requested by the MTCD shall be implemented by the CONTRACTOR (following any necessary public hearings and MTCD action); provided that the MTCD, prior to directing any schedule change, shall give due consideration, pursuant to the service change process in Section 305 of this Contract, to the views of the CONTRACTOR regarding the feasibility and operating impact of such change. The MTCD shall have sole discretion to determine Service Hours, and to direct schedule changes pursuant to the service change process set forth in this Contract.

- C. **Holiday Schedules and Other Closures.** The MCTD reserves the right to require the CONTRACTOR to operate modified schedules on holidays as the MCTD deems appropriate. Notice of such modified schedules will be provided by the MCTD in writing.
- a. Changes to such holiday schedules shall be in writing and delivered not less than two (2) weeks before the scheduled change.
  - b. The MCTD also reserves the right to require the CONTRACTOR to operate modified service schedules due to MCTD and/or Facilities closures even though such closures may not be pre-scheduled.

**SEC. 304 ALLOWABLE SERVICE CHANGES**

**A. Description of Services Changes.**

- a. **Authority of MCTD.** The MCTD may modify or adjust the services provided under this Contract at any time in accordance with the procedures in this Section. Service changes shall be set forth in a written notice from the MCTD, following any public hearing required and any necessary MCTD approval. The MCTD anticipates conducting service changes throughout the term of the Contract to make routing and scheduling modifications to existing Services or to add new services. Based upon the bi-annual review process described in Section 303B, the MCTD may implement additional service changes.
- b. **Allowable Service Changes.** Allowable modifications and adjustments may include: extending, deleting from, or adding to Services service area and a corresponding revision of Services; temporarily increasing routes when the MCTD deems those routes necessary to avoid or address a capacity constraint in violation of Section 37.131(f)(3) of the Code of Federal Regulations; reallocating, decreasing or increasing Revenue Hours or the frequency of service; or modifying requirements or scope relating to the maintenance of vehicles or Facilities (hereafter collectively referred to as "Service Changes"). Except as provided in subsection F of this Section, changes in Revenue Vehicle fleet mix do not constitute a Service Change for purposes of this Section.

**B. Process for Service Changes.**

- a. **Proposed Changes.** During the ongoing review process described in Section 303B, the MCTD and CONTRACTOR will evaluate ridership changes, changes in hours of service demand, passenger Trips Per Service Hour, capacity constraints and On-Time Performance to determine if a service change is appropriate. If the current level of service no longer attains the MCTD service standards, and if sufficient funding is identified, public review conducted (if necessary), and authority received by the MCTD Board of Directors (if necessary), MCTD shall request in writing that CONTRACTOR prepare for the provision of the service changes. The written request will outline elements to be followed such as any change in fixed monthly rate or Revenue Service Hourly Rate costs, vehicle deployment requirements, and other resources necessary to accommodate service change.
- b. **CONTRACTOR Response.** CONTRACTOR shall, within twelve (12) Days after receipt of a request for a Service Change, provide the MCTD, in writing, with (a) a timeline for implementation of the Service Change; (b) an estimate of the cost or savings of the proposed change; (c) the anticipated impact of such change on existing operations, maintenance activities, schedules, routes, and existing capital equipment usage; (d) the necessity for any additional capital equipment to implement such change; and (e) the feasibility of such change. CONTRACTOR may also propose Service Changes, and may suggest alternatives or modifications to the Service Change criteria proposed by the MCTD.
- c. **Implementation.** MCTD will review information provided by CONTRACTOR pursuant to paragraph (2), and may either (a) direct that CONTRACTOR proceed with the development and implementation timeline proposal for the Service Change as originally described; (b) direct that the proposed Service Change be implemented with modifications; or (c) notify CONTRACTOR the proposed Service Change will not be implemented. CONTRACTOR shall proceed to implement the proposed Service Change (with any modifications specified by the MCTD) in accordance with the schedule or

timetable approved by the MCTD. Only those Service Changes directed or approved by the MCTD, in writing, shall be implemented by CONTRACTOR.

- C. **Temporary Modifications.** Notwithstanding the preceding provisions of this Section, the MCTD may direct CONTRACTOR to make temporary modifications in the services provided or the schedules in order to address short term operating problems or issues.
- D. **Other Service.** If the MCTD determines that other services should be added to its Services system, the MCTD reserves the right, in its sole discretion, to implement those other services through the Service Change process set forth in subsection B, or to separately procure and contract for those other services from an alternate provider.
- E. **Special Services.** If the MCTD determines that Special Services are needed to meet a particular transit need within the scope of this Contract, the MCTD shall provide notice to CONTRACTOR of the Special Services to be provided and the date on which the provision of such services shall commence. Given the very nature of Special Services, the MCTD may itself be provided limited advanced information and notice of requests. However, the MCTD will endeavor to provide CONTRACTOR with as much advance notice as feasible. CONTRACTOR shall be compensated for Special Services on the basis of the then applicable Service Hour Rate.

CONTRACTOR shall implement Special Services in accordance with the schedule established by the MCTD.

F. **Possible Rate Adjustments.**

- a. **Categories.** In the event of the following Service Changes, and no others, the CONTRACTOR may request a re-negotiation of the then-applicable Fixed Monthly Fee and/or Variable Service Hourly Rate:

- i. If there is a cumulative increase or decrease in Service Hours of more than twenty percent (20%) over a Contract Year, of the Annual Service Hours set out for the Contract in Section 304.
- ii. If there is a "substantial deviation" from the Vehicle Acquisition Plan as defined in Section 301E(b).

- b. **Procedure.** Any request for a rate change under this subsection shall be in writing and shall provide quantitative documentation that the Service Change in question has resulted, or will result, in additional costs to the Contractor in the operation or maintenance of Revenue Vehicles under this Contract. The MCTD is not obligated to agree to such a request, but will review, discuss, and consider any such request in good faith.

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**SEC. 306 VEHICLE MAINTENANCE**

- A. **Vehicle Safety.** CONTRACTOR shall maintain all Revenue Vehicles and Support Vehicles in accordance with the manufacturers' specifications and standards and all local, State, and Federal requirements for safety and in accordance with the CONTRACTOR Vehicle Maintenance Plan in Attachment G.
- B. **Revenue Vehicle Maintenance.** CONTRACTOR shall complete, from bumper to bumper, all maintenance and repair of the Revenue Vehicles, including the routine replacement of components, within the Contract price, and in accordance with all manufacturers' specifications and standards, preventive maintenance manuals and Vehicle Maintenance Plan in Attachment G. CONTRACTOR shall use all OEM or OEM-approved equivalent components, parts and fluids. CONTRACTOR may not use any non-OEM equivalent products, components, or fluids without prior written approval of the MCTD and the OEM manufacturer.
  - a. **Availability of Equipment.** CONTRACTOR shall ensure that a minimum of eighty-five percent (85%) of all Revenue Vehicles are in operable condition and available for Revenue Service at all times. The total number of Revenue Vehicles out of service shall not exceed fifteen percent (15%) of the peak requirement for Services. All Revenue Vehicles shall, to the maximum extent feasible or as otherwise agreed, be used and

maintained by classification on an equal and uniform basis so that miles are accrued evenly amongst vehicles initially placed into service during comparable periods, and maintenance activities shall be scheduled to assure that the maximum numbers of Revenue Vehicles are available for Revenue Service during peak periods. CONTRACTOR shall ensure that an adequate supply of spare parts is available in order to maintain the Revenue Vehicles on a timely basis in accordance with this Section, taking into account the lead time required for shipping, customs clearance, and other transportation and delivery requirements.

- b. MCTD Inspection. The MCTD reserves the right, in its sole discretion at any time, and either directly or through a CONTRACTOR, to review CONTRACTOR's maintenance records and inspect and reject temporarily or permanently, by notice to CONTRACTOR, any vehicle CONTRACTOR proposes to use or subsequently utilizes which the MCTD deems unacceptable due to uncleanliness, appearance, mechanical failure, or safety concerns.
- i. Pre-trip and Post-trip Inspections. CONTRACTOR shall ensure that all vehicle operators conduct a daily vehicle pre-trip inspection prior to being placed in service and a post-trip inspection at the end of service. Vehicle operators shall immediately report defects identified during the pre-trip inspection to a designated CONTRACTOR operations staff member. In addition, all defects reported on CONTRACTOR-provided pre-trip/post-trip inspection form shall be validated by CONTRACTOR maintenance staff.

The MCTD may, without prior notice, perform random inspections of the daily pre-trip/post-trip inspection forms, as well as monitor vehicle operators during their inspections. CONTRACTOR shall make necessary repairs, adjustments, or additions, at CONTRACTOR's sole expense, prior to placing any Revenue Vehicle in service. CONTRACTOR shall maintain inspection forms as required by Department of Transportation regulations and the California Highway Patrol and the MCTD may review such inspection forms during the Contract Term.

- c. Defects. Any defects noted by the vehicle operator inspector shall be noted on a pre-trip/post trip inspection form. Appropriate action shall be taken by CONTRACTOR to correct defective items noted in a defect report prior to the operation of the Revenue Vehicle.
- d. Records. A written record of all inspections and repairs shall be kept by CONTRACTOR. As requested, CONTRACTOR shall provide inspection and repair reports to the MCTD.
- e. Unsafe Vehicles. Revenue Vehicles shall not be operated with defects or other required repairs that make them unsafe to operate.
- f. Repair Standards. CONTRACTOR shall ensure that all repair work is performed by maintenance personnel who have demonstrated experience and documented training in the work to be done. Maintenance personnel shall have the necessary equipment and tools to perform any authorized work.
- g. Major Engine and Transmission Overhauls. When CONTRACTOR determines that a major engine or transmission overhaul is required, CONTRACTOR shall notify the MCTD. The MCTD may, in its discretion, retire the vehicle, have the overhaul performed by a third party, or direct CONTRACTOR to perform such work. If CONTRACTOR performs the work, the payment to CONTRACTOR will be for replacement engines or transmissions (as the case may be). CONTRACTOR shall use all OEM or OEM-approved components during routine maintenance and overhauls. CONTRACTOR may not use any non-OEM equivalent products, components, or fluids without prior written approval of the MCTD and the OEM manufacturer. MCTD shall not pay for Major Engine and Transmission overhauls on CONTRACTOR owned vehicles.
- h. Preventive Maintenance Program. CONTRACTOR shall perform preventive maintenance in accordance with the intervals, specifications, and procedures set forth in the manufacturers' operations and maintenance manuals, including staffing, level of expertise, and reporting forms. Preventive maintenance should, to the maximum extent feasible, be conducted during off peak periods, and should be conducted in an expeditious manner to minimize the amount of time vehicles are out of Revenue

Service. CONTRACTOR shall perform all required weekly, monthly, and yearly preventive maintenance as identified by OEM.

- i. Graffiti. CONTRACTOR shall remove or cover graffiti as specified in CONTRACTOR's Vehicle Maintenance Plan.
  - j. Fueling. Revenue Vehicle fueling is to be performed in accordance with the Fueling provision found in Section 315.
  - k. Specific Maintenance Items. CONTRACTOR shall maintain the vehicle operators' First Aid kits, fire extinguishers and other required safety equipment.
  - l. Fire Suppression. CONTRACTOR shall perform an annual Fire Suppression and portable extinguisher PMI and certification on all Revenue Vehicles and shall be responsible for the annual charging of the fire suppression bottles on all Revenue Vehicles. CONTRACTOR shall follow all Federal, State and local guidelines in conducting these inspections, and shall use a certified technician to perform any inspections or repairs.
  - m. Electrical repairs. CONTRACTOR shall ensure that all electrical work is performed in accordance with the vehicle manufacturers' specifications and standards. Branching of wires, direct wiring, or circumventing safety systems by by-passing circuit protection devices is prohibited. When necessary to re-wire a particular system or systems differently than what is shown in the electrical schematic, CONTRACTOR must obtain prior approval from the OEM manufacturer.
  - n. Heating and Air Conditioning. CONTRACTOR shall perform an annual heating and air conditioning preventive maintenance inspection on all Revenue Vehicles.
  - o. Electronic Vehicle Maintenance Program. MCTD will be granted access to the CONTRACTOR's electronic vehicle maintenance program tracking system. If the CONTRACTOR does not have an electronic tool to track vehicle maintenance work, then MCTD will work with the CONTRACTOR to utilize TransTrack's Vehicle Maintenance module(s).
- C. **Warranties**. CONTRACTOR shall be responsible for managing all Revenue Vehicle-related warranty repairs.
- D. **Inventory**. CONTRACTOR shall maintain an adequate inventory of spare parts, supplies, tools, and other equipment to conduct maintenance and repairs on vehicles and other equipment in a timely manner in order to assure the capability of providing full Revenue Service at all times as required by this Contract.
- E. **Tires**.
- a. CONTRACTOR Obligation. CONTRACTOR shall be responsible for providing tires for the performance of the Contract.
  - b. Tire Replacement
    - i. CONTRACTOR is also responsible assuring that vehicles are equipped with safe and functional tires and that there is an adequate stock of tires on hand at all times, including at the end of the Contract Term. All replacement tires shall be properly sized and load-rated for vehicle weight and duty type, and only new (non-recap or grooved) tires may be utilized on the vehicle steering axle.
    - ii. At the completion or termination of the Contract, CONTRACTOR shall return all Revenue Vehicles with useable tires free and clear of any lien. Any tire lease entered into by CONTRACTOR shall not exceed the base Contract Term and the period of any option term exercised by the MCTD.
  - c. Obligation to Recycle. CONTRACTOR shall be responsible for recycling all worn out and replaced tires.
- F. **California Highway Patrol (CHP) Terminal Inspection**. The CONTRACTOR will maintain a record of satisfactory California Highway Patrol (CHP) terminal inspections throughout the life of the contract. Upon completion of a CHP terminal inspection, the CONTRACTOR will immediately

notify MCTD in writing as to whether the CONTRACTOR's facility received a satisfactory or unsatisfactory rating from the CHP; the CONTRACTOR will provide a copy of the CHP report to MCTD and indicate what action is being pursued if an unsatisfactory rating was received. These reports will be submitted to MCTD within 10 working days subsequent to the CHP inspection.

If the CONTRACTOR receives an unsatisfactory rating from the CHP, the CONTRACTOR will notify MCTD immediately and state what is being done to correct the deficiency. MCTD reserves the right to terminate the contract with cause with a 30-day notice if the CONTRACTOR receives an unsatisfactory rating from the CHP.

G. **Condition Upon Return.** Upon termination of this Contract (for whatever reason), CONTRACTOR shall be responsible for ensuring, and shall warrant to the MCTD, that the Revenue Vehicles have been properly serviced and maintained, and are in good repair, in accordance with this Contract, and shall return such Vehicles to the MCTD in sound mechanical condition, Normal Wear and Tear excluded. The inspection process for this assessment is described in subsection H of this Section.

H. **Turnover Inspection and Audit Process.**

- a. General Requirements. CONTRACTOR shall be responsible for return of all Revenue Vehicles and Equipment to the MCTD in the condition in which CONTRACTOR received those Revenue Vehicles and Equipment (with the exception of Normal Wear and Tear) including body condition, system condition and function, all ancillary equipment (intact and functional), and overall vehicle operation and performance. This requirement extends to fare boxes and any other MCTD-provided equipment. No later than ninety (90) calendar days prior to the termination of this Contract, the MCTD, CONTRACTOR, and the new CONTRACTOR (if any) taking over operations and maintenance responsibility for the MCTD, shall participate in the Revenue Vehicle and Equipment turnover inspection and audit process set forth in this subsection.
- b. Third Party Inspections. The detailed turnover inspection and audit will be performed by an independent third party, selected by the MCTD that is experienced in fixed route operations and maintenance and vehicle, facilities, and equipment inspections. The MCTD shall be responsible for the expenses of the audit. The third party inspector will conduct individual inspections on each Revenue Vehicle prior to the return of each Revenue Vehicle to the MCTD. Such inspections will be timed to ensure that any necessary repairs are completed and will require that CONTRACTOR conduct any needed repairs.
- c. Purpose. As the owner of certain assets, the MCTD is committed to protecting those assets and ensuring that the MCTD's contractors maintain the assets in good repair. This inspection process is one means used by the MCTD to so protect those assets. The purpose of the inspection and audit will be to establish the condition of the Revenue Vehicle fleet, the Facilities (if applicable) and the Equipment, as of the audit date, to determine if the Revenue Vehicles, Facilities, and Equipment have been maintained in accordance with the standards required under this Contract, and to determine the specific repairs and maintenance that needs to be performed, by Revenue Vehicle, Facility or Equipment item, in order to assure that all Revenue Vehicles, Facilities, and Equipment will meet the requirements set forth in this Section and the other Contract Documents.
- d. Process. Once the independent third party inspector has completed its inspection, the MCTD will release the results of the inspection report the outgoing CONTRACTOR and the MCTD's in-coming Services CONTRACTOR. CONTRACTOR shall be responsible for promptly completing all repairs and/or maintenance identified during the inspection and audit as necessary to meet such condition requirements by the Contract termination date, and shall also be responsible for the cost of all such repairs and maintenance.

Following the completion of repairs indicated on the initial inspection report, the MCTD may require the independent third party inspector to conduct an item-by-item re-inspection of the Revenue Vehicles and Equipment to verify whether satisfactory repair of the MCTD assets has been completed.

Any repair identified on a re-inspection report shall be addressed at CONTRACTOR's

cost, subject to verification and sign off by the MCTD (or the MCTD's designee), on an item-by-item basis and, at the MCTD's sole discretion, may be performed by CONTRACTOR or another entity subject to the MCTD's approval. The process of inspection and re-inspection and repair of the Revenue Vehicles and Equipment shall continue until the date that the incoming contractor assumes responsibility for Revenue Service under a subsequent contract. Nothing in this Section shall be interpreted to relieve CONTRACTOR of its obligation to maintain the MCTD-provided assets during the transition period. Further, the cost of any repairs identified on a re-inspection report that are not completed by the initiation of Services under a contract immediately subsequent to this Contract shall be withheld by the MCTD from CONTRACTOR's final invoice under this Contract. The amount of the funds withheld will be sufficient to effectuate the identified repairs that have not been completed by CONTRACTOR to the MCTD's satisfaction.

- e. **Final Day of Transition.** During the twenty-four (24) hours prior to the Commencement Date of the new contract (as set out in the transition schedule established by the MCTD), the new contractor assuming responsibility for Revenue Service will conduct a final quick inspection of the Revenue Vehicle fleet and note any safety items or body damage. The MCTD, the outgoing CONTRACTOR and the incoming contractor shall also be on hand for that inspection to verify the incoming contractor's findings. The independent third party, selected by the MCTD may also be present at the final inspection and will facilitate the final turnover process. Any items identified in this final inspection in addition to items previously identified by the third party inspector may serve as a basis for the MCTD to withhold amounts from CONTRACTOR's final invoice in accordance.
- f. **Disputes.** If any dispute arises in the turnover inspection and audit process, the MCTD shall first attempt to facilitate the resolution of such dispute through meetings and conferences with CONTRACTOR and the new contractor. If the dispute remains unresolved for thirty (30) calendar days, the MCTD may invoke an expedited mandatory arbitration process, using an outside neutral arbitrator selected by the MCTD with the concurrence of CONTRACTOR and the new contractor, for a final and binding decision on all matters in dispute. In the absence of concurrence, the MCTD shall obtain a list of potential arbitrators from the American Arbitration Association, and shall select the neutral arbitrator from that list after consultation with the parties. Prior to binding arbitration, the MCTD shall require the parties to participate in a mediation process conducted by a neutral third party selected jointly by the parties. CONTRACTOR and the new contractor shall participate in the mandatory arbitration process and the mediation process. In addition, the MCTD may choose, in its discretion, to participate in the arbitration and mediation processes. During the disputes process, the MCTD may, in its discretion, direct CONTRACTOR to continue the process of repairing Revenue Vehicles, Facilities and Equipment. If appropriate, the arbitration may address cost allocation for repairs if that allocation is in dispute.
- g. **Consent of Parties.** By execution of this Contract, the MCTD and CONTRACTOR hereby consent to the mediation and arbitration process described in paragraph (6) and further agree to comply fully with any resulting arbitration decision, subject to any rights to contest such decision in accordance with applicable State law.
- h. **Costs.** The costs of any mediation or arbitration under this subsection shall be borne equally by CONTRACTOR and the new contractor.
- i. **Documentation.** If CONTRACTOR claims any Equipment as its property at the end of the Contract Term, it shall support that claim with invoices and other appropriate evidence of ownership.

