



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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

AGENDA

Monday, March 2, 2020

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

1. Open Time for Public Expression (limited to three minutes per speaker on items not on the Transit District's agenda)
2. Board of Directors' Matters
3. General Manager's Report
 - a. General Manager's Oral Report
 - b. Monthly Monitoring Report for December
4. Consent Calendar
 - a. Minutes for February 3, 2020
 - b. Resolution 2020-01 Low Carbon Transit Operations Program
 - c. Marin Transit Quarterly Performance Report for the Second Quarter of FY 2019/20
 - d. Marin County Transit District Second Quarter FY 2019/20 Financial Report
 - e. First Amendment to Agreement with Mark Thomas & Company for On-Call General Engineering Services
 - f. Third Amendment to Agreement with MITTERA Group for printing services for an amount not to exceed \$45,000

Recommended Action: Approve.
5. Update on Completion of the State of Good Repair Bus Stop Improvements Project
Recommended Action: Information only.

(Continued)

6. Agreement with Paseo Properties for Property Management Services
Recommended Action: Authorize General Manager to execute a one-year agreement with Paseo Properties for property management services for an amount not to exceed \$13,200
7. Proposed Agreement with SRECTrade for Transaction and Management Services for Credits under the California Low Carbon Fuel Standard
Recommended Action: Discussion.

Adjourn



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

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

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



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March 2, 2020

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

**SUBJECT: General Manager Report – Monthly Report:
December 2019**

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

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, 2019. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall ridership in December 2019 decreased by 0.2 percent compared to December 2018. Ridership on fixed-route services decreased by 0.5 percent compared to the same month last year. Ridership on Marin Access services increased by 10.1 percent, and Yellow Bus ridership increased by 1.7 percent compared to December 2018.

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 associated with this report.

Respectfully submitted,

Nancy Whelan
General Manager

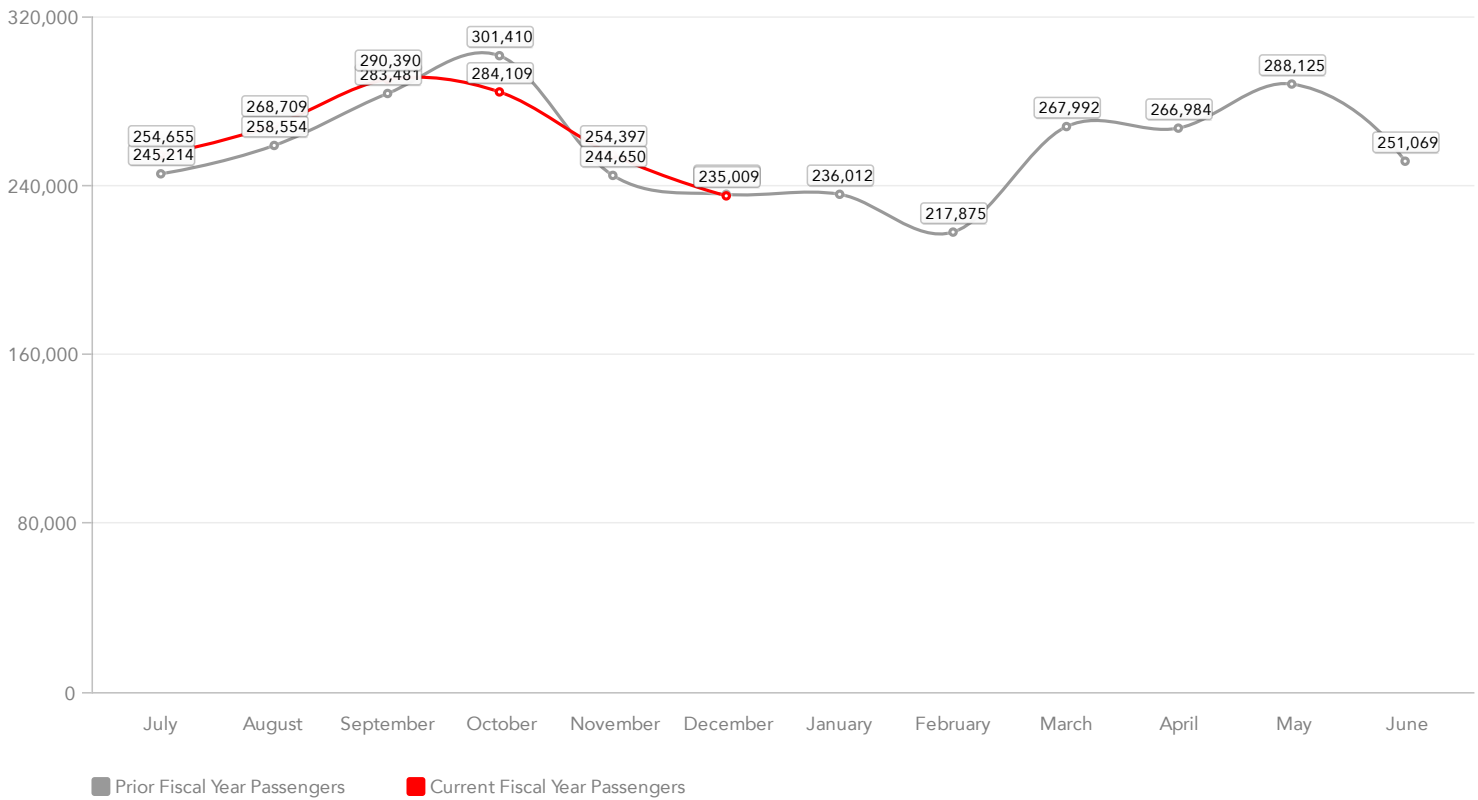
Attachments

FISCAL YEAR

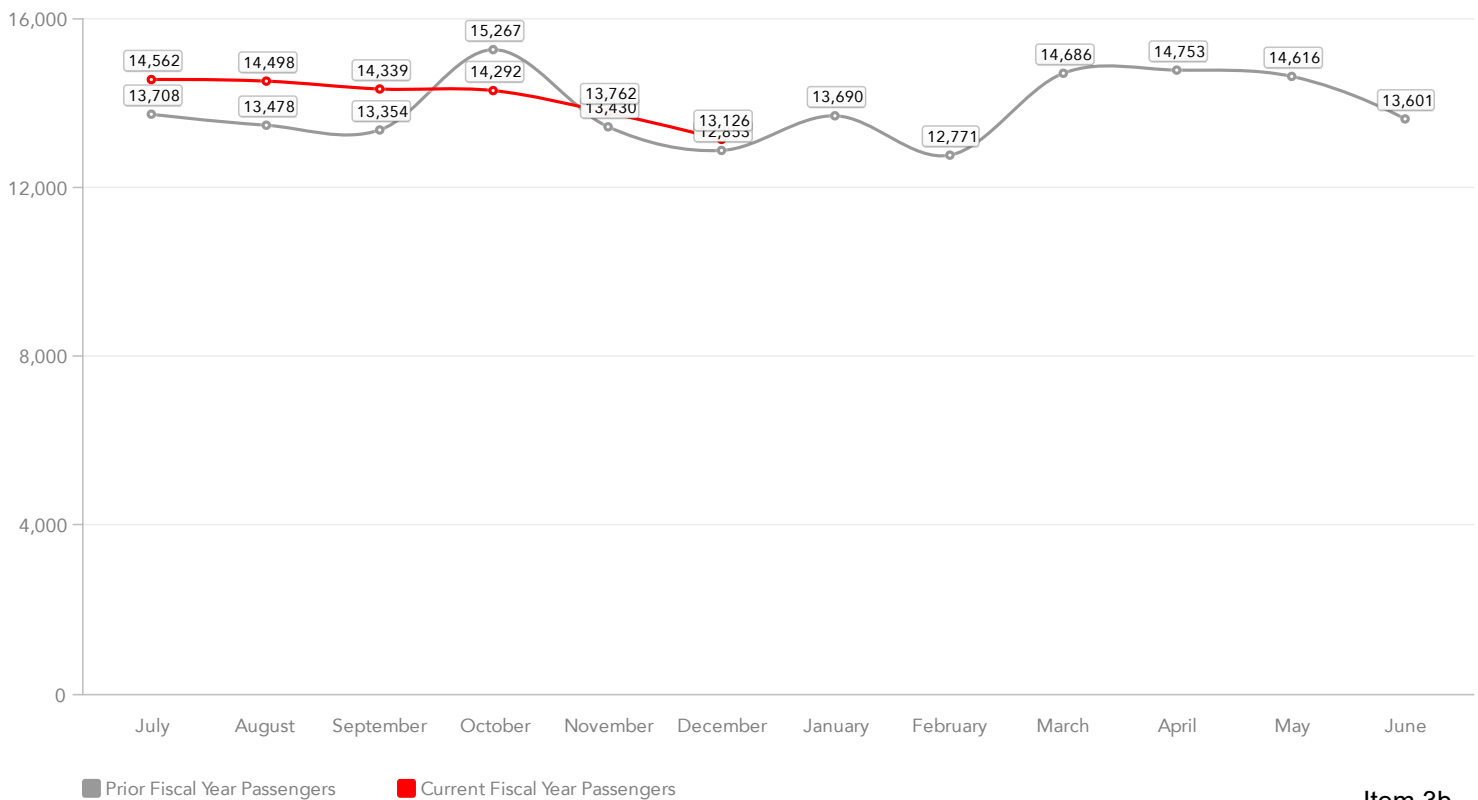
2020

Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

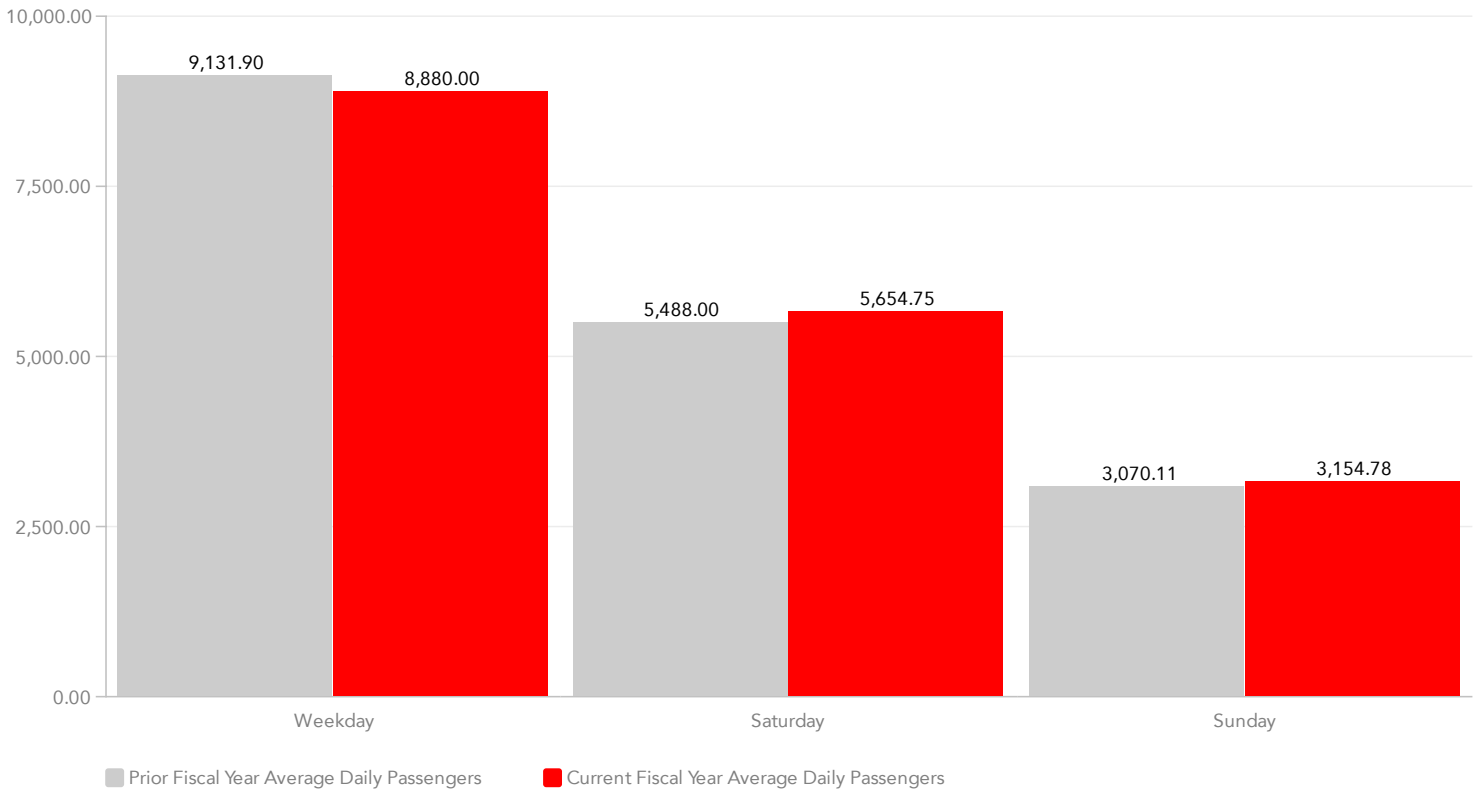


Monthly Statistics

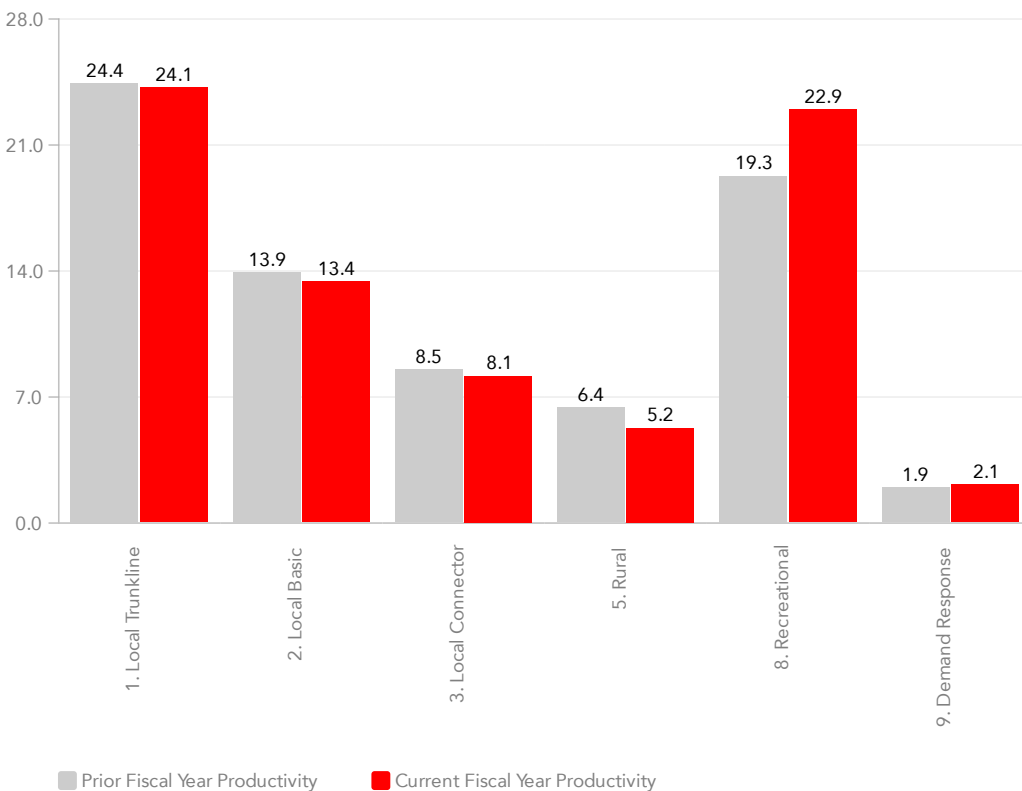
MONTH

December

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



Route Typologies

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

Monthly Customer Feedback Report

December 2019



Month: December 2019

Category	Program							Total
	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide	
Commendation	1	0	1	0	1	0	0	3
Service Delivery Complaint	21	16	8	5	6	0	1	57
Accessibility	0	0	0	0	0	0	0	0
Driver Conduct Complaint	7	3	2	4	0	0	1	17
Driving Complaint	3	5	0	1	1	0	0	10
Early Trip	3	1	0	0	0	0	0	4
Equipment Issue	0	0	0	0	0	0	0	0
Farebox	0	0	0	0	0	0	0	0
Late Trip	4	0	2	0	3	0	0	9
Missed Connection	0	0	0	0	0	0	0	0
Missed Trip	0	0	0	0	1	0	0	1
No-Show	0	0	2	0	0	0	0	2
Off-Route	0	0	0	0	0	0	0	0
Pass-Up Complaint	4	7	2	0	1	0	0	14
Service Structure Complaint	5	0	1	0	6	5	2	19
Bus Stop Improvement Request	4	0	0	0	0	0	2	6
Fares	0	0	0	0	0	0	0	0
Other Complaint	1	0	0	0	0	0	0	1
Scheduling Complaint	0	0	1	0	6	5	0	12
Service Improvement Suggestion	0	0	0	0	0	0	0	0
Safety Complaint	0	0	0	0	0	0	0	0

Total Service Hours	9,132	3,585	1,720	623	5,141	-	21,498	21,498
Commendations per 1,000 Hours	0.1	0.0	0.6	0.0	0.2	-	0.0	0.1
Complaints per 1,000 Hours	2.8	4.5	5.2	8.0	2.3	-	0.1	3.5

Total Passengers	162,471	29,043	16,201	27,294	10,815	2,311	248,135	248,135
Commendations per 1,000 Passenger	0.0	0.0	0.1	0.0	0.1	0.0	0.0	0.0
Complaints per 1,000 Passengers	0.2	0.6	0.6	0.2	1.1	2.2	0.0	0.3

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, February 3, 2020 at 10:00 A.M.

Roll Call