#### SEC. 307 VEHICLES – CLEANING AND APPEARANCE

- A. **General Obligation.** CONTRACTOR shall be responsible for the appearance of all Revenue Vehicles and Support Vehicles and shall maintain the cleanliness of vehicles in accordance with the performance standards set forth in this Section and CONTRACTOR's Vehicle Maintenance Plan.
- B. **Standards.** CONTRACTOR shall clean and maintain all Revenue and Support Vehicles used by CONTRACTOR in carrying out services under this Contract in accordance with the following



standards: Vehicle interiors shall be swept or vacuumed, gum shall be removed from the floors and all passenger seats, windows shall be cleaned on the interior, and vehicles shall be mopped daily to remove all dirt and debris.

- a. Vehicles shall be cleaned using only fragrance free cleaning chemicals that are recommend by the OEM and that are not offensive or injurious to individuals with a heightened sensitivity to environmental toxins and fragrances.
- b. Vehicle exteriors and wheels shall be washed and scrubbed as needed, but no less than once weekly.
- c. The complete undercarriage and engine of each Revenue Vehicle shall be steam cleaned as needed but no less than annually.
- d. All components of the vehicle body, appurtenances, and frame shall be sound and undamaged while in revenue service.
- e. All vehicles shall undergo insect extermination as necessary to eliminate the presence of insects. The extermination process shall be conducted while vehicles are out of service. CONTRACTOR is expressly prohibited from using any vermin control product or application for such a product that would be hazardous, when a vehicle is in operation, to the health and well-being of the passengers, service animals or the vehicle operator.
- f. Each Revenue Vehicle shall be fully detailed inside and out every one hundred-twenty (120) calendar days.
- g. All seat cushions that are tethered, faded, worn or torn shall be replaced.

#### SEC. 308 BUS STOP MAINTENANCE

- A. **General Obligation.** CONTRACTOR shall be responsible for the appearance of all bus stops in Marin County served by MCTD routes and shall maintain the cleanliness of bus stops in accordance with the Bus Stop Maintenance Plan forth in Attachment H.

#### SEC. 309 EQUIPMENT

- A. **MCTD Responsibility.** The MCTD shall provide CONTRACTOR with the Equipment necessary to support the operation and maintenance of Services under this Contract. The Equipment provided by the MCTD is listed in Attachment B.
- B. **CONTRACTOR Responsibilities.** CONTRACTOR shall provide all Equipment necessary to support the operation and maintenance of Contract services, with the exception of 1) any equipment and spare parts purchased with the existing MCTD-provided Revenue Vehicles; 2) capital equipment and spare parts purchased by MCTD for any new MCTD-purchased vehicles; 3) MCTD supplied MERA Radio equipment.

#### SEC. 310 VEHICLE AND EQUIPMENT INVENTORY

- A. **Initial Equipment Inventory.** The initial inventory and list of all Equipment to be provided is included in Attachment X. The existing Equipment owned or leased by the MCTD may be utilized only for the provision of Services by CONTRACTOR during the term of the Contract, without additional consideration to the MCTD.
- B. **Obligation to Return Equipment.** CONTRACTOR shall be responsible for returning to the MCTD, at the termination of this Contract Equipment that is of equivalent type, value (as of the date acquired), and condition as the Vehicles and Equipment identified in the initial inventory and Equipment list, Normal Wear and Tear excluded in accordance with the return of vehicles provisions found in Section 408C.
- C. **Final Equipment Inventory.** The MCTD shall conduct a final inventory prior to the conclusion of the Contract Term. If any Equipment or other property is determined, on the basis of a comparison to the initial inventory, to be missing, damaged, otherwise unavailable for use, or in a condition that is in excess of Normal Wear and Tear, CONTRACTOR shall be responsible for

either replacing such Equipment, tools, or other property, or compensating the MCTD for its replacement value. The MCTD may deduct any amounts due to the MCTD for the replacement of Equipment or property from the final monthly payment due to CONTRACTOR.

- D. **Sales of Surplus Property.** CONTRACTOR shall, in consultation with the MCTD, identify any MCTD Equipment or other property that it believes to be obsolete or no longer needed for Services. The MCTD may sell or otherwise dispose of such property in accordance with State and Federal law. The proceeds of any such sale shall be the property of the MCTD.

### SEC. 311 FAREBOXES AND FAREBOX MAINTENANCE

- A. **MCTD Obligations.** The MCTD shall provide fareboxes and Clipper equipment to CONTRACTOR on all new vehicles. CONTRACTOR shall be responsible for farebox and Clipper maintenance. Farebox and Clipper maintenance shall include the ongoing maintenance of the equipment and any post-maintenance set-up. Such maintenance shall be performed in such a manner so as to cause minimal disruption in CONTRACTOR's operations. The MCTD shall also provide farebox keys to CONTRACTOR so it can perform on-road emergency services such as gaining access for clearing jammed fareboxes.

The Contractor will store spare farebox units, spare parts, diagnostic units, Clipper units and spare parts, and maintain an adequate inventory of card stock. Card stock must be stored in a temperature-controlled environment.

- B. **CONTRACTOR Obligations.** CONTRACTOR will ensure functionality, provide ongoing training to personnel on proper use of, provide ongoing maintenance, and OEM recommended preventative maintenance on the fareboxes (GFI) and Clipper units (Cubic). CONTRACTOR's vehicle operators shall record and maintain all data necessary for the satisfactory operation of the farebox and Clipper.

- C. **Farebox Key Controls.** The MCTD shall issue CONTRACTOR farebox keys to enable CONTRACTOR staff to access MCTD fare boxes. CONTRACTOR shall be responsible for adhering to the following procedures and requirements: (1) maintaining a written log of all personnel issued farebox keys, which shall be made available to MCTD upon request; (2) implementing safeguards to inspect key inventory quarterly; (3) collecting keys from personnel who are no-longer employed by CONTRACTOR; and (4) reporting in the log all keys acquired to replace lost, stolen, or otherwise unaccounted for keys. CONTRACTOR shall be responsible for the cost of replacing any lost or stolen keys it is issued, and shall be responsible for the cost of re-keying all fare boxes in the event that any key has been lost, stolen, or otherwise cannot be accounted for.

- D. **Clipper Revenue Data Responsibility.** The Contractor will ensure that all Clipper units are fully operational and responsible for Clipper data downloading and uploading from each bus at least every two days. The Contractor will be responsible for reviewing weekly recurring reports sent by Cubic to ensure that all Clipper units are working properly. If vehicles have uploaded data to the system within a week, contractor will be responsible for making special accommodation to either established communication using the vehicle or by swapping out the onboard equipment and docking to an active vehicle or test console to upload the data.

### SEC. 312 INTELLIGENT TRANSPORTATION TECHNOLOGY

- A. **MCTD Obligations.** The MCTD shall provide Intelligent Transportation (IT) technology to CONTRACTOR on all new vehicles.
- B. **CONTRACTOR Obligations – AVL/AVAS System.** CONTRACTOR will ensure functionality, provide ongoing training to personnel on proper use of, provide ongoing maintenance, and OEM recommended preventative maintenance on the AVL (Syncromatics) system. The Contractor will monitor service via Syncromatics' Tracking/Live Dispatch modules and ensure that every operator is signed into the correct vehicle assignment before leaving the yard. CONTRACTOR will establish and maintain direct contact with Syncromatics for ongoing support. MCTD, at its discretion during the term of the Contract, reserves the right to establish a 3<sup>rd</sup> party maintenance agreement directly with the OEM for the AVL system.
- C. **CONTRACTOR Obligations - APC System.** CONTRACTOR will ensure functionality, provide ongoing training to personnel on proper use of, provide ongoing maintenance, and OEM recommended preventative maintenance on the APC (Syncromatics) system. The CONTRACTOR will, on a quarterly basis, recalibrate the APC sensors on all vehicles. CONTRACTOR will establish and maintain direct contact with OEM for ongoing support. MCTD, at its discretion, during the

term of the Contract, reserves the right to establish a 3<sup>rd</sup> party ongoing maintenance agreement directly with the OEM for the APC system.

- D. **CONTRACTOR Obligations Mobile Digital Video Surveillance.** CONTRACTOR will ensure functionality, provide ongoing training to personnel on proper use of, provide ongoing maintenance, and OEM recommended preventative maintenance on the (Seon) Mobile Video Surveillance system. CONTRACTOR will establish and maintain direct contact with OEM for ongoing support needs. MCTD reserves the right to establish a 3<sup>rd</sup> party ongoing maintenance agreement directly with the OEM.

The onboard camera systems record audio and video for an average of up to a month depending on hours of actual bus operation. The Contractor will be responsible for retrieving requested data on occasion and conducting preventive maintenance activities during PM cycles.

Marin Transit is exploring integrating their onboard camera system with WiFi during the term of this contract. Marin Transit will work with the Contractor to coordinate equipment installations and provide training support to maintain any associated equipment with the Camera-WiFi integration.

- E. CONTRACTOR shall house networking equipment, provide necessary server rack space and cooling for the IT technology, and have sufficient internet data communications to support a minimum access to Marin Transit's web based data management system. CONTRACTOR shall provide all desktop computers to be used by dispatchers, supervisors, and data clerks to interact with TransTrack, Clipper, and GFI. CONTRACTOR is required to use any IT software package or hardware as directed by MCTD and for coordinating with MCTD on the proper staff training for use of said software/hardware.

### SEC. 313 FARE STRUCTURE

- A. **MCTD and CONTRACTOR Responsibilities.** The MCTD shall determine the fare rate and fare structure for Services. The MCTD reserves the right, in its discretion, to implement any fare adjustments deemed appropriate, subject to any required public hearing process. CONTRACTOR shall be responsible for implementing and complying with the MCTD's fare policy and structure.

- B. **Methods of Payment.** CONTRACTOR shall accept all means of payment and onboard MCTD pass sales approved from time to time by the MCTD, including, but not limited to, cash, passes, tickets, Clipper cards, and other electronic transit fare media. All methods of payment by passengers shall be recorded by each vehicle operator. The MCTD shall notify CONTRACTOR of all acceptable methods of payment. CONTRACTOR shall not accept methods of payment that have expired or are otherwise invalid, and shall compensate the MCTD for an inappropriate method of payment accepted. CONTRACTOR shall insure that passengers are required to show proper identification.

### SEC. 314 FARE COLLECTION

- A. **CONTRACTOR Obligations.**

- a. Fare Recording. CONTRACTOR's vehicle operators shall receive all fare payment into the MCTD supplied farebox or Clipper equipment and must verify that each passenger by boarding type (youth, senior, transfer, etc.) is accounted for. CONTRACTOR shall maintain the operation of the farebox and Clipper equipment to the satisfaction of the MCTD. Failure to pay a fare is considered a violation of MCTD policy and shall be reported by the vehicle operator.
- b. Revenue Collection and Deposit. CONTRACTOR will use the MCTD provided audit unit to receive and store farebox revenue. The Contractor will be responsible for emptying the vault weekly into a locking bag or other tamper-proof container (provided by MCTD) and preparing the funds for armored car pickup or taking the cash bag directly to the San Rafael Bank of Marin branch to be deposited into the MCTD designated account. The Bank of Marin is located at 999 Andersen Drive, Suite 190 in San Rafael. Revenue is to be counted by the bank. If Marin Transit finds a revenue discrepancy, the CONTRACTOR will be responsible for assisting in identifying and addressing the issue related to the source of the discrepancy.

- B. **Changes.** The MCTD may make changes to the fare collection and recording process. CONTRACTOR shall cooperate in implementing any such changes and shall implement appropriate procedures consistent with all such changes.

### SEC. 315 FUEL

- A. **CONTRACTOR Obligation.** The MCTD will provide CONTRACTOR with access to the fueling facilities at the Marin County Civic Center Fleet facility. CONTRACTOR is responsible for managing fuel cards and working within the County of Marin fueling guidelines with respect to fueling times and access to fuel islands. CONTRACTOR may choose to fuel vehicles on-site at their facility or off-site at a commercial facility.

In the event that CONTRACTOR chooses to fuel at locations other than the Marin County Civic Center or CONTRACTOR's on-site facilities, CONTRACTOR will need to receive prior approval for this practice, including a review of the contract and rates proposed by the vendor.

- B. **Usage and Reporting.** CONTRACTOR shall be responsible for verifying fuel deliveries and usage to adequately measure amounts of fuel received and dispensed and reported to MCTD. If CONTRACTOR fuels at locations other than the Marin County Civic Center, they shall submit delivery slips or invoices as proof of usage, per approval by MCTD, when seeking fuel reimbursement. CONTRACTOR shall also provide daily fueling records including mileage and fuel dispensed in TransTrack or another format designated by MCTD.

### SEC. 316 SAFETY, SECURITY, AND EMERGENCY MANAGEMENT PROGRAM

- A. **CONTRACTOR Obligations.** CONTRACTOR shall be responsible for the safety and security of the passengers and the Vehicles, Systems, and Equipment provided by the MCTD for the CONTRACTOR's use, and for providing a safe workplace for its employees in the performance of Vehicle and Equipment maintenance responsibilities. CONTRACTOR shall work cooperatively with MCTD staff, other contractors, and local, State and Federal representatives in developing and implementing safety and security procedures. CONTRACTOR shall provide MCTD with a copy of its Safety, Security, and Emergency Management Program (to be made part of this document as Attachment I). CONTRACTOR's Safety, Security, and Emergency Management Program will be complementary to any MCTD Emergency Response, Safety and Communications Plans.

B. **Emergency Preparedness Plan**

MCTD will work with the Contractor to develop, implement, and maintain an Emergency Preparedness Plan. The Emergency Preparedness Plan will be updated as necessary and submitted to Marin Transit on an annual basis. See Section 508 in this contract. The Emergency Preparedness Plan, at a minimum, shall address prioritizing requests for service during an emergency, Intra-agency and interagency communication and backup capabilities, staffing plan including essential personnel and staffing capable of multiple roles, a vehicle inventory, documentation procedures, communication protocols, and after-action evaluation. Contractor shall provide Marin Transit with a copy of its Emergency Preparedness Plan to be made part of this document as Attachment M.

C. **CONTRACTOR Personnel.**

- a. Responsible Staff. CONTRACTOR, as part of its Management Plan, shall designate its operations and safety/training managers to direct the CONTRACTOR's safety, system security and emergency preparedness programs. This staff person shall have sufficient training and experience to assist the MCTD in the coordination of emergency preparedness activities. The designated managers will complete the following National Incident Management System (NIMS) training courses within the first three months of the contract: IS-700-National Incident Management System, An Introduction and ICS100 – Introduction to the Incident Command System. Both courses are available through an interactive web-based program. Information on NIMS training is available at:  
[https://www.fema.gov/pdf/emergency/nims/nims\\_training\\_program.pdf](https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf)

MCTD will work with CONTRACTOR to identify appropriate emergency management training for staff and certification programs for designated managers.

- b. Attendance at Meetings. CONTRACTOR shall require its operations manager to participate, on behalf of CONTRACTOR, in regular meetings and special meetings with the MCTD as requested.
- c. Activities. CONTRACTOR shall be required to participate in activities in support of the MCTD's efforts to meet and prepare for emergencies. As directed by MCTD staff,

CONTRACTOR's operations manager shall participate in select exercises and training opportunities under the Marin County Emergency Operations Center. CONTRACTOR's managers assigned to system security and emergency preparedness shall coordinate these events with the designated MCTD staff and additional CONTRACTOR staff, if required, and shall arrange for the use of appropriate MCTD assets if needed.

- d. Training. CONTRACTOR shall ensure that training of all Managers, Supervisors and Front Line employees follows Federal, local, and state recommendations, and includes:
  - i. Training in emergency and incident response and personal security training (e.g., Drug Free Work Place Initiatives, Amber Alert and Community Safe House Programs, Employee Assistance Programs, and Workplace Violence Prevention and Awareness Programs); and
  - ii. Safety/OSHA related training (e.g., first aid, personal protective equipment, etc.).
- e. CONTRACTOR shall conduct refresher and/or re-training on an annual basis. CONTRACTOR shall maintain documentation of training and shall provide it to the MTCD upon request.

**D. Emergencies.**

- a. Response by CONTRACTOR. Upon verbal or written authorization from the MCTD Project Manager, CONTRACTOR shall respond to emergency situations within Marin County with CONTRACTOR personnel and MCTD-owned vehicles. In the event of a major emergency or natural disaster, such as a fire, flood, or man-made catastrophe, CONTRACTOR shall make labor, management, transportation, and communications resources available to the extent feasible for emergency assistance. Contractor will deploy vehicles as directed by MCTD or the Marin County Emergency Operations Center.
- b. Record keeping. MCTD will be obligated to compensate CONTRACTOR for emergency service that significantly exceeds the normal expense of operating the service. MCTD will provide CONTRACTOR with systems to document costs for paratransit staff hours, vehicle operating hours, and miles over and above the baseline cost of maintaining normal service.
- c. Safety. CONTRACTOR shall be responsible for the safety of its personnel and for any worker's compensation claims that might result from performance of emergency service.

- E. **Audits**. CONTRACTOR shall conduct a self-audit on safety, security, and emergency preparedness on an annual basis. CONTRACTOR shall also participate in periodic MTCD audits and monitoring. These audits/monitoring will be based upon Federal; State, and local programs and guidelines, audit results, and MTCD-established policies and procedures. The MTCD may conduct site visits of the Facilities at any time during the Contract Term for purposes of audits and monitoring. CONTRACTOR shall make available any and all records, files, logs and associated documentation to the MTCD's designated representatives as requested. CONTRACTOR shall also assist the MTCD during any local, State, or Federal safety or security audits.

- F. **Reporting**. CONTRACTOR shall be responsible for regular reporting of information to the MTCD relating to system safety and security. The following is a reference list of required reports and the timing of the report.

- a. Monthly.

- i. Security and Emergency Incident Report.
- ii. NTD Safety and Security Report.
- iii. Training sessions completed related to system safety and emergency. (Training should be classified as either CONTRACTOR-required or a Federal or State requirement.)

- b. Quarterly.

- a. Safety meeting agenda and minutes, including corrective actions taken as a result of items identified through the safety committee.

- c. Semi-Annually.
  - i. OSHA Hazard Analysis.
- d. Annually.
  - i. Results of annual self-audit.
  - ii. Year End Trend Analysis, to be included in Monthly Safety/Security incident Trend Analysis.

As other reports are required by local, State or Federal agencies, the CONTRACTOR will be notified of its responsibility to provide those reports and information.

- G. **Workplace Safety.** CONTRACTOR shall provide a safe workplace and safe working environment for all staff and all operations/maintenance activities, in accordance with required Federal, State, and local requirements. CONTRACTOR shall exercise reasonable care in discovering and preventing violations and in correcting identified hazards.