Present: President Rodoni, Vice President Colin, Director Connolly, Director Lucan, Director Rice, Director Sears, Director Colbert

Absent: Director Arnold

President Rodoni opened the meeting at 10:03 A.M.

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

President Rodoni announced that Director Eric Lucan will be taking a regular seat on the Board of Directors and that Brian Colbert, Vice Mayor of San Anselmo, will serve the remainder of Director Eric Lucan's term as the alternate for the Board.

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

Board Secretary Rodolfo Saldana read an email from Ms. Carolyn Gregory addressed to the Board regarding Marin Transit's October 2019 audit of the settings in the Paratransit scheduling software.

President Rodoni requested that staff respond to Ms. Gregory's concerns and inform her of services and programs available.

President Rodoni called for Board of Directors' Matters.

{Director Arnold present at 10:06 AM}

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

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

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

[Staff Report](#)

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

Director of Operations and Planning Robert Betts presented Director Connolly with a gift from staff in appreciation for his service as Board President in 2019.

Staff welcomed Director Colbert as the new alternate city member.

Mr. Betts provided an update on the acquisition of 600 Rush Landing in Novato. Mr. Betts reported that escrow closed on January 29, 2020 and the deed was recorded on January 30, 2020. Staff will return to the Board later this year with updates to the property and any recommended improvements. The property will continue to provide parking for Marin Transit vehicles.

Mr. Betts reported that the Marin Transit Connect service area expansion and fare changes that the Board approved at the January 13, 2020 meeting will go into effect Monday, February 3, 2020. Staff will monitor these changes in the coming weeks and conduct additional outreach and marketing to promote the new service.

Vice President Colin requested that staff send outreach materials to the San Rafael City Manager.

Overall ridership in November 2019 increased by 3.9 percent compared to November 2018. Ridership on fixed-route services increased by 4.1 percent compared to the same month last year. Ridership on Marin Access services increased by 11.5 percent, and Yellow Bus ridership increased by 1.1 percent compared to November 2018.

Mr. Betts noted that poor weather conditions in November likely account for the decrease in Muir Woods Shuttle ridership compared to November 2018.

Director Sears remarked that the increase in ridership on other routes is worth noting.

4. [Consent Calendar](#)

- a. [Minutes for January 13, 2020](#)
- b. [Memorandum of Understanding for CSAC-EIA Property Insurance Coverage](#)
- c. [Marin Transit 2020 Legislative Program](#)

Recommended Action: Approve.

M/s: Director Sears – Director Arnold

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

Noes: None

Absent: None

5. [Marin Transit FY 2020-2029 Short Range Transit Plan](#)

[Staff Report](#)

Planning Manager Aida Banihashemi reported that Marin Transit released a draft of the FY 2020-2029 Short Range Transit Plan (S RTP) for public review and comment at the November 18, 2019 Board meeting and held a public hearing to receive public comment on January 13, 2020. Since that meeting, staff have incorporated additional public and stakeholder comments into the draft plan. Staff requested that the Board adopt the updated S RTP.

Director Connolly requested that staff update the S RTP to reflect the replacement of Golden Gate Transit Route 44 with Route 38/38A. Director Rice requested that staff update the S RTP to state that Measure AA is a 30-year extension, not a 20-year extension.

Vice President Colin expressed appreciation to staff for responding to each of the public comments.

Director Rice expressed appreciation for the S RTP's depth of analysis and for including the history of the Transit District.

Recommended Action: Adopt updated FY 2020-2029 Short Range Transit Plan.

M/s: Director Sears – Director Arnold

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

Noes: None

Absent: None

6. [Marin Transit Fare Policies and Marin Access Program Eligibility and Low-Income Fare Assistance Changes and Title VI Analysis](#)

[Staff Report](#)

Planning Manager Aida Banihashemi reported on this item. As part of the FY 2020-2029 Short Range Transit Plan, staff performed a comprehensive assessment of fare policies across all programs, evaluated eligibility standards for Marin Access programs, and prepared a detailed data analysis. The purpose was to develop a fare change proposal based on recommended goals for fare policy and program eligibility.

Staff prepared a detailed Title VI Fare Equity Analysis that confirmed that the fare change proposal will not result in a disparate impact on minority riders or a disproportionate burden on low-income riders. The analysis reflects federal Title VI guidance and Marin Transit's adopted Policies on Major Service Changes, Disparate Impact, and Disproportionate Burden.

Staff requested that the Board adopt the updated fare and eligibility policies and changes to the Marin Access low-income fare assistance program.

Vice President Colin stated that cash is the most expensive and widely used form of fare payment and expressed appreciation for the changes in fare policy that will transition riders towards using more cost-effective pass options.

Ms. Banihashemi confirmed that forthcoming outreach will focus on educating riders on the most economical ways of paying their fares.

Recommended Action: Review Title VI Fare Equity Analysis and consider adopting changes to Marin Transit fare policies and Marin Access program eligibility and low-income fare assistance.

M/s: Director Sears – Director Connolly

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

Noes: None

Absent: None

[Adjourn](#) President Rodoni adjourned the meeting at 10:28 A.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



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March 2, 2020

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

SUBJECT: Resolution 2020-01 Low Carbon Transit Operations Program

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATION: Approve resolution for application to Caltrans for Senate Bill 862 program funds.

SUMMARY: Staff requests that your Board approve the attached resolution for FY 2019/20 Low Carbon Transit Operations Program (LCTOP) funds (#2020-01). This program is one of several established under Senate Bill (SB) 862, approved in 2014. SB 862 is commonly referred to as the Cap and Trade bill. LCTOP provides assistance to transit agencies to reduce their greenhouse gas emissions and improve mobility, with emphasis on benefiting disadvantaged communities.

Marin Transit will request \$553,396 in LCTOP funds in FY 2019/20. Under the current fiscal year guidelines, Marin Transit will request revenue-based funds directly allocated to the District and a portion of the Marin County population-based funds it shares with the Golden Gate Bridge Highway and Transportation District. The two agencies divide the population-based funds based on their proportional shares of Marin County transit ridership and service levels.

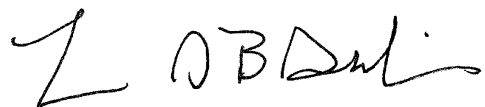
Marin Transit will request that Caltrans roll the funds forward to pay the required local match to purchase four 40ft all-electric buses. The LCTOP guidelines allow for allocated funds to be rolled forward for a maximum of four years. The four electric buses are part of a seat to seat replacement of the District's ten articulated buses. Before purchasing the four all-electric buses, Marin Transit will purchase eleven 40ft hybrid buses. The District anticipate the federal funding for the additional four electric buses in FY 2020/21. This schedule enables Marin Transit to test the District's current two electric buses and develop detailed specifications for procuring additional electric vehicles.

FISCAL/STAFFING IMPACT: The \$553,396 in FY 2019/20 programmed funds represents just over 15 percent of the Board

approved total project budget of \$3,240,000. The District previously requested that Caltrans roll forward the FY 2018/2019 LCTOP funds (\$500,805) to pay for the local match.

If the combined FY 2018/19 and FY 2019/20 LCTOP funds exceed the required local match for the bus purchase, the District will spend any excess funds on vehicle charging infrastructure.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'L Gradia', written over the printed name.

Lauren Gradia
Director of Finance and Capital Programs

Attachment

RESOLUTION #2020-01**AUTHORIZATION FOR THE EXECUTION OF THE
THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT:**

Purchase Four 40ft Electric Transit Vehicles
\$203,600 Population-Based Funds and \$349,746 Revenue-Based Funds

WHEREAS, the Marin County Transit District (the District) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the District wishes to implement the LCTOP project(s) listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that the fund recipient agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2019-20 LCTOP funds:

*Project Name: **Purchase Four 40ft Transit Buses***

*Amount of LCTOP funds requested: **\$553,396***

*Short description of project: **Provide local matching funds for the purchase of Four 40ft Electric Transit Buses.***

*Contributing Sponsors (if applicable): **Metropolitan Transportation Commission (MTC) for population-based funds only.***

APPROVED AND PASSED this 2th day of March 2020

Agency Board Designee:

BY: _____



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March 2, 2020

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 2019/20

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATION: Accept report.