### SEC. 317 ADVERTISING

- A. **MCTD Rights and Responsibilities.** The MCTD shall be responsible for marketing, public relations, and advertising services, and its decisions on all such matters shall be final. The MCTD shall establish the terms and conditions of any interior or exterior advertising, including the selection of advertising contractors. Proceeds of any advertisement shall be the sole property of the MCTD.

#### B. **CONTRACTOR Obligations.**

- a. Cooperation. CONTRACTOR shall cooperate with the MCTD in the implementation of the MCTD's marketing and advertising activities.
- b. Rider Alerts. CONTRACTOR shall be responsible for posting, or otherwise making available on board, passenger information provided by the MCTD.
- c. Facilitation. CONTRACTOR shall make requested vehicles available at the assigned maintenance facilities for installation, repair and maintenance of advertising, upon a minimum of twenty-four (24) hour notice, unless it notifies the MCTD in advance that it cannot comply due to operational requirements. CONTRACTOR shall permit access to any Revenue Vehicles available in the yard for advertising activities so long as it does not impact service requirements.

### SEC. 318 COOPERATION WITH OTHER CONTRACTORS.

CONTRACTOR acknowledges that one or more other contractors of the MCTD have certain responsibilities regarding the provision of transit or paratransit services in Marin County. CONTRACTOR agrees to cooperate and coordinate fully with such other contractors when appropriate, and further agrees not to interfere with such other contractors in the performance of their respective duties.

## ARTICLE 4—COMPENSATION AND COMMERCIAL TERMS

### SEC. 401 COMPENSATION TO CONTRACTOR

- A. **Basis for Compensation.** All compensation to the CONTRACTOR for services under this Contract shall be in accordance with the Fixed Monthly Fee and the Revenue Hour Rate for each year of the Base Contract Term and for each option year, as set forth in Attachment A to this Contract.
- B. **Compensation for Fixed and Variable Costs.** CONTRACTOR's fixed costs shall be compensated monthly on the basis of a Fixed Monthly Fee in accordance with Attachment A. CONTRACTOR's variable costs for the operation of services and maintenance of the Revenue and Support Vehicles and Equipment, and associated services provided under this Contract, shall be compensated monthly on the basis of a Revenue Hour Rate in accordance with Attachment A.
- C. **Monthly Amount Payable.** The amount due to the CONTRACTOR each month for its services under this Contract will equal the sum of (1) the Fixed Monthly Fee; plus (2) the number of Revenue Hours actually operated in that month, multiplied by the applicable Revenue Hour

Rate. Any Special Services provided by the CONTRACTOR shall be compensated using the Revenue Hour Rate in effect at the time those services are provided. CONTRACTOR shall not invoice the MTCD for work not performed.

**D. Scope of Compensation.**

- a. **Inclusion in Rates.** Except as provided in paragraph (2) of this subsection, the compensation provided to the CONTRACTOR as described in this Section shall cover all costs of services provided and Work performed under this Contract, including (a) all costs of operating, maintaining, and repairing the Revenue Vehicles and replacing vehicle components and parts as necessary; (b) all costs of operating and maintaining and repairing the Support Vehicles (whether supplied by the MTCD or the Contractor) and replacing vehicle components and parts as necessary; (c) all costs of maintaining and repairing the Equipment provided by the MTCD; (d) the costs of purchasing or otherwise obtaining any Equipment, materials, and supplies (including spare parts and tires) necessary for the performance of services (other than Equipment provided by the MTCD); (e) all costs of training; (f) all costs associated with the implementation of the CONTRACTOR'S required plans and programs; (g) the cost of repairs and parts for vehicle accident damage; (h) all costs associated with the administration and enforcement of warranties; (j) all costs associated with the removal of hazardous materials; and (k) all costs of preparing vehicles for donation, disposal or removal from Revenue Service.
- b. **Exclusion from Rates.** CONTRACTOR shall not be responsible for (a) fuel costs of the Revenue Vehicles used in providing services under this Contract; and (b) engine and transmission overhauls as provided in Section 306B(g).

**E. Fixed Price Obligations.** CONTRACTOR'S Fixed Monthly Fee and Revenue Hour Rates set forth in Attachment A are firm fixed price amounts that are not subject to increase during the Base Contract Term or the option years. CONTRACTOR acknowledges and agrees that it assumes the risk of increases in the cost of doing business over the Base Contract Term and the option years, subject to any rate adjustments it may seek pursuant to Section 305F. However, in the event of an unanticipated and exceptional change in applicable law or regulations after the date of execution of this Contract that directly results in additional costs of providing operations and maintenance services hereunder, the CONTRACTOR may request that the MTCD allow an adjustment in its Fixed Monthly Fee or Service Hour Rate. The MTCD is not obligated to agree to such a request, but will review, discuss, and consider any such request in good faith.

**F. Price Summary.** CONTRACTOR'S Fixed Monthly Payment and Revenue Hour Rates are based upon the CONTRACTOR'S Detailed Base Year and Option Year Price Forms, which shall be utilized as provided in subsection G hereof.

**G. Total Cost Summary Information.** The Contractor's Detailed Base Year and Option Year Price Forms information may be used by the MTCD and the Contractor for the following purposes: (a) determination of disputes over costs or invoices; (b) determination of costs associated with change orders, service changes, or Contract amendments; (c) resolution of claims; (d) audits by the MTCD or other Federal or State agencies with audit authority; and (e) other Contract oversight purposes determined appropriate by the MTCD in its discretion.

**SEC. 402 INVOICES**

**A. In General.** During the term of the Contract, CONTRACTOR shall submit monthly invoices to the MCTD's Accounts Payable office, in the format prescribed by the MCTD, with appropriate documentation in accordance with this Section.

**B. Billing Process.**

- a. **Invoice.** CONTRACTOR shall submit an invoice to the MCTD for each month of service by the 10<sup>th</sup> of the following month. The monthly invoice shall (a) set forth the applicable Fixed Monthly Fee and Revenue Hour Rate; (b) specify the number of Revenue Hours operated in the month; (c) attach the monthly TransTrack report showing the specified number of Revenue Hours operated; and (d) calculate the total amount due.
- b. **Net Amount Payable.** The net amount payable to the CONTRACTOR for a month will be the total amount due under paragraph (B)(a), less the sum of: (a) any liquidated damages

assessed by the MCTD for that month under Section 403 hereof; (b) any fuel charges incurred by the MCTD related to operation of CONTRACTOR's other operations.

- c. Payment. Subject to subsection C hereof, the MCTD shall make payment within thirty (30) calendar days after each invoice is received and approved.
- d. Reservation of Rights. The MCTD reserves the right to obtain from the CONTRACTOR any information needed to support any charges included in an invoice.

C. **MCTD Review**. If the MCTD determines, based on its review of an invoice, that payment has been requested for services that were not provided in accordance with this Contract or that failed to meet service specifications, or if the MCTD otherwise questions or objects to the contents of an invoice, MCTD shall so notify CONTRACTOR and give CONTRACTOR the opportunity to correct the invoice or provide further necessary documentation or explanation within ten (10) calendar days. If such correction or documentation is not provided to the satisfaction of the MCTD within the identified time, the MCTD will withhold payment of the disputed amount and make payment of any undisputed amount due.

D. **Audits and Statements**.

a. Annual Statement. CONTRACTOR shall have prepared, within ninety (90) calendar days after each anniversary date of this Contract, an annual financial statement of its revenues and expenses. MCTD reserves the right to audit CONTRACTOR's annual statements.

b. Discretionary Audits. In addition to any audits of CONTRACTOR's financial statements performed under paragraph (a.), the MCTD reserves the right to conduct, at any time, an audit of any records of CONTRACTOR that are related directly or indirectly to the services provided under this Contract. The cost of any discretionary audit will be paid by the MCTD.

c. Adjustments. Any overpayment or underpayment uncovered in any audit under paragraph (a) or (b) may be charged or credited (as the case may be) against future amounts otherwise due to CONTRACTOR. Appropriate financial adjustments to future payments shall be made by the MCTD based upon any inconsistency, irregularity, discrepancy, under-billing, or unsubstantiated billing revealed as a result of any audit.

d. Notice to CONTRACTOR. Prior to withholding payment or deducting amounts from future invoices, the MCTD will give notice to CONTRACTOR and provide CONTRACTOR with an opportunity to state its position on the issue presented. Any dispute that cannot be resolved by CONTRACTOR and the MCTD is subject to resolution under Section 509.

E. **Address for Invoices**. Invoices for payment shall forwarded to:

Accounts Payable  
ap@marintransit.org  
Marin Transit  
711 Grand Avenue #110  
San Rafael CA 94901

Invoices shall be accompanied by any reports required by Section 501 of this Contract.

F. **Final Month Invoice**. The MCTD may, in its discretion, withhold all or any portion of the amounts due for the final month of service by CONTRACTOR, pending the resolution of any disputes, the successful completion of all transition requirements under Section 507, and the completion of the turnover audit process (including the performance of any necessary maintenance and repairs) under Section 306G hereof.

**SEC. 403 LIQUIDATED DAMAGES**

A. **Notification and Imposition of Liquidated Damages**.

a. **Notification Steps**. The MCTD intends to provide notice to CONTRACTOR for the first occurrence that can be the basis of the assessment of liquidated damages under subsection



C of this Section. Upon the occurrence of the second violation at any time during the Contract term, the MCTD intends to provide written notice to CONTRACTOR as a warning that liquidated damages will be assessed on the occurrence of another violation. A third violation shall be the basis of the imposition of the liquidated damages at issue.

Notwithstanding the preceding sentence: (a) the MCTD may, in its discretion, impose liquidated damages for any violation without following the three-step process described above; and (b) such three-step process shall not apply to vehicle maintenance liquidated damages under subsections C (3) and (4).

- b. Multiple Assessments. The MCTD does not intend to impose multiple liquidated damages under this Section for the same incident, occurrence, or other event, but retains the discretion to do so in appropriate circumstances.
- c. Moratorium. The MCTD shall not impose liquidated damages under this Section for the first ninety (90) days of the first year of the Base Contract Term, except for any liquidated damages that relate to violations of safety requirements.

**B. Deduction and Assessment of Liquidated Damages.**

a. Assessment by MCTD.

i. **Basis of Assessment.** The liquidated damages set forth in subsection A shall be calculated, assessed, and reported by the MCTD to CONTRACTOR on a monthly basis, in accordance with subparagraph (b) hereof. Liquidated damages shall be assessed on the basis of the information provided in CONTRACTOR's invoices, reports, and other documentation as required under this Contract, as well as through the various reporting mechanisms available to the MCTD, including Communications System reports, visual observations, inspections, ride checks, data surveys, passenger comments, and such other means the MCTD may utilize.

ii. **Notice.** The MCTD will provide CONTRACTOR with a listing of liquidated damages assessed each month, itemized by category and dollar amount. The MCTD will establish appropriate forms for such notification and assessment.

b. Response by CONTRACTOR.

- i. CONTRACTOR shall respond to the MCTD in writing within five (5) days of receipt of the notice of assessment of liquidated damages. CONTRACTOR shall have an opportunity to demonstrate to the MCTD that it made all reasonable efforts to comply with its contractual obligations and that its failure to comply was due to circumstances beyond the control of CONTRACTOR, or any person for whom CONTRACTOR is legally or contractually responsible, as consistent with the Force Majeure definition set out in Section 410D. The circumstances beyond CONTRACTOR's control do not include delays which may reasonably be anticipated on a daily basis on any given roadway or in any given area.
- ii. On the basis of CONTRACTOR's demonstration under subparagraph (a), the MCTD reserves the right to reduce or waive the liquidated damages at issue. In the absence of a sufficient demonstration from CONTRACTOR, all amounts of liquidated damages imposed under this Section shall be deducted by the MCTD from CONTRACTOR's next monthly invoice.

c. Agreement of CONTRACTOR. CONTRACTOR understands and agrees that if it fails to meet the schedule, maintenance, and other performance requirements of this Contract, the MCTD will suffer damages which cannot be quantified as of the date of execution of this Contract. CONTRACTOR hereby agrees to have deducted from its invoices, or to pay directly upon request, the liquidated damages amounts stated in this Section. CONTRACTOR further agrees that amounts payable under this Section are in the nature of liquidated damages and are not a penalty, and that such amounts are reasonable in light of the actual or anticipated harm incurred and the difficulties of proof of actual loss.

- C. **Categories of Liquidated Damages.** The following liquidated damages shall be assessed by the MCTD on CONTRACTOR for each failure to perform as described below.

#### Operating Liquidated Damages

Description of Violation	Penalty
1) Early Trips	\$500 per occurrence
2) Late Pull Outs (>10 minutes)	\$100 per occurrence
3) Missed Trips (>20 minutes)	Cost of trip + \$250
4) More than 5 Verified Complaints per Month	\$100 per additional complaint
5) Failure to Create or Submit Records or Reports	\$100 per report
6) Falsification of Reports	\$1,500
7) Failure to Input Data into TransTrack	\$100 per occurrence
8) Heating or Air Conditioning Failure in Service	\$75
9) Unsafe Operation of Vehicle	\$500
10) Misuse of Marin Transit Vehicle	\$1,000
11) Use of Cell Phone during Vehicle Operation	\$1,000
12) Operator Discourtesy	\$75
13) Operator not Wearing Seatbelt during Vehicle Operation	\$100
14) Operators not Adequately Trained or Failing to Properly Operate Fareboxes or Destination signs.	\$100
15) Schedules / Rider Alerts / Posters Not Available on Vehicles	\$75
16) Rider Alerts/ Posters not Posted on Vehicles	\$75
17) Radio Communication Not Maintained	\$100 per occurrence after two warnings
18) ADA Related Operator Error, e.g., Failure to Announce Stops, Failure to properly secure wheelchair.	\$250
19) Failure to Complete Operator Daily Pre-and Post-Trip Inspection	\$250
20) Negligence of Contractor Staff Resulting in Serious Injury to Passengers	\$1,000
21) Violation of DOT/FTA Guidelines of the Drug and Alcohol Policy and Program	\$1,000 per occurrence per day until resolved

#### Maintenance Liquidated Damages

Description of Violation	Penalty
1) Failure to Complete Scheduled Inspection/Oil Change/Lube Intervals/Engine Tune-Ups	\$150 per day
2) Failure to Maintain Clean Vehicles	\$100 per day
3) Failure to Complete Preventive Maintenance of Air Conditioning	\$75
4) Failure to Maintain a Sufficient Inventory of Spare Parts	\$150 per day bus out of service
5) Failure to Make Timely Repairs of Accident Damage	\$150 per day bus out of service
6) Failure to Make Timely Repairs of AVL, MDT, APC, or Camera systems	\$150 per occurrence
7) Failure to Maintain Clear Vehicle Maintenance Records	\$500 per occurrence
8) Failure to Providing Maintenance Reports to Marin Transit	\$150 per occurrence
9) Failing an Inspection by California Highway Patrol (CHP)	\$1500
10) Failing an Inspection by the California Air Resource Board (CARB)	\$1500

11) Safety Violations in Maintenance Yard or Vehicle Condition	\$500
12) Failure to Keep Wheelchair Lifts in Proper Working Condition	\$750 per vehicle per day
13) Failure to Remove Graffiti from Vehicles in a Timely Manner	\$750
14) Failure to Keep Glass and Windows in Proper Condition	\$100
15) Failure to Make Timely Repairs of Fareboxes	\$500 per vehicle per day

- D. **Reservation of Rights.** Neither the agreement of the MCTD to accept liquidated damages as compensation for its damages for CONTRACTOR's failure to perform, nor the imposition or assessment of any liquidated damages under this Section, shall affect any other rights and remedies of the MCTD under this Contract, including the right of the MCTD to terminate this Contract in accordance with the termination provisions hereof. In addition, in the event of a pattern of repeated failures by CONTRACTOR in any of the liquidated damages categories in subsection C, the MCTD may in its discretion double or triple the stated liquidated damage amount.

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

CONTRACTOR shall be responsible for the Revenue and Support Vehicles, Equipment, tires, supplies, and Facilities, whether owned by CONTRACTOR or the MCTD, used in the performance of the services under the Contract, and shall also be responsible for all losses or damages (whether or not the fault of CONTRACTOR) with respect to any such vehicles, equipment, tires, or supplies, subject to Normal Wear and Tear. In the event of damage to or loss of a Revenue Vehicle due to an accident, CONTRACTOR shall be responsible for replacement costs of the vehicle at the depreciated value of said vehicle at the time of loss.

#### SEC. 405 INSURANCE

- A. **Required Insurance.** CONTRACTOR shall carry and pay premiums for insurance of the types and with the limits of liability set forth in this subsection. Such insurance shall be maintained in effect at all times during the term of the Contract and shall cover all events occurring or arising during the term of the Contract (commonly known as tail coverage). The insurance required is as follows:
- a. Workers' Compensation Insurance, including Employers' Liability, with limits of not less than \$1,000,000, covering all of CONTRACTOR's employees engaged in work under the Contract as required under the Workers' Compensation Act of the State of California.
  - b. General Liability Insurance covering the occupied and utilized Facilities provided by the MCTD, other premises used for storage and maintenance of vehicles used in performance of the Contract, and bus stops, with limits of liability of not less than \$2,000,000 each occurrence combined single limit and \$10,000,000 general policy aggregate if applicable. Such liability insurance shall also include coverage for Personal Injury Liability, Contractual Liability, and Liability for Independent CONTRACTOR.
  - c. Automobile Liability Insurance covering all Revenue Vehicles and Support Vehicles used in connection with the work performed under the Contract, with limits of not less than \$10,000,000 each occurrence combined single limit for bodily injury and property damage.
  - d. Automobile Physical Damage Insurance on all MCTD-owned Revenue Vehicles covering collision and fire, theft, combined additional coverage with limits of liability not less than the actual cash value of the vehicle at time of loss or the cost to repair or replace with like kind and quality with deduction for depreciation. Deductibles shall not exceed \$50,000 for each loss, and MCTD shall be named Loss Payee under the policy. CONTRACTOR shall be responsible for payment of any loss under the deductible amount.
- B. **MCTD Coverage.** The MCTD (and its Governing Body, officers, employees and agents) shall be named as an additional insured via additional insured endorsement for all commercial coverage for all MCTD-owned or leased assets and for all liability coverage.
- C. **Notice.** All insurance policies required in this Section shall be endorsed to provide a sixty (60) calendar day written notice of cancellation, renewal, or material change to the MCTD.

- D. **Umbrella Policy.** The limits of liability as required under this Section may be provided by a single policy of insurance or a combination of policies including a so-called umbrella liability policy, subject to prior approval of the MCTD; provided that such umbrella policy provides all of the coverages required under subsection A.
- E. **Self-Insurance.** Self-insurance programs are subject to prior approval by the MCTD upon review of CONTRACTOR's financial capacity to provide such self-insurance. Any self-insurance program utilized by a CONTRACTOR must provide the MCTD with at least the same coverage, limits of liability, and protection as would be afforded by first dollar insurance meeting the requirements of this Section.
- F. **Minimum Insurance Requirements.** The types of insurance and limits of liability stated in this Section are the minimum acceptable to the MCTD and shall in no way be construed as a limitation of CONTRACTOR's liabilities and obligations arising out of the performance of the Contract.
- G. **Subcontractors.** CONTRACTOR shall require all subcontractors performing work under the Contract to carry insurance to the types and with limits of liability as CONTRACTOR shall deem appropriate and adequate. CONTRACTOR shall obtain and make available for inspection by the MCTD upon request Certificates of Insurance evidencing insurance coverages carried by such subcontractors.
- H. **MCTD Approval.** All insurance required to be maintained or provided by CONTRACTOR and subcontractors shall be with companies and through policies approved by the MCTD. All such Insurance Companies shall carry a Best's rating of A- or better Class VII and be licensed by the State of California. The MCTD has the right to inspect in person, prior to commencement of the work, all of CONTRACTOR's insurance policies in regard to required insurance coverages.
- I. **Certified Copies of Policies.** Proof that required insurance coverage exists shall be furnished to the MCTD in the form of certified copies of insurance policies within seven (7) Days after receipt of notice of Contract award. Renewal or replacement policies shall be furnished five (5) Days prior to the expiration date or termination date of any policy furnished in compliance with the requirements of the Contract.
- J. **MCTD Purchase of Insurance.** If at any time during the Contract term CONTRACTOR fails to provide the insurance required above, the MCTD reserves the right, but not the obligation, to purchase other insurance to protect the MCTD's interests, and to charge CONTRACTOR, or withhold from CONTRACTOR's payments, the full cost of such insurance, plus a five percent (5%) fee.

#### SEC. 406 INDEMNIFICATION

- A. **General Requirement.** CONTRACTOR agrees to protect, defend, indemnify and hold the MCTD, its Governing Body, officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by CONTRACTOR, any subcontractor of CONTRACTOR, or any person for whom CONTRACTOR is legally or contractually responsible, whether or not it is alleged or determined that the action on which the claim was based was caused by the negligence or willful misconduct of CONTRACTOR, any subcontractor, or any other person for whom CONTRACTOR is legally or contractually responsible. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, any tangible or intangible property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that CONTRACTOR was negligent, and without regard to whether such claim is groundless, false, or fraudulent.
- B. **Handling of Claims.** The MCTD agrees that it will notify CONTRACTOR in writing within ten (10) Days of receipt or notice of any claim described in subsection A; provided that the failure of the MCTD to so notify CONTRACTOR shall not relieve CONTRACTOR of any of its obligations under this Section. CONTRACTOR shall have the right to assume the defense of all claims that might be

threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the MCTD notifies CONTRACTOR that it elects to be represented by counsel of its own selection in connection with any such claim. If the MCTD elects to be represented by its own counsel, the MCTD will pay the costs of such representation. The MCTD shall provide such assistance (except financial) for the defense of any claim as may be reasonably required by CONTRACTOR. The MCTD shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of CONTRACTOR. CONTRACTOR agrees to inform the MCTD as to all correspondence and proceedings in respect to any claim as to which indemnity is sought and to consult with the MCTD with respect to all matters relating to any claim.

#### **SEC. 407 DISCLAIMER OF LIABILITY**

The MCTD will not hold harmless, defend or indemnify CONTRACTOR for any liability whatsoever.

#### **SEC. 408 TERMINATION FOR CONVENIENCE**

- A. **In General.** The performance of work under this Contract may be terminated by the MCTD in accordance with this Section in whole, or from time to time in part, whenever the MCTD determines that such termination is in the best interest of the MCTD. Any such termination shall be effected by delivery to CONTRACTOR of sixty (60) calendar days' advance written notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.
- B. **Actions Following Termination Notice.** Upon receipt of a notice of termination, and except as otherwise directed by the MCTD, CONTRACTOR shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or Facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the MCTD in the manner, at the times, and to the extent directed by the MCTD, all of the right, title and interest of CONTRACTOR under the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the MCTD, to the extent the MCTD may require, which approval or ratification shall be final for all the purposes of this Section; (6) transfer title to the MCTD and deliver in the manner, at the times, and to the extent, if any, directed by the MCTD, supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of the work terminated, and any information and other property which, if the Contract had been completed, would have been required to be furnished to the MCTD; (7) complete any such part of the work as shall not have been terminated by the notice of termination; and (8) take such action as may be necessary, or as the MCTD may direct, for the protection and preservation of the property related to the Contract which is in the possession of CONTRACTOR and in which the MCTD has or may acquire an interest. Payments by the MCTD to CONTRACTOR shall be made by the date of termination but not thereafter. Except as otherwise provided, settlement of claims by CONTRACTOR under this Section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.
- C. **Return of Vehicles.** Upon termination or completion of the contract, the CONTRACTOR will be responsible for returning all vehicles and equipment to Marin Transit in the condition in which they were received with the exception of normal wear and tear, including, but not limited to, body condition, system(s) condition and function, all ancillary equipment (intact and functional), and overall vehicle operation and performance. Ancillary equipment includes: bicycle racks; fareboxes (installed units, spare units, and parts inventory); farebox portable data units and audit units; MDT's, APC's, Clipper equipment (installed units and spare units), and any other Marin Transit provided equipment.

MCTD, at its discretion, may contract with a qualified, third-party vehicle inspection firm to assist in any return of vehicle turnover inspection process. Such a third-party inspector will conduct individual inspections on each vehicle (within its last preventive maintenance cycle) prior to the return of the vehicle to MCTD. Such inspections will ensure that any necessary repairs are completed and will require the Contractor to conduct any needed repairs. Once the CONTRACTOR is notified of any deficiencies requiring repair, the CONTRACTOR will have seven (7) days in which to complete those repairs.

#### SEC. 409 TERMINATION BY MUTUAL AGREEMENT

This Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Section 408 and Section 410, respectively.

#### SEC. 410 TERMINATION FOR DEFAULT

- A. **Events of Default.** The MCTD may, subject to the provisions of subsection B of this Section, by thirty (30) calendar days' advance written notice of default to CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:
- a. If CONTRACTOR fails to provide the services in the manner required by this Contract or in accordance with the performance standards articulated herein;
  - b. If CONTRACTOR fails to perform any of the provisions of this Contract in accordance with its terms; or
  - c. If CONTRACTOR fails to make progress in the prosecution of the work under the Contract as to endanger such performance.
- B. **Opportunity to Cure.** If the MCTD determines that an event of default has occurred, the MCTD shall provide CONTRACTOR with the opportunity to cure the default within thirty (30) calendar days after receipt of the default notice under subsection A; provided that the MCTD may, in its sole discretion, provide an additional period for cure if CONTRACTOR demonstrates to the satisfaction of the MCTD that there is a reasonable likelihood that such additional time will allow CONTRACTOR to effectuate a cure.
- C. **Procurement by MCTD.** If the MCTD terminates this Contract in whole or in part as provided in subsection A of this Section, the MCTD may procure, upon such terms and in such manner as the MCTD may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the MCTD for costs associated with the termination of this Contract and the procurement of replacement services by the MCTD, and also for any costs of the replacement supplies or services that are in excess of what the MCTD would have paid under the Contract in the absence of default from the date of termination to the expiration date of the Contract. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by CONTRACTOR and the MCTD are subject to resolution pursuant to Section 509 of this Contract.
- D. **Force Majeure.** CONTRACTOR shall not be liable for any failure to perform if CONTRACTOR demonstrates to the satisfaction of the MCTD that the failure to perform the Contract was due to events which were beyond the control and without the fault or negligence of CONTRACTOR and which could not have been avoided or prevented by due diligence and reasonable efforts of CONTRACTOR. Examples of such *Force Majeure* events include acts of God, civil disturbances, fire, war, floods, or other natural disasters, but do not include labor-related incidents, such as strikes or work stoppages.
- E. **Return of Vehicles.** Upon termination of the contract by default, the Contractor will be responsible for the return of vehicle and ancillary equipment in accordance with the return of vehicle provisions contained in Section 408.
- F. **Claims.** Except as otherwise provided, settlement of claims by CONTRACTOR under this termination clause shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.

#### SEC. 411 CANCELLATION OF CONTRACT

In any of the following cases, the MCTD shall have the right to cancel this Contract without expense to the MCTD: (1) CONTRACTOR is guilty of a knowing or intentional misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; (3) the Contract conflicts with any statutory or constitutional provision of the State of California or the United States; or (4) there is a change in ownership or control of CONTRACTOR after the date of Contract Award, and the MCTD has not approved the assignment of this Contract to the new owner or controlling entity. This section shall

not be construed to limit the MCTD's right to terminate this Contract for convenience or default, as provided in Sections 408 and 410.

#### **SEC. 412 SECTION 13(c) OBLIGATIONS**

- A. **In General.** Except as provided in subsection B of this Section, the MCTD shall be administratively and financially responsible for obligations under Section 13(c) of the Federal Transit Act (49 U.S.C. §5333(b)) and the applicable 13(c) labor protection arrangements.
- B. **CONTRACTOR Obligations.**
- a. **Collective Bargaining.** As MCTD's contractor and the employer of mass transit employees, CONTRACTOR is obligated to bargain collectively with any union representing its employees, and to comply with the terms and conditions of any collective bargaining agreement it enters into with such union. Any 13(c) claims relating to the failure of CONTRACTOR to comply with these obligations shall be the sole responsibility of CONTRACTOR.
- b. **Financial Liability.** CONTRACTOR shall have financial liability for any 13(c) claims or obligations that are created by acts or omissions of CONTRACTOR that are not directed by the MCTD. CONTRACTOR agrees that it is bound to the terms of the July 6, 2000 and March 27, 2003 13(c) Arrangements. In addition, CONTRACTOR shall cooperate with the MCTD (including the provision of payroll records and other information) in the resolution or defense of any 13(c) claims or disputes, and in the implementation of any 13(c) remedies.
- c. **Restrictions on Activities.** CONTRACTOR shall not assist or encourage any employee to file or otherwise pursue a 13(c) claim against the MCTD, or take any action which is contrary to the interests of the MCTD under 13(c) or its 13(c) arrangements or agreements, relating to the termination of services under this Contract, any future transition from CONTRACTOR to another service provider, or any other action or event relating to this Contract. If CONTRACTOR fails to comply with this obligation, CONTRACTOR shall be financially liable for all costs incurred by the MCTD (including attorneys' fees) associated with any 13(c) claims or delays in the receipt of Federal grants.

#### **ARTICLE 5—ADMINISTRATIVE AND MISCELLANEOUS PROVISIONS**

##### **SEC. 501 REPORTING**

- A. **CONTRACTOR Obligation.** In order to document services provided under the Contract, CONTRACTOR shall maintain all records requested by the MCTD and as required for good business practices. CONTRACTOR shall take appropriate steps to ensure the proper monitoring of service levels, and maintenance and operations activities related to the services provided under this Contract. CONTRACTOR shall permit authorized representatives of the MCTD to examine all data and records related to this Contract upon request or according to scheduled reporting periods.
- B. **Management Level Reporting.** CONTRACTOR shall provide management level reporting to the MCTD on a monthly basis that includes detailed information describing and quantifying the level of service and the quality of the service provided by CONTRACTOR. For specific service issues, CONTRACTOR shall, upon request of the MCTD, provide additional information. Either party may recommend, from time to time, additions, modifications, or deletions to the reports and reasonable requests shall be accommodated by CONTRACTOR.
- C. **Integrated Data Management System (TransTrack).** CONTRACTOR will provide all inputs and generate all of the reports described below using MCTD's integrated, web-based data collection system. The Data Management System is a customized version of the Web-based Transit Performance Manager™ software package developed by TransTrack Systems, Inc.®. CONTRACTOR will work with MCTD and their contractor, TransTrack, to ensure the proper data integration is set-up to automatically transfer data from CONTRACTOR automated reporting systems (e.g. GFI) on a regular basis to the system. Additional manual inputs such as vehicle maintenance and customer service records will be added daily by CONTRACTOR.

CONTRACTOR will be issued personalized access to the online system for each staff member that is assigned to entering and manage data in TransTrack. MCTD will control the permission levels for each staff member to ensure they have access to edit and review only relevant data to their function.

The CONTRACTOR is directly responsible for the following manual reporting and follow-up activities in the TransTrack system:

- Documenting and responding to customer service inquiries that area assigned to Contractor and documenting responses within the system;
- Documenting all daily service disruptions including the type of disruption, any impacts on service levels (adjustments to number of trips, changes in hours/miles), and any relevant description of the incident;
- Documenting all relevant information for any accident or safety and security incident;
- Documenting all relevant information for any roadcall or equipment failure that occurs during revenue service;
- Documenting all vehicle maintenance issues including when vehicles are not available for service due to maintenance issues, reason for unavailability, and when released for service, etc.;
- Documenting preventative maintenance by vehicle including type of service performed, mileage, etc. This report will match the Contractor's maintenance records and will be audited by MCTD on a random announced or unannounced basis.;
- Uploading vehicle fluid sample test results;
- Entering end of year vehicle mileage; and
- Maintaining an updated operator list

#### D. Required Reports.

CONTRACTOR is required to provide all of the reports described in this section at the frequency that is specified for each report. Some reporting requirements may change as MCTD's external reporting requirements change. These reports will be used to monitor performance along with MCTD staff field inspections and CONTRACTOR reporting.

- a. Daily Accident/Incident Report. A daily Accident/incident Report will be e-mailed to MCTD within 24 hours of each accident/incident occurring on a MCTD route. Any major accident involving injuries or significant damage to MCTD vehicles will be immediately reported through direct person-to-person contact, followed by a written summary of the accident/incident. Contractor is also responsible for inputting accident data into TransTrack.
- b. Passenger Complaints/Commendations. Passenger complaints and commendations will be entered directly into TransTrack software on an as received basis. In addition, Contractor is required to follow-up with customer complainant to notify them of complaint receipt and input at close of investigation input resolution into TransTrack. Monthly, MCTD will review entries in database and compile a summary report.
- c. Ridership Reports. A summary of actual revenue hours for each month will be included with the CONTRACTOR's invoice. This invoice will show schedule revenue hours by route and adjustments made to those routes due to added or missed service. This report should be submitted with ten (10) working days after the end of the month.
- d. Trip and Fare Reports. CONTRACTOR shall submit a Monthly Trip and Fare Report within ten (10) working days after the end of the month. This report will contain daily ridership by type, farebox revenue, revenue hours and miles, deadhead hours and miles, and other desired operating information by route.
- e. Monthly Road Call/Missed Trip/Incident Report. CONTRACTOR shall submit a monthly report of all road calls, missed trips, and incidents within ten (10) working days after the end of each month. Missed trips or major incidents shall also be reported to MCTD immediately via email.
- f. Quarterly Preventive Maintenance and Vehicle Mileage Update Reports. CONTRACTOR shall submit a Quarterly Preventive Maintenance (PM) Report to MCTD indicating the date and mileage for when the last PM was performed for each vehicle and the type of PM (e.g., "A", "B", LOF, Brake Inspection, HVAC Inspection) that was performed. This report will match the CONTRACTOR's maintenance records and will be audited by MCTD on a random announced or unannounced basis.



- g. FTA-National Transit Database (NTD) Reporting. In accordance with the Federal Transit Administration (FTA) guidelines, CONTRACTOR will be responsible for the tracking, collecting, and preparation of National Transit Database (NTD) report data. MCTD may also require passenger mile sampling, as required by NTD every three years. MCTD will work with CONTRACTOR for developing processes and procedures for collecting and reporting this data.
- h. Federal Triennial Reviews and NTD Reviews. CONTRACTOR will participate in Federal Triennial Reviews pertaining to Marin Transit. This will include NTD audits and Drug and Alcohol Program Reviews.
- i. Annual Drug and Alcohol MIS Report. CONTRACTOR (and any subcontractor(s)) shall prepare and submit their annual Management Information System (MIS) report online, as required by the FTA, and shall provide a signed original report to the MCTD no later than March 10 annually for the previous calendar year's drug and alcohol testing rates. The report must be in accordance with established Federal guidelines.
- j. Operator List. CONTRACTOR must maintain an updated list of all operators and backup operators within Marin Transit's TransTrack system. Any changes to the list (including reason for change, date of change) must be updated within Marin Transit's TransTrack system on a monthly basis.
- k. Special Reports. CONTRACTOR shall prepare and provide any special reports, or more detailed information, requested by the MCTD.

**E. Meetings**

CONTRACTOR shall meet with the MCTD Project Manager at least on a monthly basis and more frequently as necessary. Meetings with other key MCTD and CONTRACTOR staff will be held on a regular basis, as well as on an as needed basis. The MCTD shall include key CONTRACTOR staff in appropriate meetings related to service, planning, maintenance, and operations, as well as in circumstances in which the MCTD is contemplating the purchase of new equipment or systems or is making significant planning decisions.

**SEC. 502 COMPLAINT RESOLUTION**

**A. Customer Complaints.**

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

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

- a. Required CONTRACTOR Process. In the event MCTD requires assistance with or CONTRACTOR directly receives, Title VI or Americans with Disabilities Act (ADA) complaint, CONTRACTOR shall establish a process for the thorough and prompt consideration of all

Title VI and ADA complaints. The MCTD shall be immediately notified of any such complaints in writing. In addition, at a minimum, the process shall include the following:

- i. Intake procedures and complaint evaluation;
  - ii. passenger contact information;
  - iii. investigation, follow-up, and investigative reports (including the information described below in the description of report evaluation criteria in paragraph (2)); and
  - iv. proposed complaint resolution.
- b. Complaint Investigation. All Title VI and ADA passenger complaint investigative reports will be evaluated by the MCTD for compliance with Federal requirements. CONTRACTOR is responsible for assuring that each completed investigative report provides full and complete documentation for each of the following requirements:
- v. Statement of issues;
  - vi. Respondent's reply to each issue; and
  - vii. Findings of fact.
- c. **Complaint Resolution Plan.** Prior to implementation, CONTRACTOR shall submit its Title VI and ADA Complaint Resolution Plan to the MCTD for evaluation and approval.

#### **SEC. 503 ACCIDENT AND INCIDENT REPORTING**

In the event of an accident involving vehicle damage, property damage, passenger injury or fatality, an emergency, or other non-routine event, CONTRACTOR shall notify the MCTD Project Manager within one (1) hour after CONTRACTOR learns of such event. CONTRACTOR shall report all media inquiries or media on scene to the MCTD's Project Manager immediately. CONTRACTOR shall, if requested by the MCTD, follow up with specific details from the accident or incident investigation within three (3) hours from the time MCTD was originally notified. CONTRACTOR shall prepare all reports required by the Contract relating to such accident or other non-routine event. CONTRACTOR shall comply with all applicable laws and regulations in the case of any accident or other non-routine event. In addition, the Contractor shall be responsible for replacement costs in accordance with Section 404.

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

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

#### **SEC. 505 OWNERSHIP OF DOCUMENTS**

CONTRACTOR agrees that any and all information, in oral or written form, whether obtained from the MCTD, its agents or assigns, or other sources, or generated by CONTRACTOR pursuant to the Contract, shall not be used for any purpose other than fulfilling the requirements of this Contract. Any documents, reports, or data generated by CONTRACTOR (other than CONTRACTOR's internal documents) in connection with the performance of the Contract shall become the sole property of the MCTD, subject to any rights asserted by the FTA. CONTRACTOR may retain copies of such items for its files. CONTRACTOR shall not release any documents, reports, or data from this project without prior written consent of the MCTD.

#### **SEC. 506 REPLACEMENT SERVICES**

**A. Plan and Response.**

- a. **CONTRACTOR Plan.** In the event that CONTRACTOR is unable, due to any event not caused by the MCTD or not constituting a *Force Majeure* event under Section 410D of this Contract, to provide services in full compliance with the requirements of this Contract, CONTRACTOR shall deliver a plan to the MCTD within twenty-four (24) hours after the event detailing what actions will be taken and what the schedule will be to resume providing services in full compliance with the requirements of the Contract.
- b. **MCTD Response.** If CONTRACTOR has not resumed providing services in full compliance with the requirements of the Contract within fifteen (15) calendar days of the event, then the MCTD may obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as “replacement services”). The MCTD may utilize such replacement services as a substitute for all or any part of CONTRACTOR’s services, and may maintain such replacement services in effect until either: (a) CONTRACTOR is able to resume performance in full compliance with this Contract; or (b) the MCTD terminates CONTRACTOR and obtains a permanent replacement contractor.