SUMMARY:

As part of the District's service monitoring process, staff has prepared a quarterly performance report alongside the quarterly financial report. Attached is the performance report for the second quarter of FY 2019/20.

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 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-reports> in addition to the monthly reports.

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,

Aida Banihashemi
Planning Manager

Attachments

Quarterly Performance Report for FY 2019/20 Q2

This report summarizes the operational performance of Marin Transit services for the second quarter of FY 2019/20 from October 1, 2019 through December 31, 2019. The Quarterly Performance Report provides detailed route-level statistics, analyzes trends, and evaluates performance measures established under 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 as one system. In December 2016, the District upgraded the system to provide a new tool to create custom reports including this Quarterly Performance Report. The new report captures all costs associated with service operations and is not limited to contractor costs. This reporting format most accurately represents the District's actual costs of providing service.

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

Performance Goals

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

Table 1: Productivity and Subsidy Goals by Service Typology

Service Typology	Routes	Unlinked Passenger Trips per Hour (at or above)	Subsidy per Passenger Trip (at or below)
Local Trunkline	35, 36, 71x	20	\$4.50
Regular Local	17, 22, 23, 23X, 29, 49	18	\$6.50
Local Connector	219, 228, 233, 245, 251, 257	8	\$9.00
Supplemental	113, 115, 117, 119, 125, 139, 145, 149, 151, 154	20 per trip	\$3.00
Rural	61, 68	6	\$12.00
Recreational	66 (Muir Woods Shuttle)	25	\$3.00
Demand Response	Local DAR, Novato DAR, Dillon Beach/Tomales DAR, Point Reyes DAR	2	\$35.00

Performance Summary

In the second quarter of FY 2019/20, Marin Transit carried 814,695 passengers systemwide. This represents a slight decrease of 0.7% in total ridership compared to the second quarter of the previous fiscal year. On fixed-route transit services including Yellow School Bus, Marin Transit carried 773,515 riders. This is a 1.1% decrease from the last fiscal year. Marin Access services

carried 41,180 trips on demand response and mobility management programs. This was a 7.5% increase compared to the last fiscal year. The tables at the end of this report provide a breakdown of all route-level statistics based on Marin Transit's service typology.

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

In the second quarter of FY 2019/20, Local Trunkline services carried 286,908 passengers. This is a 1.5% decrease from the second quarter of the previous fiscal year. Only Route 35 met the productivity and subsidy target of 20 passengers per hour and \$4.50 per passenger, respectively. Route 36 met the productivity target only, and Route 71x did not meet either target this quarter.

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

Local Basic services carried a total of 245,262 passengers during the second quarter of this fiscal year, a slight decrease of 0.4% compared to last fiscal year. None of the six routes met both their productivity and subsidy targets this quarter with the exception of Route 49, which met its subsidy target of \$6.50 per passenger.

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

During the second quarter of the fiscal year, Local Connector services carried 98,719 passengers. This is 1.4% more than the previous year. All routes except for Route 228 met the productivity target of 8 passengers per hour, and two of the six routes met the subsidy target of \$9.00 per passenger (Routes 245 & 251).

Supplemental (Routes 113, 115, 117, 119, 125, 139, 145, 149, 151, and 154)

Supplemental school services carried a total of 52,016 passengers during the second quarter of FY 2019/20. This represents 2.2% decrease in passengers from the previous year. Seven of the ten routes met the productivity target of 20 passengers per trip: Routes 113, 115, 117, 119, 145, 151, and 154. Five of the ten routes met their subsidy target of \$3.00 per passenger: 113, 117, 119, 145, 151. Route 149 is a new route that started service in FY 19/20.

Rural (West Marin Stagecoach Routes 61 and 68)

In the second quarter of the fiscal year, the two Stagecoach routes carried 24,125 passengers. This is about a 7.8% decrease from the prior year. Route 68 met the productivity goal of 6 passengers per hour. Neither route met the subsidy goal of \$12.00 per passenger.

Partnership Services (Route 122 – College of Marin Express)

Route 122 carried a total of 6,593 passengers during the second quarter of the year, a decrease of 13.9% compared to the prior year. There are no performance targets established for Partnership services.

Yellow Bus

Ross Valley School District yellow bus service carried 32,889 passengers during the second quarter of FY 2019/20 for a decrease of approximately 6.1% compared to the prior year. There are no performance targets established for Yellow Bus services.

Recreational (Route 66-Muir Woods Shuttle)

The Muir Woods service carried 27,003 passengers during the second quarter of FY 2019/20 with 7.2% more passengers compared to the previous year. The service did not meet its productivity target of 25 passengers per hour nor its subsidy target of \$3.00 per passenger.

Marin Access

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

In the second quarter of FY 2019/20, local paratransit carried 28,698 passengers. The service productivity average of 2.0 passengers per hour met the 2.0 standard. The number of passengers represents a 3.6% decrease compared to the prior fiscal year. The service did not meet the subsidy target of \$35.00 per passenger.

The Novato Dial-a-Ride service carried 1,338 passengers and met its productivity standard at 2.0 passengers per hour. Ridership was 4.5% higher than in the previous fiscal year. The service did not meet the subsidy target of \$35.00 per passenger.

The Dillon Beach/Tomales Dial-a-Ride provides curb-to-curb pick-up and drop-off between Dillon Beach, Tomales, and Petaluma, and operates on Wednesdays only. During the second quarter of the fiscal year, the service carried 105 passengers, a 1.9% decrease compared to last year. It did not meet the 2.0 passengers per hour productivity target. The service did meet the subsidy target of less than \$35.00 per passenger.

In July 2016, Marin Transit added a general public dial-a-ride service between Point Reyes Station and Novato. The service runs twice per month on the first and third Monday. In the second quarter of the fiscal year, the service carried 68 passengers, 10.5% lower than the second quarter of last year, and met its productivity target with 2.2 passengers per hour. The service also met the subsidy target of less than \$35.00 per passenger trip.

The Volunteer Driver Program completed 3,330 trips in the second quarter of FY 2019/20. This represents a 4.3% decrease compared to the previous fiscal year.

The Catch-a-Ride program provided 3,843 one-way trips. This is an increase of 7.5% compared to the prior year.

Marin Transit launched a new on-demand micro transit service called Marin Transit Connect in FY 17/18. A total of 3,798 passengers rode the service in the second quarter of the FY 19/20, a 55% increase from the prior year. There are currently no Board-adopted performance targets for the Connect service. At the beginning of FY 19/20, staff provided a one-year evaluation report of the Connect pilot program that suggested performance targets of 4 passengers per hour and \$15 per passenger trip. While the program continues to show improvement, the program has not met those targets.

Ridership Trends

The slight 0.7% decrease in ridership is insignificant compared to the trends among bus transit agencies throughout the country and in the Bay Area. According to the National Transit Database, nationwide bus ridership declined 5.4% during the second quarter of FY 2019/20 compared to the prior year. Regionally, Golden Gate Transit experienced a 3.0% decrease in the second quarter of 2019/20.

Various factors can impact ridership such as the number of weekdays in a month, the weather, and service disruptions. In the second quarter of FY 2019/20, several factors contributed to a decline in overall ridership. These included the wildfires and power outage that led in school closures, Muir Woods closures, and reduced travel demand. In addition, Marin Transit

experienced significant service cancellations on routes operated by Golden Gate Transit. This was due to driver shortages during this quarter.

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

Table 2: Factors Impacting Ridership Comparison

Factor		FY 2018/19 Q2	FY 2019/20 Q2	Impact
Calendar	School Days	58	51	▼
	Weekdays	66	66	--
	Weekends & Holidays	30	30	--
	Muir Woods Shuttle	31	33	▲
Service Disruptions (cancelled/missed service)		100	192	▼▼
Rainfall (inches)		10.6	17.3	▼
Gas Prices		\$3.59	\$3.89	--

Compared to the prior year, demand for Marin Access mobility management and demand response programs increased by 9.5% during the second quarter of FY 2019/20. These trends are comparable to growth historically in demand-response programs and in line with the agency's ridership growth of the Connect pilot program. Staff will continue to monitor ridership trends on these services.

FY 2020 Marin Access Outreach and Travel Training

<i>Date</i>	<i>Event</i>	<i>Description</i>	<i>Audience</i>
<i>11/6/2019</i>	<i>Travel Navigator Marin Access Presentation at Bradley House in Tiburon, CA</i>	<i>Travel Training Group Presentation regarding transportation and mobility options for older adults and persons with disabilities in Marin County and beyond.</i>	<i>4</i>
<i>11/12/2019</i>	<i>Travel Navigator Satellite Hours at Mill Valley Community Center</i>	<i>Remote location "office hours" taking place before and during a regularly scheduled senior lunch and preceding bingo, coinciding with the "LIVING IN THE MOMENT" Dementia Conference 2019.</i>	<i>75</i>
<i>11/13/2019</i>	<i>Travel Navigator Satellite Hours at Albert J. Boro Community Center / Pickleweed Park</i>	<i>Remote location "office hours" before and during a regularly scheduled multicultural senior event. Individual counseling and group Q&A available in English, Spanish, and Vietnamese.</i>	<i>34</i>
<i>11/19/2019</i>	<i>Marin City Senior Health Fair at the Marguerita C. Johnson Senior Center in Marin City</i>	<i>Marin City Community Services District and Marin City Health & Wellness Center, two leading organizations serving residents of southern Marin County, hosted a senior health fair. Sixteen organizations providing services to seniors participated, with tables, experts and free resources available. Speakers addressed topics of special interest to people aged 55 and over.</i>	<i>35</i>
<i>11/20/2019</i>	<i>Travel Navigator Satellite Hours at Margaret Todd Senior Center in Novato</i>	<i>Remote location "office hours" in the main lobby of the senior center before and during a senior lunch event.</i>	<i>30</i>
<i>11/21/2019</i>	<i>Travel Navigator Satellite Hours at West Marin Senior Services/Dance Palace in Point Reyes Station</i>	<i>Remote location "office hours" before and during a congregate senior lunch event.</i>	<i>25</i>

Travel Navigator Reporting Month: December 2019

<i>Date</i>	<i>Event</i>	<i>Description</i>	<i>Audience</i>
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FY 2020 Marin Access Outreach and Travel Training

<i>12/11/2019</i>	<i>Travel Navigator Satellite Hours, Goldenaires at San Rafael Community Center</i>	<i>Remote location "office hours" before and during a congregate senior lunch & bingo event.</i>	<i>20</i>
<i>12/19/2019</i>	<i>Travel Navigator Satellite Hours at San Geronimo Valley Community Center</i>	<i>Remote location "office hours" before and during a regularly scheduled senior lunch event.</i>	<i>25</i>

Technology 4 Life Reporting Months: October - December 2019

There were no classes held in Q2. A class was scheduled for October at Career Point but was cancelled due to low enrollment.