**B. Liability; Limits on Compensation.** If the MCTD utilizes replacement services under this Section, CONTRACTOR shall be liable to the MCTD for (1) the actual amount by which the cost of such services exceeds the amount that would have been payable under this Contract for comparable services; plus (2) the administrative costs incurred by the MCTD in obtaining the replacement services. During the period in which any replacement services are provided, the only compensation payable to CONTRACTOR shall be for any Revenue Hours CONTRACTOR itself actually provides.

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

**SEC. 507 CONTINUITY OF SERVICES**

**A. CONTRACTOR Obligation.** CONTRACTOR recognizes that the services under the Contract are vital to the MCTD and must be continued without interruption and that, upon Contract expiration or termination, another entity, either the MCTD or another provider, may continue those services. CONTRACTOR agrees to: (1) fully cooperate in any procurement process conducted by the MCTD; (2) furnish phase-in training for the new contractor; and (3) exercise its best efforts and cooperate to effect an orderly and efficient transition to the subsequent provider (including, the provision of access to Revenue Vehicles and Facilities, and coordination of equipment transfers, and related actions).

**B. Transition Requirements.** CONTRACTOR shall, upon the MCTD’s written notice (1) furnish phase-in, phase-out services for up to ninety (90) calendar days after the Contract expire or terminates; and (2) negotiate in good faith a plan with the subsequent provider to determine the nature and extent of phase-in, phase-out service required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the MCTD’s approval. CONTRACTOR shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the Contract are maintained at the required level of proficiency.

**C. Compensation.** CONTRACTOR shall be reimbursed for all reasonable phase-in, phase-out costs that are incurred and not compensated by the MCTD under the method of compensation in this Contract, within the agreed period after Contract expiration or termination that directly result from phase-in, phase-out operations. At the end of the Contract Term, the MCTD may, in accordance with Section 402F, withhold any amount from the final invoice to CONTRACTOR determined by the MCTD to be due by CONTRACTOR to the MCTD as a result of CONTRACTOR’s phase out and a subsequent CONTRACTOR’s phase in of contract operations. The MCTD shall require its subsequent provider to indemnify CONTRACTOR for liability that directly results from CONTRACTOR’s phase-in, phase-out operations during such agreed period, provided that such indemnification shall not extend to liability that arises out of negligent or willful acts or omissions of CONTRACTOR. The MCTD shall also require the subsequent provider to name CONTRACTOR as an additional insured (without exclusions) for purposes of general liability coverage in the performance of phase-in, phase-out operations.

**SEC. 508 EMERGENCIES**

- A. **Emergency Preparedness Plan.** CONTRACTOR shall develop, implement, and maintain an Emergency Preparedness Plan and submit to the MCTD on an annual basis. At a minimum, the Plan shall address:
- a. The ability to prioritize service requests to manage resources during an emergency.
  - b. Intra-agency and interagency communication systems. Radio communications during emergencies. CONTRACTOR shall use landlines or mobile phones as a primary method of communication with MCTD and the Marin County Emergency Operation Center, as needed. MCTD has determined that MERA and other radios will be used as a backup method of communication. CONTRACTOR shall coordinate with MCTD to predetermine which backup method will be used in case landlines and mobile phones are not available.
  - c. Backup capabilities for communications, dispatch, and power supply, and access to fuel resources.
  - d. A plan to support staffing demands for expanded operations and identification of essential personnel.
  - e. An inventory of vehicles, total seating capacity, maximum number of securement positions, and personnel available to direct, support, and deliver service and identifies staff that can perform more than one role.
  - f. A process to determine staff that will actually report to work during a disaster.
  - g. Anticipating hours of service rules that apply to drivers holding a commercial driver's license.
  - h. Procedures for complete documentation of services provided.
  - i. After action evaluation of CONTRACTOR emergency response and application of lessons learned.

#### SEC. 509 DISPUTES

- DRAFT**
- A. **Applicability.** Any dispute between CONTRACTOR and the MCTD relating to the implementation or administration of this Contract shall be resolved in accordance with this Section.
- B. **Informal Resolution.** The Parties shall first attempt to resolve the dispute informally in meetings or communications between CONTRACTOR and the MCTD Project Manager. If the dispute remains unresolved fifteen (15) Days after it first arises, CONTRACTOR may request the MCTD Assistant General Manager to issue a recommended decision on the matter in dispute. The MCTD Assistant General Manager shall issue the recommended decision in writing within thirty (30) Days and provide a copy to CONTRACTOR.
- C. **Interim Review.** If CONTRACTOR contests the recommended decision of the MCTD Assistant General Manager, CONTRACTOR shall provide its reasons for contesting the decision and the decision shall be reviewed by the Deputy General Manager, who may modify or confirm the decision. The MCTD General Manager may, upon request of CONTRACTOR, review the action of the Deputy General Manager and may modify or confirm the Deputy General Manager's recommended decision.
- D. **Review by MCTD Governing Body.** The recommended decision of the MCTD shall become final unless, within fifteen (15) Days of receipt of such recommended decision, CONTRACTOR submits a written request for review of the decision to the MCTD Governing Body. In connection with any such review, CONTRACTOR and the MCTD General Manager shall be afforded an opportunity to be heard and to offer evidence on the issues presented. If the dispute remains unresolved after review and CONTRACTOR objects to the decision issued by the MCTD Governing Body, CONTRACTOR may seek judicial resolution of the dispute in the Eighth Judicial District Court of California. Prior to seeking judicial resolution in the Eighth Judicial District Court, the parties may mutually agree to mediate the dispute.
- E. **CONTRACTOR Responsibility.** Pending final resolution of a dispute under this Section, CONTRACTOR shall proceed diligently with performance in accordance with this Contract and the MCTD's recommended decision.

#### SEC. 510 INSPECTION OF WORK

- A. **Right to Inspect.** All work (which term in this Section includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and testing by the MCTD to the extent practicable at all times and places during the term of this Contract. All inspections by the MCTD shall be made in

such a manner as to not unduly delay the work. The MCTD shall have the right to enter the premises used by CONTRACTOR for the purpose of inspecting and auditing all data and records which pertain to CONTRACTOR's performance under this Contract, and observing management and operational practices. The MCTD shall also have the right to enter the premises used by CONTRACTOR for the purpose of inspecting vehicles that are used to provide services under this Contract.

- B. **Corrections and Adjustments.** If any work performed is not in conformity with the requirements of the Contract, the MCTD shall have the right to require CONTRACTOR to perform the work again in conformity with such requirements at no cost to the MCTD. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, the MCTD shall have the right to: (1) require CONTRACTOR to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, and (2) reduce the Contract price to reflect the reduced value of the work performed; or (3) assess appropriate liquidated damages. In the event CONTRACTOR fails promptly to perform the work again or take necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, the MCTD shall have the right to either by contract or otherwise have the work performed in conformity with the Contract requirements and charge to CONTRACTOR any costs to the MCTD that are directly related to the performance of such work, or terminate the Contract for default as provided in Section 410.

#### **SEC. 511 SUBCONTRACTING OF CONTRACT WORK AND TRANSFER OF INTERESTS**

- A. **Requirement for MCTD Approval.** CONTRACTOR may not enter into any subcontract without the prior written approval of the MCTD, which will not be unreasonably withheld. In any case in which CONTRACTOR desires to subcontract, it shall provide the MCTD with all proposed subcontracting agreements and documents (including scope of work and terms of compensation). If permitted to subcontract, CONTRACTOR shall be fully responsible for all work performed by its subcontractors. Any approval of a subcontract shall not be construed as making the MCTD a party to such subcontract, giving the subcontractor privity of contract with the MCTD, or subjecting the MCTD to liability of any kind to any subcontractor. Further, the entering into of a subcontract shall not, under any circumstances, relieve CONTRACTOR of its liability and obligations under this Contract and all transactions with the MCTD must be through CONTRACTOR.
- B. **Effect of Subcontracting.** CONTRACTOR may not, by subcontract, modify its obligation to perform in full accordance with its Proposal, change its Key Personnel, alter any of its required programs, or otherwise modify the basis upon which CONTRACTOR was selected and the Contract award made. Any action of CONTRACTOR in violation of the preceding sentence shall constitute a breach of the Contract and an act of default.
- C. **Required Subcontract Terms.** CONTRACTOR shall include in each subcontract (at all tiers) appropriate terms and conditions to ensure that the subcontractor shall have the same duties and obligations to CONTRACTOR for its work that CONTRACTOR has to the MCTD for such work under this Contract, that the subcontractors shall perform all of its work in full compliance with the requirements and standards of this Contract, and that the subcontractor shall comply with the other applicable provisions of this Contract, including the Federal laws and regulations identified in Attachment J.
- D. **Assignment.** There shall be no assignment/transfer of interests or delegation of CONTRACTOR's rights, duties, or responsibilities under this Contract, except at the direction or with the prior written approval of the MCTD.

#### **SEC. 512 INDEPENDENT CONTRACTOR**

Under the terms of the Contract, CONTRACTOR is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than MCTD employees, assisting in the performance of its services. CONTRACTOR agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, workers' compensation, and all other requirements relating to such matters. CONTRACTOR agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of the Contract.

#### **SEC. 513 LICENSING, PERMITS, AND TAXES**

CONTRACTOR shall be appropriately licensed for the work required pursuant to this Contract. The cost for any required licenses or permits shall be the responsibility of CONTRACTOR. CONTRACTOR shall be liable for any and all taxes due as a result of the Contract.

**SEC. 514 LACK OF FUNDS**

- A. **Funding Requirement.** Entering into the Contract is subject to receipt by the MCTD of local and Federal funds adequate to carry out the provisions in full.
- B. **Cancellation or Reductions.** The MCTD may cancel or reduce the amount of service to be rendered if the MCTD determines that such action is in the MCTD's best interests, or there will be a lack of funding available for the service. In such event, the MCTD will notify CONTRACTOR in writing thirty (30) calendar days in advance of the date such cancellation or reduction is to be effective. A cancellation of the Contract for Lack of Funds will be processed in accordance with the Termination for Convenience provisions of Section 408. If a reduction in Contract services for Lack of Funds results in a decrease in Revenue Hours in a Contract Year in excess of the applicable percentage set forth in Section 305F(a)(i), the service change shall be processed in accordance with subsection F of Section 305, Allowable Service Changes.

**SEC. 515 CONFLICT OF INTEREST**

- A. **General Rule for MCTD Employees.** No employee, officer, agent, immediate family member or Board member of the MCTD shall participate in the selection, award, or administration of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:
  - a. The employee, officer, agent or Board member,
  - b. Any member of the employee's immediate family;
  - c. The employee's business partner; or
  - d. An organization that employs, or is about to employ, any of the above.
- B. **Gratuities.** The MCTD's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or other parties to sub agreements.

**SEC. 516 DEBARRED**

CONTRACTOR has provided the MCTD with a certification addressing its debarment and suspension status and that of its principals. CONTRACTOR shall promptly inform the MCTD of any change in the suspension or debarment status of CONTRACTOR or its principals during the term of this Contract.

**SEC. 517 ANTIDISCRIMINATION AND EEO REQUIREMENTS**

- A. **General Requirements.** CONTRACTOR shall not in any way, directly or indirectly, in the performance of this Contract, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.
- B. **Compliance with EEO Requirements.**
  - a. **CONTRACTOR Duty.** CONTRACTOR shall comply with all EEO Program requirements in FTA Circular 4704.1, Equal Employment Opportunity Program Guidelines, or any updated version thereof.
  - b. **Cooperation in Audits.** CONTRACTOR shall cooperate in any audits performed by FTA and shall cooperate with and assist the MCTD in the monitoring and auditing program requirements including permitting the MCTD to perform onsite inspections for the program administration/management guidelines, and procedures. This requirement shall include providing the MCTD with copies of records related to CONTRACTOR's EEO efforts prior to each site visit.
  - c. **EEO Plan.** CONTRACTOR shall, no later than thirty (30) days after the end of each calendar year, prepare and submit to the MCTD, an EEO Plan (if applicable) or confirm in writing that

the copy on file with the MCTD is the most active plan. The plan shall be consistent with established Federal guidelines.

- d. Program Amendments. CONTRACTOR shall comply with all program amendments as required by the FTA and/or the MCTD and all applicable Federal and State mandates.

**SEC. 518 COMPLIANCE WITH LAWS AND REGULATIONS**

CONTRACTOR shall give all notices and comply with all Federal, State, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of this Contract and the Federal laws, regulations and requirements specified in Attachment J to this Contract. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, CONTRACTOR shall furnish to the MCTD General Manager certificates of compliance with all such laws, orders, and regulations.

**SEC. 519 WAIVER OF TERMS OR CONDITIONS**

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

**SEC. 520 INTERPRETATION, JURISDICTION, AND VENUE**

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of California. CONTRACTOR hereby consents and submits to the jurisdiction of the appropriate courts of California or of the United States having jurisdiction in California for adjudication of any suit or cause of action arising under or in connection with the Contract documents, or the performance of such Contract, and agrees that any such suit or cause of action may be brought in any such court.

**SEC. 521 CONSTRUCTION**

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

**SEC. 522 OFFICIAL RECEIPT**

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

**Marin Transit**  
711 Grand Ave., Suite 110  
San Rafael, California 94901

Communications to CONTRACTOR shall be addressed as follows:

**Marin Airporter**  
8 Lovell Avenue  
San Rafael, California 94901

**SEC. 523 RESTRICTIONS ON ASSIGNMENT**

This Contract or any portion hereof shall not be assigned, nor shall the interests, rights, duties or responsibilities of CONTRACTOR be transferred or delegated, unless the MCTD in its sole discretion grants prior written approval thereto. This provision extends to any purchase, merger, or consolidation (in whole or in part), and to any change in control, which would cause CONTRACTOR’s responsibilities under this Contract to be transferred to or assumed by a new, different, or restructured entity. This provision is separate and apart from the provisions concerning subcontracting set forth in Section 511.

**SEC. 524 SEVERABILITY**

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

**SEC. 525 ENTIRE AGREEMENT; AMENDMENT REQUIRED**

This Contract constitutes the entire agreement between CONTRACTOR and the MCTD, and supersedes all prior negotiations, agreements, and understandings with respect thereto. No change, modification, or amendment to the obligations or responsibilities of the parties under the terms of this Contract shall be effective unless it is made by written Amendment, considered and approved by the MCTD Governing Body, and duly executed by both parties.

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

MARIN COUNTY TRANSIT DISTRICT

MARIN AIRPORTER

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

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

**DRAFT**



**ATTACHMENT A      COMPENSATION**

Marin Transit Price Summary

Price per Revenue Hour	Base Contract Years				Option Years		
	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY31/32
Hourly Rate	\$107.66	\$113.52	\$118.28	\$123.37	\$128.87	\$134.45	\$140.27
Fixed Monthly Fee	\$387,440	\$410,367	\$425,971	\$446,299	\$466,745	\$489,247	\$512,733

One Time Costs

Start-Up Expense

Item	Cost
Truck & Power Washer for bus stop maintenance	\$40,000

**DRAFT**

## Attachment A

## Detailed Price Form (Base Year 1 FY 2025/26)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 25/26	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	88,000	99,000	110,000	121,000	132,000
VARIABLE COST ELEMENTS					
Operator Wages	5,513,378	6,161,535	6,809,692	7,457,849	8,106,006
Operator Fringe Benefits	2,335,656	2,530,103	2,724,550	2,918,997	3,113,444
Uniforms	33,052	37,184	41,315	45,447	49,579
Workers Comp	257,038	287,293	317,548	347,803	378,058
Payroll Tax	661,605	739,384	817,163	894,942	972,721
Depreciation	39,600	39,600	39,600	39,600	39,600
Vehicle Lubricants (excluding fuel)	73,407	82,582	91,758	100,934	110,109
Other Maintenance Costs (excluding labor)	754,320	857,143	959,965	1,062,787	1,165,608
Corporate Overhead					
Other Operating Costs (please specify):					
DOT Physicals/Drug Screens	32,447	36,503	40,559	44,616	48,672
TOTAL VARIABLE COST ELEMENTS	9,700,503	10,771,327	11,842,151	12,912,974	13,983,797
PRICE PER REVENUE HOUR	\$110.23	\$108.80	\$107.66	\$106.72	\$105.94
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)	2,726,955	2,726,955	2,726,955	2,726,955	2,726,955
Office Expenses	50,346	50,346	50,346	50,346	50,346
Safety Expenses					
Recruiting Expenses	44,464	50,222	55,580	55,580	55,580
Training Expenses					
Non-Maintenance Vehicle Expenses	21,122	21,122	21,122	21,122	21,122
Maintenance/Storage Base	249,553	249,553	249,553	249,553	249,553
Utilities	47,225	47,225	47,225	47,225	47,225
Telephones	7,685	7,685	7,685	7,685	7,685
Cell Phones/Pagers/Radios	50,441	50,441	50,441	50,441	50,441
Insurance/Liability	875,074	875,074	875,074	875,074	875,074
Information Technology Expenses	20,304	20,304	20,304	20,304	20,304
Profit	350,000	350,000	350,000	350,000	350,000
Other (please specify)					
Professional Services (Accounting, legal, etc.)	195,000	195,000	195,000	195,000	195,000
TOTAL ANNUAL FIXED FEE	4,638,169	4,643,927	4,649,285	4,649,285	4,649,285
MONTHLY FIXED FEE	\$386,514	\$386,994	\$387,440	\$387,440	\$387,440

## Attachment A

## Detailed Price Form (Base Year 2 FY 2026/27)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 26/27	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	88,000	99,000	110,000	121,000	132,000
VARIABLE COST ELEMENTS					
Operator Wages	5,785,640	6,466,206	7,146,771	7,827,336	8,507,901
Operator Fringe Benefits	2,463,244	2,667,414	2,871,583	3,075,753	3,279,922
Uniforms	34,374	38,671	42,968	47,265	51,562
Workers Comp	282,742	316,022	349,303	382,583	415,864
Payroll Tax	694,277	775,945	857,613	939,280	1,020,948
Depreciation	39,600	39,600	39,600	39,600	39,600
Vehicle Lubricants (excluding fuel)	75,609	85,060	94,511	103,962	113,413
Other Maintenance Costs (excluding labor)	838,021	940,824	1,043,624	1,146,427	1,249,230
Corporate Overhead					
Other Operating Costs (please specify):					
DOT Physicals/Drug Screens	33,421	37,598	41,776	45,954	50,132
TOTAL VARIABLE COST ELEMENTS	10,246,927	11,367,340	12,487,749	13,608,160	14,728,571
PRICE PER REVENUE HOUR	\$116.44	\$114.82	\$113.52	\$112.46	\$111.58
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)	2,856,994	2,856,994	2,856,994	2,856,994	2,856,994
Office Expenses	52,360	52,360	52,360	52,360	52,360
Safety Expenses					
Recruiting Expenses	44,464	50,222	55,580	55,580	55,580
Training Expenses					
Non-Maintenance Vehicle Expenses	21,966	21,966	21,966	21,966	21,966
Maintenance/Storage Base	259,535	259,535	259,535	259,535	259,535
Utilities	49,114	49,114	49,114	49,114	49,114
Telephones	7,992	7,992	7,992	7,992	7,992
Cell Phones/Pagers/Radios	52,459	52,459	52,459	52,459	52,459
Insurance/Liability	1,003,103	1,003,103	1,003,103	1,003,103	1,003,103
Information Technology Expenses	20,304	20,304	20,304	20,304	20,304
Profit	350,000	350,000	350,000	350,000	350,000
Other (please specify)					
Professional Services (Accounting, legal, etc.)	195,000	195,000	195,000	195,000	195,000
TOTAL ANNUAL FIXED FEE	4,913,291	4,919,049	4,924,407	4,924,407	4,924,407
MONTHLY FIXED FEE	\$409,441	\$409,921	\$410,367	\$410,367	\$410,367