Fixed-Route

Fixed-Route Passenger Statistics by Route

Typology	Route	Passengers	%Change*	Revenue Hours	%Change*	Productivity (pax/hr)	Change*
1. Local Trunkline	35	164,067	▼2.9%	5,734	▼1.0%	28.6	▼0.6
	36	94,506	▲1.3%	3,396	▼1.4%	27.8	▲0.7
	71	28,335	▼2.1%	1,867	▲0.1%	15.2	▼0.3
	Rollup	286,908	▼1.5%	10,996	▼0.9%	26.1	▼0.2
2. Local Basic	17	61,976	▼1.6%	3,724	▼1.0%	16.6	▼0.1
	22	52,593	▲4.7%	4,417	▲0.5%	11.9	▲0.5
	23	48,446	▼3.3%	2,781	▼0.2%	17.4	▼0.6
	23X	11,547	▲1.3%	706	▼0.1%	16.3	▲0.2
	29	9,328	▼3.2%	736	-	12.7	▼0.4
	49	61,372	▼0.7%	3,737	▲0.1%	16.4	▼0.1
	Rollup	245,262	▼0.4%	16,103	▼0.1%	15.2	▼0.0
3. Local Connector	219	13,080	▲10.6%	1,631	▲0.1%	8.0	▲0.8
	228	18,736	▼4.7%	2,528	▲0.0%	7.4	▼0.4
	233	9,762	▼7.8%	1,097	-	8.9	▼0.8
	245	13,023	▲1.9%	1,096	▼0.1%	11.9	▲0.2
	251	26,713	▲0.8%	2,401	▲0.0%	11.1	▲0.1
	257	17,405	▲9.0%	1,913	▲0.1%	9.1	▲0.7
	Rollup	98,719	▲1.4%	10,666	▲0.0%	9.3	▲0.1
4. Supplemental	113	4,927	▼20.3%	103	▼11.4%	48.0	▼5.4
	115	3,156	▼17.1%	88	▼5.8%	35.7	▼4.9
	117	6,300	▼7.9%	124	▼12.6%	50.8	▲2.6
	119	9,760	▼12.9%	176	▲2.4%	55.5	▼9.7
	125	2,653	▼16.1%	161	▼6.8%	16.5	▼1.8
	139	1,699	▲37.9%	96	▲1.1%	17.7	▲4.7
	145	5,943	▲27.1%	71	▼7.4%	83.1	▲22.6
	149	2,124		86		24.8	
	151	12,060	▼1.6%	219	▼2.5%	55.0	▲0.5
	154	3,394	▼11.9%	93	▼5.8%	36.5	▼2.6
	Rollup	52,016	▼2.2%	1,217	▲2.2%	42.7	▼1.9
5. Rural	61	5,610	▼9.5%	1,175	▲0.2%	4.8	▼0.5
	68	18,515	▼7.3%	2,683	▼0.2%	6.9	▼0.5
	Rollup	24,125	▼7.8%	3,858	▼0.1%	6.3	▼0.5
6. Partnership Services	122	6,593	▼13.9%	698	▼5.6%	9.4	▼0.9
	Rollup	6,593	▼13.9%	698	▼5.6%	9.4	▼0.9
7. Yellow Bus	Hdn Valley	1,601	▼37.5%	49	▼9.3%	32.7	▼14.7
	White Hill	31,288	▼3.6%	290	▼9.3%	107.9	▲6.3
	Rollup	32,889	▼6.1%	339	▼9.3%	97.0	▲3.3
8. Recreational Rollup	66	27,003	▲7.2%	1,139	▲6.7%	23.7	▲0.1
		773,515	▼1.1%	45,017	▼0.2%	17.2	▼0.2

* Change compared to same quarter of prior year

Fixed-Route

Fixed-Route Financial Statistics by Route

Typology	Route	Operating Cost	%Change*	Passenger Revenue	%Change*	Average Subsidy	Change*	Farebox Recovery	Change*
1. Local Trunkline	35	\$868,472	▲0.0%	\$150,592	▼8.3%	\$4.38	▲\$0.21	17.3%	▼1.6%
	36	\$509,137	▼0.5%	\$83,290	▼4.9%	\$4.51	▼\$0.04	16.4%	▼0.7%
	71	\$296,485	▲1.3%	\$32,413	▼9.8%	\$9.32	▲\$0.45	10.9%	▼1.3%
	Rollup	\$1,674,094	▲0.1%	\$266,295	▼7.5%	\$4.91	▲\$0.15	15.9%	▼1.3%
2. Local Basic	17	\$564,737	▲0.1%	\$64,650	▼9.9%	\$8.07	▲\$0.24	11.4%	▼1.3%
	22	\$440,367	▲1.1%	\$56,960	▼7.0%	\$7.29	▼\$0.16	12.9%	▼1.1%
	23	\$407,555	▲0.8%	\$48,238	▼8.2%	\$7.42	▲\$0.40	11.8%	▼1.2%
	23X	\$105,181	▲1.3%	\$9,764	▼11.5%	\$8.26	▲\$0.12	9.3%	▼1.3%
	29	\$109,537	▲1.4%	\$8,162	▼14.1%	\$10.87	▲\$0.65	7.5%	▼1.3%
	49	\$385,545	▲1.0%	\$50,805	▼12.5%	\$5.45	▲\$0.22	13.2%	▼2.0%
	Rollup	\$2,012,922	▲0.8%	\$238,580	▼9.7%	\$7.23	▲\$0.19	11.9%	▼1.4%
3. Local Connector	219	\$169,267	▲3.3%	\$14,690	▲3.3%	\$11.82	▼\$0.83	8.7%	▲0.0%
	228	\$251,799	▲3.2%	\$19,764	▼14.5%	\$12.38	▲\$1.14	7.8%	▼1.6%
	233	\$111,737	▲3.2%	\$8,492	▼22.7%	\$10.58	▲\$1.39	7.6%	▼2.5%
	245	\$109,145	▲3.1%	\$10,821	▼10.5%	\$7.55	▲\$0.21	9.9%	▼1.5%
	251	\$248,445	▲3.2%	\$19,948	▼15.3%	\$8.55	▲\$0.36	8.0%	▼1.8%
	257	\$194,128	▲3.3%	\$15,421	▼7.3%	\$10.27	▼\$0.46	7.9%	▼0.9%
	Rollup	\$1,084,520	▲3.2%	\$89,137	▼11.4%	\$10.08	▲\$0.32	8.2%	▼1.4%
4. Supplemental	113	\$17,154	▼10.7%	\$3,411	▼15.4%	\$2.79	▲\$0.33	19.9%	▼1.1%
	115	\$14,413	▼6.1%	\$1,181	▼36.1%	\$4.19	▲\$0.65	8.2%	▼3.9%
	117	\$19,920	▼13.1%	\$2,486	▼27.6%	\$2.77	▼\$0.08	12.5%	▼2.5%
	119	\$30,027	▲1.0%	\$6,124	▼23.1%	\$2.45	▲\$0.51	20.4%	▼6.4%
	125	\$23,838	▼7.1%	\$2,248	▼22.8%	\$8.14	▲\$0.94	9.4%	▼1.9%
	139	\$14,684	▲1.5%	\$1,364	▲12.5%	\$7.84	▼\$2.92	9.3%	▲0.9%
	145	\$11,252	▼8.2%	\$2,175	▲10.8%	\$1.53	▼\$0.68	19.3%	▲3.3%
	149	\$12,607		\$642		\$5.63		5.1%	
	151	\$32,231	▼3.2%	\$5,115	▼15.3%	\$2.25	▲\$0.03	15.9%	▼2.3%
	154	\$13,020	▼6.4%	\$2,063	▼0.9%	\$3.23	▲\$0.16	15.8%	▲0.9%
	Rollup	\$189,146	▲1.2%	\$26,808	▼14.9%	\$3.12	▲\$0.20	14.2%	▼2.7%
5. Rural	61	\$129,771	▲2.3%	\$6,078	▼10.3%	\$22.05	▲\$2.68	4.7%	▼0.7%
	68	\$302,585	▲2.0%	\$18,290	▼10.3%	\$15.35	▲\$1.52	6.0%	▼0.8%
	Rollup	\$432,356	▲2.0%	\$24,368	▼10.3%	\$16.91	▲\$1.76	5.6%	▼0.8%
6. Partnership Services	122	\$96,983	▼5.8%	\$34,995	▼8.8%	\$9.40	▲\$0.97	36.1%	▼1.2%
	Rollup	\$96,983	▼5.8%	\$34,995	▼8.8%	\$9.40	▲\$0.97	36.1%	▼1.2%
7. Yellow Bus	Hdn Valley	\$28,921	▼22.1%	\$9,936	▼5.9%	\$11.86	▲\$1.48	34.4%	▲5.9%
	White Hill	\$171,211	▼22.1%	\$114,600	▼13.9%	\$1.81	▼\$0.86	66.9%	▲6.4%
	Rollup	\$200,132	▼22.1%	\$124,536	▼13.3%	\$2.30	▼\$0.94	62.2%	▲6.3%
8. Recreational Rollup	66	\$239,198	▲18.8%	\$4,833	▼92.4%	\$8.68	▲\$3.23	2.0%	▼29.8%
		\$5,929,351	▲0.6%	\$809,552	▼15.4%	\$6.62	▲\$0.31	13.7%	▼2.6%