## Detailed Price Form (Base Year 3 FY 2027/28)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 27/28	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	88,000	99,000	110,000	121,000	132,000
VARIABLE COST ELEMENTS					
Operator Wages	6,016,421	6,724,209	7,431,997	8,139,784	8,847,572
Operator Fringe Benefits	2,535,533	2,747,869	2,960,205	3,172,541	3,384,878
Uniforms	35,405	39,831	44,257	48,683	53,109
Workers Comp	311,016	347,625	384,233	420,842	457,450
Payroll Tax	721,971	806,905	891,840	976,774	1,061,709
Depreciation	39,600	39,600	39,600	39,600	39,600
Vehicle Lubricants (excluding fuel)	77,877	87,611	97,346	107,080	116,815
Other Maintenance Costs (excluding labor)	896,065	1,007,146	1,118,826	1,229,310	1,340,391
Corporate Overhead					
Other Operating Costs (please specify):					
DOT Physicals/Drug Screens	34,423	38,726	43,029	47,333	51,636
<b>TOTAL VARIABLE COST ELEMENTS</b>	<b>10,668,311</b>	<b>11,839,523</b>	<b>13,011,333</b>	<b>14,181,947</b>	<b>15,353,160</b>
<b>PRICE PER REVENUE HOUR</b>	<b>\$121.23</b>	<b>\$119.59</b>	<b>\$118.28</b>	<b>\$117.21</b>	<b>\$116.31</b>
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)	2,928,023	2,928,023	2,928,023	2,928,023	2,928,023
Office Expenses	54,454	54,454	54,454	54,454	54,454
Safety Expenses					
Recruiting Expenses	44,464	50,222	55,580	55,580	55,580
Training Expenses					
Non-Maintenance Vehicle Expenses	22,810	22,810	22,810	22,810	22,810
Maintenance/Storage Base	269,917	269,917	269,917	269,917	269,917
Utilities	51,079	51,079	51,079	51,079	51,079
Telephones	8,312	8,312	8,312	8,312	8,312
Cell Phones/Pagers/Radios	54,557	54,557	54,557	54,557	54,557
Insurance/Liability	1,101,613	1,101,613	1,101,613	1,101,613	1,101,613
Information Technology Expenses	20,304	20,304	20,304	20,304	20,304
Profit	350,000	350,000	350,000	350,000	350,000
Other (please specify)					
Professional Services (Accounting, legal, etc.)	195,000	195,000	195,000	195,000	195,000
<b>TOTAL ANNUAL FIXED FEE</b>	<b>5,100,533</b>	<b>5,106,291</b>	<b>5,111,649</b>	<b>5,111,649</b>	<b>5,111,649</b>
<b>MONTHLY FIXED FEE</b>	<b>\$425,044</b>	<b>\$425,524</b>	<b>\$425,971</b>	<b>\$425,971</b>	<b>\$425,971</b>

## Detailed Price Form (Base Year 4 FY 2028/29)

BUDGET ITEM	80% of Base Year	90% of Base Year	Base Year FY 28/29	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS	88,000	99,000	110,000	121,000	132,000
VARIABLE COST ELEMENTS					
Operator Wages	6,255,913	6,992,013	7,728,112	8,464,211	9,200,310
Operator Fringe Benefits	2,636,906	2,857,736	3,078,566	3,299,395	3,520,225
Uniforms	36,467	41,026	45,585	50,143	54,702
Workers Comp	342,118	382,387	422,656	462,926	503,195
Payroll Tax	750,710	839,042	927,373	1,015,705	1,104,037
Depreciation	39,600	39,600	39,600	39,600	39,600
Vehicle Lubricants (excluding fuel)	80,213	90,240	100,266	110,293	120,319
Other Maintenance Costs (excluding labor)	947,259	1,065,664	1,184,744	1,302,471	1,420,874
Corporate Overhead					
Other Operating Costs (please specify):					
DOT Physicals/Drug Screens	35,456	39,888	44,320	48,753	53,185
<b>TOTAL VARIABLE COST ELEMENTS</b>	<b>11,124,642</b>	<b>12,347,595</b>	<b>13,571,223</b>	<b>14,793,497</b>	<b>16,016,448</b>
<b>PRICE PER REVENUE HOUR</b>	<b>\$126.42</b>	<b>\$124.72</b>	<b>\$123.37</b>	<b>\$122.26</b>	<b>\$121.34</b>
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)	3,045,370	3,045,370	3,045,370	3,045,370	3,045,370
Office Expenses	56,632	56,632	56,632	56,632	56,632
Safety Expenses					
Recruiting Expenses	44,464	50,222	55,580	55,580	55,580
Training Expenses					
Non-Maintenance Vehicle Expenses	23,654	23,654	23,654	23,654	23,654
Maintenance/Storage Base	280,713	280,713	280,713	280,713	280,713
Utilities	53,122	53,122	53,122	53,122	53,122
Telephones	8,645	8,645	8,645	8,645	8,645
Cell Phones/Pagers/Radios	56,739	56,739	56,739	56,739	56,739
Insurance/Liability	1,209,829	1,209,829	1,209,829	1,209,829	1,209,829
Information Technology Expenses	20,304	20,304	20,304	20,304	20,304
Profit	350,000	350,000	350,000	350,000	350,000
Other (please specify)					
Professional Services (Accounting, legal, etc.)	195,000	195,000	195,000	195,000	195,000
<b>TOTAL ANNUAL FIXED FEE</b>	<b>5,344,472</b>	<b>5,350,230</b>	<b>5,355,588</b>	<b>5,355,588</b>	<b>5,355,588</b>
<b>MONTHLY FIXED FEE</b>	<b>\$445,373</b>	<b>\$445,853</b>	<b>\$446,299</b>	<b>\$446,299</b>	<b>\$446,299</b>

## Detailed Price Form (Option Year 1 FY 2029/30)

BUDGET ITEM	80% of Opt. Year	90% of Opt. Year	Opt. Year FY 29/30	110% of Opt. Year	120% of Opt. Year
ANNUAL REVENUE HOURS	88,000	99,000	110,000	121,000	132,000
<b>VARIABLE COST ELEMENTS</b>					
Operator Wages	6,504,465	7,270,008	8,035,551	8,801,094	9,566,638
Operator Fringe Benefits	2,738,009	2,967,672	3,197,335	3,426,998	3,656,661
Uniforms	37,561	42,257	46,952	51,648	56,343
Workers Comp	376,329	420,626	464,922	509,218	553,515
Payroll Tax	780,536	872,401	964,266	1,056,131	1,147,997
Depreciation	39,600	39,600	39,600	39,600	39,600
Vehicle Lubricants (excluding fuel)	82,620	92,947	103,274	113,602	123,929
Other Maintenance Costs (excluding labor)	1,022,704	1,149,852	1,277,698	1,404,150	1,531,299
Corporate Overhead					
Other Operating Costs (please specify):					
DOT Physicals/Drug Screens	36,519	41,085	45,650	50,215	54,780
<b>TOTAL VARIABLE COST ELEMENTS</b>	<b>11,618,343</b>	<b>12,896,448</b>	<b>14,175,249</b>	<b>15,452,656</b>	<b>16,730,762</b>
<b>PRICE PER REVENUE HOUR</b>	<b>\$132.03</b>	<b>\$130.27</b>	<b>\$128.87</b>	<b>\$127.71</b>	<b>\$126.75</b>
<b>FIXED FEE COST ELEMENTS</b>					
Personnel Costs (excluding operators)	3,152,757	3,152,757	3,152,757	3,152,757	3,152,757
Office Expenses	58,898	58,898	58,898	58,898	58,898
Safety Expenses					
Recruiting Expenses	44,464	50,222	55,580	55,580	55,580
Training Expenses					
Non-Maintenance Vehicle Expenses	24,498	24,498	24,498	24,498	24,498
Maintenance/Storage Base	291,942	291,942	291,942	291,942	291,942
Utilities	55,247	55,247	55,247	55,247	55,247
Telephones	8,990	8,990	8,990	8,990	8,990
Cell Phones/Pagers/Radios	59,009	59,009	59,009	59,009	59,009
Insurance/Liability	1,328,711	1,328,711	1,328,711	1,328,711	1,328,711
Information Technology Expenses	20,304	20,304	20,304	20,304	20,304
Profit	350,000	350,000	350,000	350,000	350,000
Other (please specify)					
Professional Services (Accounting, legal, etc.)	195,000	195,000	195,000	195,000	195,000
<b>TOTAL ANNUAL FIXED FEE</b>	<b>5,589,819</b>	<b>5,595,577</b>	<b>5,600,935</b>	<b>5,600,935</b>	<b>5,600,935</b>
<b>MONTHLY FIXED FEE</b>	<b>\$465,818</b>	<b>\$466,298</b>	<b>\$466,745</b>	<b>\$466,745</b>	<b>\$466,745</b>

## Attachment A

## Detailed Price Form (Option Year 2 FY 2030/31)

BUDGET ITEM	80% of Opt. Year	90% of Opt. Year	Opt. Year FY 30/31	110% of Opt. Year	120% of Opt. Year
ANNUAL REVENUE HOURS	88,000	99,000	110,000	121,000	132,000
<b>VARIABLE COST ELEMENTS</b>					
Operator Wages	6,765,039	7,561,204	8,357,369	9,153,533	9,949,698
Operator Fringe Benefits	2,845,577	3,084,427	3,323,276	3,562,126	3,800,975
Uniforms	38,688	43,525	48,361	53,197	58,034
Workers Comp	413,962	462,688	511,414	560,140	608,866
Payroll Tax	811,805	907,344	1,002,884	1,098,424	1,193,964
Depreciation	39,600	39,600	39,600	39,600	39,600
Vehicle Lubricants (excluding fuel)	85,098	95,735	106,373	117,010	127,647
Other Maintenance Costs (excluding labor)	1,074,915	1,214,008	1,353,623	1,492,194	1,631,286
Corporate Overhead					
Other Operating Costs (please specify):					
DOT Physicals/Drug Screens	37,615	42,317	47,019	51,722	56,424
<b>TOTAL VARIABLE COST ELEMENTS</b>	<b>12,112,299</b>	<b>13,450,849</b>	<b>14,789,919</b>	<b>16,127,946</b>	<b>17,466,494</b>
<b>PRICE PER REVENUE HOUR</b>	<b>\$137.64</b>	<b>\$135.87</b>	<b>\$134.45</b>	<b>\$133.29</b>	<b>\$132.32</b>
<b>FIXED FEE COST ELEMENTS</b>					
Personnel Costs (excluding operators)	3,272,376	3,272,376	3,272,376	3,272,376	3,272,376
Office Expenses	61,254	61,254	61,254	61,254	61,254
Safety Expenses					
Recruiting Expenses	44,464	50,222	55,580	55,580	55,580
Training Expenses					
Non-Maintenance Vehicle Expenses	25,342	25,342	25,342	25,342	25,342
Maintenance/Storage Base	303,619	303,619	303,619	303,619	303,619
Utilities	57,456	57,456	57,456	57,456	57,456
Telephones	9,350	9,350	9,350	9,350	9,350
Cell Phones/Pagers/Radios	61,369	61,369	61,369	61,369	61,369
Insurance/Liability	1,459,314	1,459,314	1,459,314	1,459,314	1,459,314
Information Technology Expenses	20,304	20,304	20,304	20,304	20,304
Profit	350,000	350,000	350,000	350,000	350,000
Other (please specify)					
Professional Services (Accounting, legal, etc.)	195,000	195,000	195,000	195,000	195,000
<b>TOTAL ANNUAL FIXED FEE</b>	<b>5,859,848</b>	<b>5,865,606</b>	<b>5,870,964</b>	<b>5,870,964</b>	<b>5,870,964</b>
<b>MONTHLY FIXED FEE</b>	<b>\$488,321</b>	<b>\$488,800</b>	<b>\$489,247</b>	<b>\$489,247</b>	<b>\$489,247</b>

## Attachment A

## Detailed Price Form (Option Year 3 FY 2031/32)

BUDGET ITEM	80% of Opt. Year	90% of Opt. Year	Opt. Year FY 31/32	110% of Opt. Year	120% of Opt. Year
ANNUAL REVENUE HOURS	88,000	99,000	110,000	121,000	132,000
VARIABLE COST ELEMENTS					
Operator Wages	7,035,412	7,863,423	8,691,435	9,519,446	10,347,457
Operator Fringe Benefits	2,957,056	3,205,460	3,453,863	3,702,266	3,950,670
Uniforms	39,849	44,830	49,812	54,793	59,775
Workers Comp	455,358	508,957	562,556	616,154	669,753
Payroll Tax	844,249	943,611	1,042,972	1,142,334	1,241,695
Depreciation	39,600	39,600	39,600	39,600	39,600
Vehicle Lubricants (excluding fuel)	87,651	98,607	109,564	120,520	131,476
Other Maintenance Costs (excluding labor)	1,141,845	1,285,925	1,430,947	1,574,088	1,718,170
Corporate Overhead					
Other Operating Costs (please specify):					
DOT Physicals/Drug Screens	38,744	43,587	48,430	53,273	58,117
TOTAL VARIABLE COST ELEMENTS	12,639,764	14,034,001	15,429,178	16,822,475	18,216,712
PRICE PER REVENUE HOUR	\$143.63	\$141.76	\$140.27	\$139.03	\$138.01
FIXED FEE COST ELEMENTS					
Personnel Costs (excluding operators)	3,395,231	3,395,231	3,395,231	3,395,231	3,395,231
Office Expenses	63,704	63,704	63,704	63,704	63,704
Safety Expenses					
Recruiting Expenses	44,464	50,222	55,580	55,580	55,580
Training Expenses					
Non-Maintenance Vehicle Expenses	21,122	21,122	21,122	21,122	21,122
Maintenance/Storage Base	315,764	315,764	315,764	315,764	315,764
Utilities	59,755	59,755	59,755	59,755	59,755
Telephones	9,724	9,724	9,724	9,724	9,724
Cell Phones/Pagers/Radios	63,824	63,824	63,824	63,824	63,824
Insurance/Liability	1,602,795	1,602,795	1,602,795	1,602,795	1,602,795
Information Technology Expenses	20,304	20,304	20,304	20,304	20,304
Profit	350,000	350,000	350,000	350,000	350,000
Other (please specify)					
Professional Services (Accounting, legal, etc.)	195,000	195,000	195,000	195,000	195,000
TOTAL ANNUAL FIXED FEE	6,141,686	6,147,444	6,152,802	6,152,802	6,152,802
MONTHLY FIXED FEE	\$511,807	\$512,287	\$512,733	\$512,733	\$512,733



Attachment A

Personnel Costs (Base Year 1 FY 2025/26)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 25/26	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		88,000	99,000	110,000	121,000	132,000
OPERATORS						
Operators @ \$31.55 avg rate per hour	100%	5,513,378	6,161,535	6,809,692	7,457,849	8,106,006
Fringe Benefits @ 30%		1,654,013	1,848,461	2,042,908	2,237,355	2,431,802
TOTAL OPERATORS WAGES AND BENEFITS		7,167,391	8,009,996	8,852,600	9,695,204	10,537,808
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Department Manager @\$56/hour	100%	116,600	116,600	116,600	116,600	116,600
Assistant Dept. Manager @52/hour	100%	109,180	109,180	109,180	109,180	109,180
Supervisors @ 46/hour	4	382,720	382,720	382,720	382,720	382,720
Backup Supervisor @ \$33.50	4	278,720	278,720	278,720	278,720	278,720
Dispatchers @ \$31	5	361,088	361,088	361,088	361,088	361,088
Total Supervisory Wages		1,248,308	1,248,308	1,248,308	1,248,308	1,248,308
Fringe Benefits @ 30%		324,198	324,198	324,198	324,198	324,198
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		1,572,506	1,572,506	1,572,506	1,572,506	1,572,506
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Executives and office support	50%	313,678	313,678	313,678	313,678	313,678
Shop Manager	60%	79,500	79,500	79,500	79,500	79,500
Mechanics @ \$47.10/hour	6 -100%, 2 -40%	611,104	611,104	611,104	611,104	611,104
Bus Washers/Bus stop Maintenance @ \$30/hour	10 – 65%/ 1-100%	474,365	474,365	474,365	474,365	474,365
Total Other Wages		1,478,647	1,478,647	1,478,647	1,478,647	1,478,647
Fringe Benefits @ 30%		357,445	357,445	357,445	357,445	357,445
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		1,836,092	1,836,092	1,836,092	1,836,092	1,836,092
TOTAL WAGES		8,240,333	8,888,490	9,536,647	10,184,804	10,832,961
TOTAL FRINGE BENEFITS		2,335,656	2,530,104	2,724,551	2,918,998	3,113,445
GRAND TOTAL		10,575,989	11,418,594	12,261,198	13,103,802	13,946,406

Attachment A

Personnel Costs (Base Year 2 FY 2026/27)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 26/27	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		88,000	99,000	110,000	121,000	132,000
<b>OPERATORS</b>						
Operators @ \$32.80 avg rate per hour	100%	5,785,640	6,466,206	7,146,771	7,827,336	8,507,901
Fringe Benefits @ 30%		1,735,692	1,939,862	2,144,031	2,348,201	2,552,370
<b>TOTAL OPERATORS WAGES AND BENEFITS</b>		<b>7,521,332</b>	<b>8,406,068</b>	<b>9,290,802</b>	<b>10,175,537</b>	<b>11,060,271</b>
<b>SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)</b>						
Department Manager @\$59/hour	100%	122,430	122,430	122,430	122,430	122,430
Assistant Dept. Manager @52/hour	100%	114,639	114,639	114,639	114,639	114,639
Supervisors @ 48/hour	4	401,856	401,856	401,856	401,856	401,856
Backup Supervisor @ \$34.50	4	287,040	287,040	287,040	287,040	287,040
Dispatchers @ \$32	5	372,736	372,736	372,736	372,736	372,736
<b>Total Supervisory Wages</b>		<b>1,298,701</b>	<b>1,298,701</b>	<b>1,298,701</b>	<b>1,298,701</b>	<b>1,298,701</b>
Fringe Benefits @ 30%		337,694	337,694	337,694	337,694	337,694
<b>TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS</b>		<b>1,636,395</b>	<b>1,636,395</b>	<b>1,636,395</b>	<b>1,636,395</b>	<b>1,636,395</b>
<b>OTHER PERSONNEL (List below by position and hourly rate of pay)</b>						
Executives and office support	50%	329,362	329,362	329,362	329,362	329,362
Shop Manager	60%	83,475	83,475	83,475	83,475	83,475
Mechanics @ \$47.10/hour	6 -100%, 2 -40%	648,211	648,211	648,211	648,211	648,211
Bus Washers/Bus Maintenance @ \$31/hour	10 – 65%/ 1-100%	497,245	497,245	497,245	497,245	497,245
<b>Total Other Wages</b>		<b>1,558,293</b>	<b>1,558,293</b>	<b>1,558,293</b>	<b>1,558,293</b>	<b>1,558,293</b>
Fringe Benefits @ 30%		389,858	389,858	389,858	389,858	389,858
<b>TOTAL OTHER PERSONNEL WAGES AND BENEFITS</b>		<b>1,948,151</b>	<b>1,948,151</b>	<b>1,948,151</b>	<b>1,948,151</b>	<b>1,948,151</b>
<b>TOTAL WAGES</b>		<b>8,642,634</b>	<b>9,323,200</b>	<b>10,003,765</b>	<b>10,684,330</b>	<b>11,364,895</b>
<b>TOTAL FRINGE BENEFITS</b>		<b>2,463,244</b>	<b>2,667,414</b>	<b>2,871,583</b>	<b>3,075,753</b>	<b>3,279,922</b>
<b>GRAND TOTAL</b>		<b>11,105,878</b>	<b>11,990,614</b>	<b>12,875,348</b>	<b>13,760,083</b>	<b>14,644,817</b>

## Attachment A

## Personnel Costs (Option Year 2 FY 2030/31)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 30/31	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		88,000	99,000	110,000	121,000	132,000
OPERATORS						
Operators @ \$38.30 avg rate per hour	100%	6,765,039	7,561,204	8,357,369	9,153,533	9,949,698
Fringe Benefits @ 30%		2,029,511	2,268,361	2,507,210	2,746,060	2,984,909
TOTAL OPERATORS WAGES AND BENEFITS		8,794,550	9,829,565	10,864,579	11,899,593	12,934,607
SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)						
Department Manager @\$71/hour	100%	148,814	148,814	148,814	148,814	148,814
Assistant Dept. Manager @66/hour	100%	139,344	139,344	139,344	139,344	139,344
Supervisors @ 58/hour	4	488,458	488,458	488,458	488,458	488,458
Backup Supervisor @ \$38.50	4	320,320	320,320	320,320	320,320	320,320
Dispatchers @ \$36	5	419,329	419,329	419,329	419,329	419,329
Total Supervisory Wages		1,516,265	1,516,265	1,516,265	1,516,265	1,516,265
Fringe Benefits @ 30%		396,473	396,473	396,473	396,473	396,473
TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS		1,912,738	1,912,738	1,912,738	1,912,738	1,912,738
OTHER PERSONNEL (List below by position and hourly rate of pay)						
Executives and office support	50%	400,341	400,341	400,341	400,341	400,341
Shop Manager	60%	101,464	101,464	101,464	101,464	101,464
Mechanics @ \$53.10/hour	6 -100%, 2 -40%	684,676	684,676	684,676	684,676	684,676
Bus Washers/Bus Maintenance @ \$35/hour	10 – 65%/ 1- 100%	569,630	569,630	569,630	569,630	569,630
Total Other Wages		1,756,111	1,756,111	1,756,111	1,756,111	1,756,111
Fringe Benefits @ 30%		419,593	419,593	419,593	419,593	419,593
TOTAL OTHER PERSONNEL WAGES AND BENEFITS		2,175,704	2,175,704	2,175,704	2,175,704	2,175,704
TOTAL WAGES		10,037,415	10,833,580	11,629,745	12,425,909	13,222,074
TOTAL FRINGE BENEFITS		2,845,577	3,084,427	3,323,276	3,562,126	3,800,975
GRAND TOTAL		12,882,992	13,918,007	14,953,021	15,988,035	17,023,049

## Attachment A

## Personnel Costs (Option Year 3 FY 2031/32)

PERSONNEL ITEM	# of Positions in or % Time Spent on Contract	80% of Base Year	90% of Base Year	Base Year FY 31/32	110% of Base Year	120% of Base Year
ANNUAL REVENUE HOURS		88,000	99,000	110,000	121,000	132,000
<b>OPERATORS</b>						
Operators @ \$39.80 avg rate per hour	100%	7,035,412	7,863,423	8,691,435	9,519,446	10,347,457
Fringe Benefits @ 30%		2,110,624	2,359,029	2,607,431	2,855,834	3,104,238
<b>TOTAL OPERATORS WAGES AND BENEFITS</b>		<b>9,146,036</b>	<b>10,222,452</b>	<b>11,298,866</b>	<b>12,375,280</b>	<b>13,451,695</b>
<b>SUPERVISORY PERSONNEL (List below by position and hourly rate of pay)</b>						
Department Manager @\$75/hour	100%	156,255	156,255	156,255	156,255	156,255
Assistant Dept. Manager @70/hour	100%	146,312	146,312	146,312	146,312	146,312
Supervisors @ 61/hour	4	512,881	512,881	512,881	512,881	512,881
Backup Supervisor @ \$40.50	4	328,640	328,640	328,640	328,640	328,640
Dispatchers @ \$38	5	430,976	430,976	430,976	430,976	430,976
<b>Total Supervisory Wages</b>		<b>1,575,064</b>	<b>1,575,064</b>	<b>1,575,064</b>	<b>1,575,064</b>	<b>1,575,064</b>
Fringe Benefits @ 30%		412,490	412,490	412,490	412,490	412,490
<b>TOTAL SUPERVISORY PERSONNEL WAGES AND BENEFITS</b>		<b>1,987,554</b>	<b>1,987,554</b>	<b>1,987,554</b>	<b>1,987,554</b>	<b>1,987,554</b>
<b>OTHER PERSONNEL (List below by position and hourly rate of pay)</b>						
Executives and office support	50%	420,359	420,359	420,359	420,359	420,359
Shop Manager	60%	106,538	106,538	106,538	106,538	106,538
Mechanics @ \$54.10/hour	6 -100%, 2 -40%	701,178	701,178	701,178	701,178	701,178
Bus Washers/Bus Maintenance @ \$36/hour	10 - 65%/ 1- 100%	592,092	592,092	592,092	592,092	592,092
<b>Total Other Wages</b>		<b>1,820,167</b>	<b>1,820,167</b>	<b>1,820,167</b>	<b>1,820,167</b>	<b>1,820,167</b>
Fringe Benefits @ 30%		433,942	433,942	433,942	433,942	433,942
<b>TOTAL OTHER PERSONNEL WAGES AND BENEFITS</b>		<b>2,254,109</b>	<b>2,254,109</b>	<b>2,254,109</b>	<b>2,254,109</b>	<b>2,254,109</b>
<b>TOTAL WAGES</b>		<b>10,430,643</b>	<b>11,258,654</b>	<b>12,086,666</b>	<b>12,914,677</b>	<b>13,742,688</b>
<b>TOTAL FRINGE BENEFITS</b>		<b>2,957,056</b>	<b>3,205,461</b>	<b>3,453,863</b>	<b>3,702,266</b>	<b>3,950,670</b>
<b>GRAND TOTAL</b>		<b>13,387,699</b>	<b>14,464,115</b>	<b>15,540,529</b>	<b>16,616,943</b>	<b>17,693,358</b>

**ATTACHMENT B MCTD PROVIDED EQUIPMENT**Table 1: Vehicle Summary<sup>(1)</sup>

Vehicle #	VIN	License #	Subfleet	Fuel Type	Vehicle Length	Acquisition Date
301	1N9HBAC60FC084220	1473764	2015 29' XHF	Diesel Fuel (DF)	29	12/29/2015
1501	15GGE301XG1092953	1336039	2015 Gillig 30ft	Hybrid Diesel (HD)	29	2/8/2016
1502	15GGE3011G1092954	1336040	2015 Gillig 30ft	Hybrid Diesel (HD)	29	2/8/2016
1503	15GGE3013G1092955	1336041	2015 Gillig 30ft	Hybrid Diesel (HD)	29	2/8/2016
1504	15GGE3015G1092956	1432037	2015 Gillig 30ft	Hybrid Diesel (HD)	29	2/8/2015
1505	15GGD3012F1181501	1336020	2015 Gillig 40ft	Hybrid Diesel (HD)	40	12/7/2015
1506	15GGD3012G1181502	1336034	2015 Gillig 40ft	Hybrid Diesel (HD)	40	2/8/2016
1507	15GGD3014G1181503	1336035	2015 Gillig 40ft	Hybrid Diesel (HD)	40	2/8/2016
1508	15GGD3016G1181504	1336036	2015 Gillig 40ft	Hybrid Diesel (HD)	40	2/8/2016
1509	15GGD3018G1181505	1336037	2015 Gillig 40ft	Hybrid Diesel (HD)	40	2/8/2016
1510	15GGD301XG1181506	1336038	2015 Gillig 40ft	Hybrid Diesel (HD)	40	2/8/2016
1511	15GGD3011G1181507	1432036	2015 Gillig 40ft	Hybrid Diesel (HD)	40	2/8/2016
1680	1FDE4FS0GDC56729	1474532	2016 El Dorado Aerotech 240	Gasoline (GA)	24	8/10/2016
1701	15GGD3016H3188166	1432061	2017 40' Gillig Hybrids	Hybrid Diesel (HD)	40	11/30/2017
1703	15GGD301XH3188168	1432063	2017 40' Gillig Hybrids	Hybrid Diesel (HD)	40	11/30/2017
1704	15GGD3011H3188169	1432064	2017 40' Gillig Hybrids	Hybrid Diesel (HD)	40	11/30/2017
1705	15GGD3018H3188170	1432065	2017 40' Gillig Hybrids	Hybrid Diesel (HD)	40	11/30/2017

## Attachment A

Vehicle #	VIN	License #	Subfleet	Fuel Type	Vehicle Length	Acquisition Date
1706	15GGD301XH3188171	1432066	2017 40' Gillig Hybrids	Hybrid Diesel (HD)	40	11/30/2017
1707	15GGD3011H3188172	1432067	2017 40' Gillig Hybrids	Hybrid Diesel (HD)	40	12/1/2017
1708	15GGD3013H3188173	1432068	2017 40' Gillig Hybrids	Hybrid Diesel (HD)	40	12/1/2017
1709	15GGD3015H3188174	1432069	2017 40' Gillig Hybrids	Hybrid Diesel (HD)	40	12/1/2017
1710	15GGD3017H3188175	1432070	2017 40' Gillig Hybrids	Hybrid Diesel (HD)	40	12/14/2017
1760	1N9HBAC63HC084098	1515377	2017 29' XHF	Diesel Fuel (DF)	29	3/13/2017
1761	1N9HBAC67HC084099	1515378	2017 29' XHF	Diesel Fuel (DF)	29	3/13/2017
1860	1N9HEAC65JC084231	1558160	2018 35' XHF	Diesel Fuel (DF)	35	1/8/2019
1861	1N9HEAC67JC084232	1558162	2018 35' XHF	Diesel Fuel (DF)	35	1/8/2019
1880	1FDFE4FS2JDC16420	1553405	2018 El Dorado Aerotech	Gasoline (GA)	24	8/15/2018
1980	1FDFE4FS1KDC13252	1559415	2019 El Dorado Aerotech	Gasoline (GA)	24	2/1/2019
2080	1FDFE4FS3KDC73081	1610011	2021 El Dorado AeroTech	Gasoline (GA)	24	12/1/2020
2081	1FDFE4FS7KDC73083	1610012	2021 El Dorado AeroTech	Gasoline (GA)	24	12/1/2020
2082	1FDFE4FS9KDC73084	1610013	2021 El Dorado AeroTech	Gasoline (GA)	24	12/1/2020
2083	1FDFE4FSFKDC73087	1610024	2021 El Dorado AeroTech	Gasoline (GA)	24	12/1/2020
2084	1FDFE4FS8KDC73092	1610025	2021 El Dorado AeroTech	Gasoline (GA)	24	12/1/2020
2085	1FDFE4FS7KDC73097	1610026	2021 El Dorado AeroTech	Gasoline (GA)	24	12/1/2020
2086	1FDFE4FS8KDC73108	1610027	2021 El Dorado AeroTech	Gasoline (GA)	24	12/1/2020
2087	1FDFE4FS8KDC73027	1610028	2021 El Dorado AeroTech	Gasoline (GA)	24	12/1/2020
2088	1FDFE4FS2KDC73024	1610029	2021 El Dorado AeroTech	Gasoline (GA)	24	12/1/2020

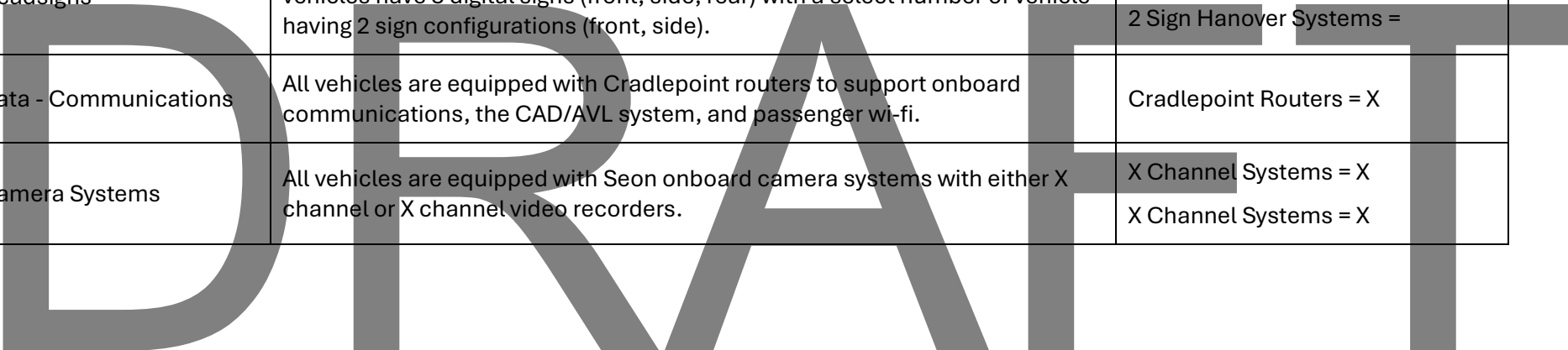
Vehicle #	VIN	License #	Subfleet	Fuel Type	Vehicle Length	Acquisition Date
2101	15GGD2817M3196544	1634841	2021 Gillig 40' Electric Bus	Electric Battery (EB)	40	12/29/2021
2102	15GGD2819M3196545	1634842	2021 Gillig 40' Electric Bus	Electric Battery (EB)	40	1/18/2022
2103	15GGD2810M3196546	1634843	2021 Gillig 40' Electric Bus	Electric Battery (EB)	40	1/27/2022
2104	15GGD2812M3196547	1634844	2021 Gillig 40' Electric Bus	Electric Battery (EB)	40	1/24/2022
2160	1N9HBAL90MC084001	1597120	2021 29' XHF	Diesel Fuel (DF)	29	2/25/2021
2161	1N9HBAL92MC084002	1597124	2021 29' XHF	Diesel Fuel (DF)	29	2/25/2021
2162	1N9HBAL94MC084003	1597129	2021 29' XHF	Diesel Fuel (DF)	29	2/25/2021
2163	1N9HBAL96MC084004	1597130	2021 29' XHF	Diesel Fuel (DF)	29	2/25/2021
2170	1N9HEALM5MC084233	1625974	2021 El Dorado XHF 35'	Diesel Fuel (DF)	35	10/25/2021
2171	1N9HEALM7MC084234	1625975	2021 El Dorado XHF 35'	Diesel Fuel (DF)	35	10/26/2021

(1) MCTD expects to increase the fleet by four (4) additional Gillig (Hybrid and Diesel) vehicles with its next replacement cycle. These vehicles are expected to arrive in the second year of the contract.

Table 2: Vehicle Equipment Summary

Onboard Systems	Product Description	Quantity
Fare Collection	All vehicles are currently equipped with Genfare Validating Fareboxes and Clipper readers. The District plans to replace fareboxes in the future with a new fare collection system.	Genfare Fareboxes = X Genfare Laptop = X Clipper Readers = X Clipper Test Bench = X
CAD/AVL	All vehicles are currently equipped with the GMV Syncromatics system. This system includes driver MDTs, Annunciators, and onboard integration. The	GMV Syncromatics Systems = X

	District plans to replace this equipment at the start of the contract with a new system supplied by Ineo-Equans.	
Passenger Counters	All vehicles are equipped with an automated passenger counter system supplied by Urban Transportation Associates (UTA). These systems include a counter on each door and select vehicles include sensors on the bicycle racks and driver seat.	Two Door Systems = X One Door Systems = X Vehicle Equipped with Bike Rack Systems = X Vehicles Equipped with Driver Seat Sensors = X
Headsigns	All vehicles are equipped with digital headsigns provided by Hanover. Most vehicles have 3 digital signs (front, side, rear) with a select number of vehicle having 2 sign configurations (front, side).	3 Sign Hanover Systems = 2 Sign Hanover Systems =
Data - Communications	All vehicles are equipped with Cradlepoint routers to support onboard communications, the CAD/AVL system, and passenger wi-fi.	Cradlepoint Routers = X
Camera Systems	All vehicles are equipped with Seon onboard camera systems with either X channel or X channel video recorders.	X Channel Systems = X X Channel Systems = X





**Pursuant to Section 104 B. of this Contract, MCTD will provide this plan within 90 days of Contract approval.**

**DRAFT**

**ATTACHMENT D      TRANSITION AND START-UP PLAN**

**Pursuant to Section 104 B. of this Contract, the CONTRACTOR will provide this plan within 45 days of Contract approval.**

**DRAFT**

**ATTACHMENT E STAFFING AND PERSONNEL PLAN****Key Personnel**

<b>Staff Member</b>	<b>Title</b>	<b>% Dedicated to Contract</b>
<b>Matt Wexler</b>	<b>President</b>	<b>50%</b>
<b>Sam Salinas</b>	<b>Operation Manager</b>	<b>100%</b>
<b>TBD</b>	<b>Assistant Operations Manager/School Coordinator</b>	
<b>Lawrence Kumar</b>	<b>Safety and Training Manager</b>	<b>60%</b>
<b>Jesse Manriquez</b>	<b>Maintenance Manager</b>	<b>60%</b>
<b>Chris Knott</b>	<b>Finance Manager</b>	<b>40%</b>
<b>Andrew Nassab</b>	<b>HR Manager</b>	<b>60%</b>

**Other Personnel**

<b>Vehicle Operators</b>	<b>100+ Full Time</b>
<b>Dispatcher</b>	<b>5 Full Time</b>
<b>Customer Service Representative</b>	<b>1 Full Time</b>
<b>Road Supervisor</b>	<b>4 Full Time 4 Part Time (Backup)</b>
<b>Mechanics</b>	<b>6 Full Time 2 Part Time</b>
<b>Vehicle Service Worker</b>	<b>10 Part Time</b>
<b>Bus Stop Service Worker</b>	<b>1 Full Time</b>

**ATTACHMENT F      EMPLOYEE TRAINING PROGRAM**

**Pursuant to Section 104 B. of this Contract, the CONTRACTOR will provide this plan within 45 days of Contract approval.**

**DRAFT**

**ATTACHMENT G      VEHICLE MAINTENANCE PROGRAM**

**Pursuant to Section 104 B. of this Contract, the CONTRACTOR will provide this plan within 45 days of Contract approval.**

**DRAFT**

**ATTACHMENT H      BUS STOP MAINTENANCE PROGRAM**

**Pursuant to Section 104 B. of this Contract, MCTD will provide this plan within 90 days of Contract approval.**

**DRAFT**

**ATTACHMENT I SAFETY, SECURITY, AND EMERGENCY MANAGEMENT PLAN**

**Pursuant to Section 104 B. of this Contract, the CONTRACTOR will provide this plan within 90 days of Contract approval.**

**DRAFT**

**ATTACHMENT J FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES**

**SECTION 1. TERMS AND CONDITIONS**

1. To the extent required by law, Vendor shall be licensed by the State of California to furnish and deliver all goods and services provided for herein.
2. The purchase order number and "Invoice To:" name on the face of this form must appear on all invoices, shipping papers, packages and correspondence.
3. No charge for packing or delivery will be allowed unless specified in order.
4. The Marin County Transit District will not be responsible for goods delivered or services rendered without an order on this form. When this order covers a continuing service rendered over a stated period of time, a new order must be obtained upon expiration of the time period to authorize continuance of the service.
5. Taxes
  - a. Marin County Transit District is exempt from payment of Federal Excise Tax. No Federal Tax should be included in price. Exemption certificates will be furnished when applicable.
  - b. Where applicable, Vendor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, city, state or federal law and shall include such expenses in the total contract price.
6. Any delivered commodity not meeting required specifications will be returned at Vendor's expense. Cost of inspection of deliveries or offers for delivery, which do not meet specifications, will be a chargeable expense to the Vendor.
7. Vendor agrees to indemnify, defend, and hold Marin County Transit District harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Agreement, and from any and all claims and losses to anyone who may be injured or damaged by reason of Vendor's willful misconduct or negligent performance of this Agreement.
8. Vendor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability.
9. Vendor shall comply with any and all federal, state and local laws (including, but not limited to, Marin County Code Chapters 23.13 – Nuclear Free Zone and 2.50 – Living Wage) affecting the goods or services covered by this Agreement.
10. Vendor shall comply with all applicable Federal Contract Clauses as outlined in Section 2, below.
11. Vendor has read and understands the foregoing, and agrees to be bound by all of the included terms and conditions.
12. This Agreement may be amended or modified only by written Agreement of the parties.
13. This Agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that the venue shall be in Marin County, California.



## SECTION 2. FEDERAL CONTRACT CLAUSES

### 1. Access to Records and Reports

The following access to records requirements apply to this Contract:

**Record Retention.** The Contractor will maintain and 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, leases, subcontracts, arrangements, other third party Contracts 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. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of 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 the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the MCTD, and their duly authorized representatives to inspect and audit records and information, including such records and information the Contractor may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

**Access to the Sites of Performance.** The Contractor agrees to permit the individuals listed above access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

### 2. Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other

appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

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

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

#### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### Federal Water Pollution Control Act

- (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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

### 4. Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

- 1 Nondiscrimination in Federal Public Transportation Programs.** The Contractor shall prohibit:
  - (a) discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age;
  - (b) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
  - (c) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and

(d) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. The Contractor must follow the most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

**2 Nondiscrimination—Title VI of the Civil Rights Act.** The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

**3. Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3. Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4. Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The MCTD is an Equal Opportunity Employer. As such, the MCTD agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the MCTD agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **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.

2. **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.

3. **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.

4. **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.

5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## 5. Americans With Disabilities Act (ADA)

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

## 6. Disadvantaged Business Enterprise (DBE)

It is the policy of the Agency 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.

The contractor 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 Agency 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).

Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 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 Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency'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). The Contractor must promptly notify Marin Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good

faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Marin Transit.

## 7. DBE Participation

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **1.6 %**. A separate contract goal has not been established for this procurement.
- b. The successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. Marin Transit encourages prime contractors and subcontractors on federally-assisted contracts to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community and to make reasonable efforts to use these institutions. A list of minority-owned financial institutions may be found at: <http://www.federalreserve.gov/releases/mob/>.

**DBE Identification and Information (provided in proposal)**

## 8. Employee Protections

**Contract Work Hours and Safety Standards for Awards Not Involving Construction**-The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-Construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the

Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

### **9. 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 (42 U.S.C. § 6321).

### **10. Fly America Requirements for Air Transportation**

Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that Marin Transit and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### **11. 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.

The Contractor has provided Marin Transit with a certification addressing its debarment and suspension status and that of its principals, affiliates, and subcontractors. The Contractor shall promptly inform Marin Transit of any change in the suspension or debarment status of the Contractor or its principals, affiliates, and subcontractors during the term of the Contract. Further, the Contractor shall include a provision requiring compliance with the requirements of 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1200 in its lower-tier covered transactions.

The certification 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 Contractor agrees that it will not enter into any “covered transaction” (as defined at 2 C.F.R. §§ 180.220 and 1200.220) with any “third party participant” (as defined in Section 1 of FTA’s Master Agreement (Version 31, dated May 2, 2024), as may be updated or amended) that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions except as otherwise authorized by applicable Federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants. The Contractor further agrees that it will review the Federal Government’s “System for Award Management — Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations (2 C.F.R. Part 1200).

## **12. Lobbying Restrictions.**

1. Any Contractor who applies or bids for an award of \$100,000 or more shall certify that it has not used and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352, as required by 49 C.F.R. Part 20, “New Restrictions on Lobbying.” Contractors shall obtain the certification required by 49 C.F.R. Part 20 from any and all subcontractors at any tier.
2. Contractors shall complete and submit the disclosure form required by 49 C.F.R. Part 20, “New Restrictions on Lobbying” (Standard Form LLL, “Disclosure Form to Report Lobbying”), if the Contractor has made or has agreed to make any payment using non-Federal funds (to include profits from any covered Federal action), which would be prohibited under paragraph (1) of this clause if paid for with Federal appropriated funds. Contractors shall obtain such disclosures, if required, from its subcontractors at any tier for whom a contract in excess of \$100,000 is contemplated. Such disclosures shall be forwarded from tier to tier up to Marin Transit.
3. Contractors shall complete and submit a disclosure form at the end of each calendar quarter in which there occurs an event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously submitted in accordance with paragraph (2) above. An event that materially affects the accuracy of the information reported includes: (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;



or (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action. Contractors shall obtain such disclosures, if required, from its subcontractors at any tier for whom a contract in excess of \$100,000 is contemplated. Such disclosures shall be forwarded from tier to tier up to Marin Transit.

4. Contractors shall include this clause in each subcontract and require subcontractors to flow down this clause to each lower-tier subcontractor.

### **13. No Government Obligation to Third Parties**

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

### **14. 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.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **15. Notice to FTA and U.S. Dot Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters**

The Contractor shall notify Marin Transit of any and all matters that Contractor knows or reasonably should know may affect Marin Transit or any of its funders' interests, including the Federal Government's interests. This notification requirement includes, but is not limited to, current or prospective legal matters such as an actual or potential major dispute, breach, default, litigation, naming of Marin Transit or the Federal Government as a party to litigation, or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include but are not limited to, the Federal Government's interests in the Contract, the underlying Marin Transit/FTA Agreement, and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. The Contractor agrees to include this clause in every subcontract awarded at every tier. The Contractor shall further notify Marin Transit of any potential fraud, waste, or abuse occurring on the Contract or Project.

### **16. Public Transportation Employee Protective Arrangements**

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

**U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

**Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

**Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

### **17. 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.

These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000 (or if the value of the quantity of such items acquired during the preceding fiscal year exceeded \$10,000). See 40 C.F.R part 247 for federal designation of items.

## 18. Safe Operation of Motor Vehicles

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

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

The Contractor shall insert the substance of this clause in all subcontracts that exceed the micro-purchase threshold, as defined in FAR 2.101 on the date of subcontract award.

## 19. School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
- b. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
- c. Any other Federal School Bus regulations; or
- d. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may:
  1. Bar the Contractor from receiving Federal assistance for public transportation; or
  2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

## **20. Substance Abuse Requirements**

**Substance Abuse Testing.** The Contractor agrees to establish and implement a drug and alcohol testing program that complies with “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” (49 C.F.R. Part 40) and “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations” (49 C.F.R. Part 655), produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or Marin Transit, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. parts 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 40 and 655 before the end of February and to submit the Management Information System (MIS) reports before March 15 to General Manager, Marin Transit, 711 Grand Avenue, Ste. 101, San Rafael, CA 94901. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

## **21. Termination See sections 408-411, 509**

### **22. 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 FTA’s Master Agreement (Version 31, dated May 2, 2024), as may be updated or amended, between Marin Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **23. Privacy Act**

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

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **24. Incorporation of Federal Transit Administration (FTA) Terms**

The provisions in this Attachment include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT). Whether or not expressly set forth herein, all contractual provisions required by DOT, as set forth in the FTA Master Agreement, FTA Circular 4220.1G, and 2 C.F.R. Part 200 (as adopted by DOT) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

#### **25. 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 Marin Transit and understands and agrees that Marin Transit 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 \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### **26. Trafficking In Persons**

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

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

#### **27. Federal Tax Liability and Recent Felony Convictions**

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

## **28. Conformance With ITS National Architecture**

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

### **Simplified Acquisition Threshold**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.)

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## **30. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

Pursuant to Public Law 115-232, Section 889, and 2 C.F.R. Part 200, including §200.216 and §200.471, Marin Transit is prohibited from procuring or obtaining equipment, services, or systems that use "Covered Telecommunications Equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, "Covered Telecommunications Equipment or Services" is: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment

produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; and (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The Contractor shall not use or provide to Marin Transit Covered Telecommunications Equipment or Services in the performance of this Contract. If Contractor later learns that Covered Telecommunications Equipment or Services have been supplied, installed, or utilized under this Contract, the Contractor shall immediately inform Marin Transit in writing. Marin Transit may treat such occurrence as an event of default and may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost or take such other actions pursuant to this Contract.

**31. Interests of Members of, or Delegates to, Congress**

In accordance with 18 U.S.C. § 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

**32. Cargo Preference (Use of U.S.-Flag Vessels)**

If the Contractor or any subcontractor will transport equipment, material, or commodities by ocean vessel, the Contractor agrees that:

1. At least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Contract, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available (46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R. Part 381).
2. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 C.F.R. § 381.7(a)(1) shall be furnished to both Marin Transit (through the Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. The Contractor shall 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.

### **33. Veteran's Preference**

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Contractor and its subcontractors shall give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **34. National Transit Database Reporting**

As a condition of benefitting from federal assistance for public transportation operations, the Contractor and its subcontractors must: (A) facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); (B) conform to the NTD reporting system and the Uniform System of Accounts and Records; (C) comply with FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630; (D) report, or facilitate Marin Transit's reporting, when required to the NTD in accordance with FTA regulation 49 C.F.R. Part 630, "National Transit Database," and applicable FTA instructions: (1) any information relating to a transit asset inventory or condition assessment; (2) any data on assaults on transit workers; and (3) any data on fatalities that result from an impact with a bus; and (4) such other information as FTA may require; (E) comply with any other applicable reporting regulations, and requirements; and (F) follow FTA guidance.

### **35. Maintenance of Federally Funded Assets**

The Contractor shall comply with all FTA requirements for maintenance standards for FTA-funded assets and facilities and comply with FTA regulations, "Transit Asset Management" and "National Transit Database," 49 C.F.R. Parts 625 and 630. The Contractor shall maintain a written maintenance plan at all times.

### **36. Motor Carrier Safety**

1. The Contractor shall comply with the safety requirements of the U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations at 49 C.F.R. Parts 390-397 to the extent applicable. Contractor shall further comply with the driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. Part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. Part 384, to the extent applicable, with the substance-abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 C.F.R. Part 382, and implementing Federal guidance, to the extent applicable.

2. The Contractor shall comply with the economic and insurance registration requirements of (i) the U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum



Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if Contractor is: (a) engaged in operations requiring compliance with 49 C.F.R. part 387, (b) engaged in interstate commerce, and (c) not within a defined commercial zone; and (ii) the provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. Part 387, and reduce the amount of insurance Marin Transit must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

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**ATTACHMENT K DRUG AND ALCOHOL POLICY PROGRAM**

Marin Transit Drug & Alcohol Testing Program Contacts

Any questions regarding Marin Transit’s Drug and Alcohol policy or any other aspect of the substance abuse policy should be directed to the following individual(s)

**Marin Transit’s Drug and Alcohol Program Manager**

Name: Robert Betts  
Title: Director of Operations and Service Development  
Address: 711 Grand Avenue, Suite 110  
San Rafael, CA 94901

Telephone Number: 415-226-0860

Marin Transit’s purchased transportation service contractors will fill out and maintain this staffing plan as a component of Marin Transit’s requirements for their Drug and Alcohol Test Programs.

**Purchased Transportation Contractor Contacts (required)**

Drug and Alcohol Program Manager

Name:  
Title:  
Address:  
Telephone Number:

Medical Review Officer

Name:  
Title:  
Address:  
Telephone Number:

Substance Abuse Professional

Name:  
Title:  
Address:  
Telephone Number:

HHS Certified Laboratory Primary Specimen

Name:  
Address:  
Telephone Number:

HHS Certified Laboratory Split Specimen

Name:  
Address:  
Telephone Number:

DRAFT

**ATTACHMENT L      SAFETY PROGRAM**

**Pursuant to Section 104 B. of this Contract, the CONTRACTOR will provide this plan within 45 days of Contract approval.**

**DRAFT**

**ATTACHMENT M      EMERGENCY PREPAREDNESS PLAN**

**Pursuant to Section 104 of this Contract, the CONTRACTOR will provide this plan within 90 days of Contract approval.**

**DRAFT**



# **Award Operations & Maintenance Contract**

**MARIN TRANSIT BOARD OF DIRECTORS**

# Overview of Procurement

## Operations & Maintenance of Fixed Route Transit Services

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**Duration:** Four (4) Fixed and Three (3) Option Years

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**Services:** Local Routes: 17, 22, 29, 49, 57  
Community Shuttle Routes: 219, 228, 233, 245  
Rural Stagecoach: 61, 68  
Supplemental School: 613, 619, 625, 654

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**Date Issued:** July 24, 2024

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**Proposals Due:** October 11, 2024

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**Service Start Date:** July 1, 2025

# Response Summary

- RFP Downloads: **24 Vendors**
- Pre-Bid Attendees: **6 Vendors**
- Responses: **1 Vendor**

***Follow up with prospective vendors indicated they did not bid due to the lack of available real estate in Marin County to park and maintain transit vehicles included in this contract.***

# Recommendation

- **Award a four year (+ three option years) contract to Marin Airporter**
  - Local Marin County, employee owned company
  - 50 years of operations as a company, 20+ years of providing contracted transit service
    - Year over year growth in service delivery, starting with <10,000 annual revenue hours, today at over 100,000 annual revenue hours
  - Staffing plan matches current employee assignments
  - Ability to expand within the contract to meet future needs of the District

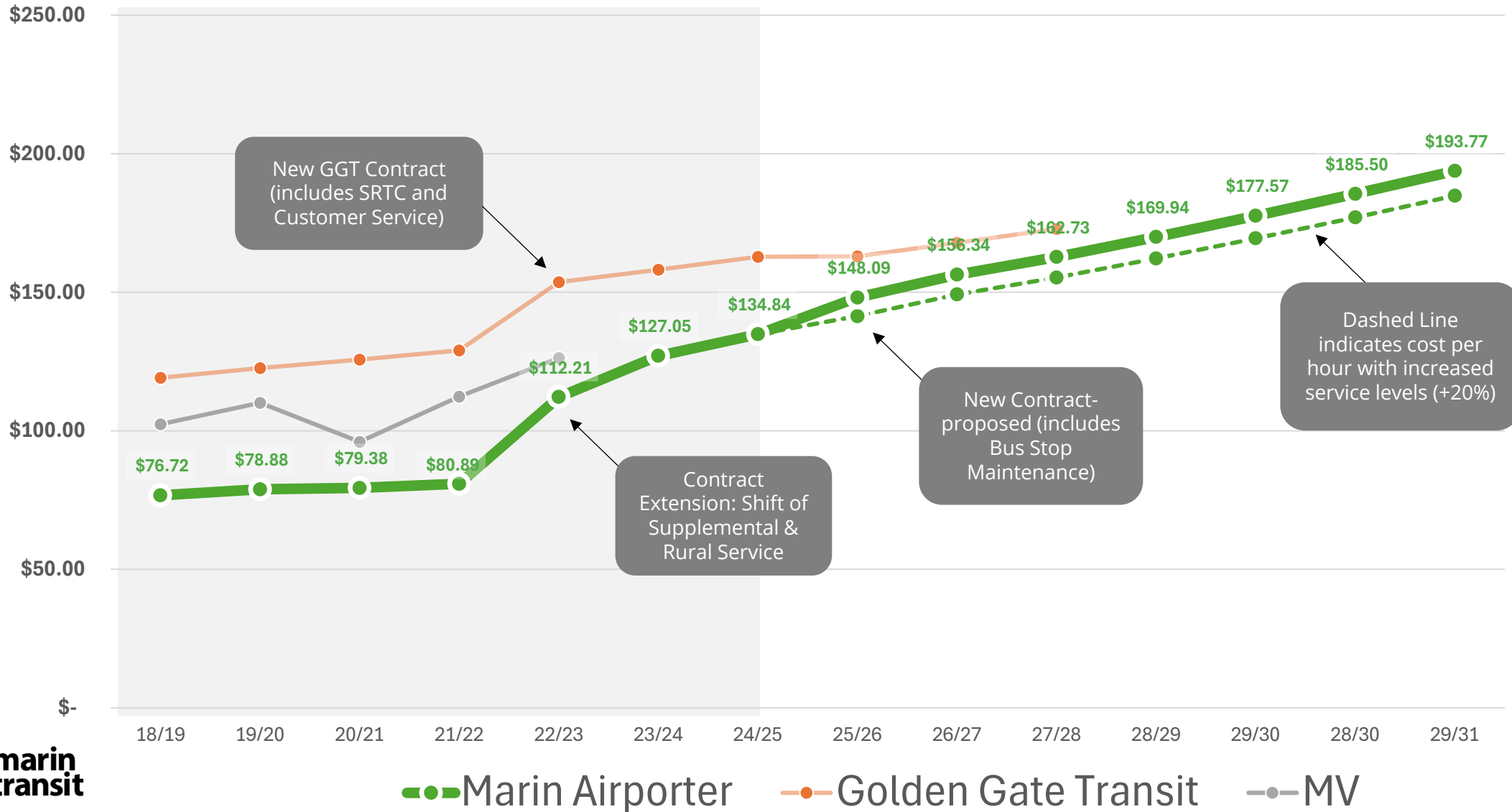




# Contract Rates

	Base Contract				Option Years		
Year	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32
<b>Hourly Rate</b>	\$108.34	\$114.21	\$118.97	\$124.06	\$129.49	\$135.00	140.81
<b>Est. Hours</b>	115,000	115,000	115,000	115,000	115,000	115,000	115,000
<b>Monthly Fee</b>	\$387,440	\$410,367	\$425,971	\$446,299	\$466,745	\$489,247	\$512,733
<b>Est. Annual Cost</b>	<b>\$17,148,380*</b>	<b>\$18,058,554</b>	<b>\$18,793,202</b>	<b>\$19,622,488</b>	<b>\$20,488,840</b>	<b>\$21,395,964</b>	<b>\$22,345,946</b>
<b>Base Contract Price</b>					<b>\$73,426,375</b>		

# Fixed Route Contract Rates (hourly rates)



# North Bay Peer Rates

- FY 2025/26 Marin Transit Blended Rate = **\$155 per revenue hour**
  - Golden Gate Transit = \$162.78
  - Marin Airporter = \$149.93
- Marin Transit will continue to have one of the lower hourly rates of all transit agencies in the Bay Area
- Marin Transit will still have a lower hourly cost than other North Bay peers (Golden Gate Transit, Sonoma County, and Santa Rosa) and slightly higher than Petaluma Transit

# Thank you

CONTACT

**Robert Betts**

**Director of Operations & Service Development**