* Change compared to same quarter of prior year

Marin Access

Marin Access Passenger Statistics by Service

Typology	Route	Passengers	%Change*	Revenue Hours	%Change*	Productivity (pax/hr)	Change*
9. Demand Response	Dillon DAR	105	▼1.9%	60	▼7.7%	1.8	▲0.1
	Local Para	28,698	▼3.6%	13,859	▼5.8%	2.1	▲0.0
	MTC	3,798	▲16.6%	1,290	▼28.6%	2.9	▲1.1
	Novato DAR	1,338	▲4.5%	610	▼3.4%	2.2	▲0.2
	PtReyesDAR	68	▼10.5%	32	-	2.2	▼0.3
	Rollup	34,007	▼1.4%	15,850	▼8.1%	2.1	▲0.1
Catch-A-Ride	CAR_Gen	2,197	▲18.3%	0			
	CAR_LowInc	1,646	▼4.1%	0			
	Rollup	3,843	▲7.5%	0			
Volunteer Driver	VolDrvr	2,553	▲4.2%	3,040	▼8.7%	0.8	▲0.1
	VolDrvrWM	777	▼24.3%	1,273	▼20.4%	0.6	▼0.0
Rollup		41,180	▼0.9%	20,163	▼9.0%	2.0	▲0.2

Marin Access Financial Statistics by Service

Typology	Route	Operating Cost	%Change*	Passenger Revenue	%Change*	Average Subsidy	Change*	Farebox Recovery	Change*
9. Demand Response	Dillon DAR	\$3,822	▼3.3%	\$453	▲109.7%	\$32.09	▼\$2.83	11.9%	▲6.4%
	Local Para	\$1,099,091	▼5.9%	\$44,682	▼20.0%	\$36.74	▼\$0.62	4.1%	▼0.7%
	MTC	\$126,829	▼21.0%	\$7,512	▲13.0%	\$31.42	▼\$15.83	5.9%	▲1.8%
	Novato DAR	\$49,619	▲6.3%	\$1,568	▼24.0%	\$35.91	▲\$1.06	3.2%	▼1.3%
	PtReyesDAR	\$2,045	▲6.5%	\$294	▲87.0%	\$25.76	▲\$2.55	14.4%	▲6.2%
	Rollup	\$1,281,408	▼7.2%	\$54,509	▼16.0%	\$36.08	▼\$2.09	4.3%	▼0.4%
Catch-A-Ride	CAR_Gen	\$66,601	▲9.3%	\$3,196	▼24.6%	\$28.86	▼\$1.66	4.8%	▼2.2%
	CAR_LowInc	\$29,826	▼17.2%	\$2,422	▼38.6%	\$16.65	▼\$2.03	8.1%	▼2.8%
	Rollup	\$96,427	▼0.5%	\$5,618	▼31.4%	\$23.63	▼\$1.20	5.8%	▼2.6%
Volunteer Driver	VolDrvr	\$20,352	▲1.2%	\$0		\$7.97	▼\$0.23	0.0%	-
	VolDrvrWM	\$10,785	▼20.3%	\$0		\$13.88	▲\$0.71	0.0%	-
Rollup		\$1,408,972	▼6.8%	\$60,126	▼17.7%	\$32.75	▼\$1.88	4.3%	▼0.6%

* Change compared to same quarter of prior year

Systemwide Total

Systemwide Passenger Statistics Summary

	Passengers	%Change*	Revenue Hours	%Change*	Productivity (pax/hr)	Change*
Values	814,695	▼1.1%	65,180	▼3.1%	12.5	▲0.3

Systemwide Financial Statistics Summary

	Operating Cost	%Change*	Passenger Revenue	%Change*	Average Subsidy	Change*	Farebox Recovery	Change*
Values	\$7,338,324	▼0.9%	\$869,678	▼15.6%	\$7.94	▲\$0.20	11.9%	▼2.1%

* Change compared to same quarter of prior year



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March 2, 2020

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

SUBJECT: Marin County Transit District Second Quarter FY 2019/20 Financial Report

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATION: Accept report.

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 2019/20.

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

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

Operating Expenses

FY 2019/20 operating expenditures through the second quarter (Attachment A, Page 1) are \$16.0 million which is forty-eight percent of the annual budget of \$33.6 million. With these expenditures, Marin Transit successfully delivered the transit services identified in Table 1.

Operating Revenue

Marin Transit's FY2019/20 operating revenues through the second quarter (Attachment A, Page 1) are \$18.3 million or forty-nine percent of the annual budget of \$37.2 million.

Capital Budget

Through the second quarter, Marin Transit's expenditures in the Capital Budget (Attachment A, Page 1) were \$1.7 million or seven percent of the \$22.6 million budget. Capital revenues typically tie closely to expenditures as they tend to be on a reimbursement basis. The primary expenditures were for the second of two electric buses and mid-life

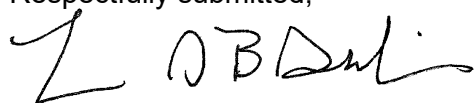
battery replacements for hybrid transit vehicles. Large expenditures for eleven 40ft hybrid vehicles and the purchase of a maintenance facility are anticipated in next quarter. Attachment C includes a complete Capital Report for all major Marin Transit capital projects for the current period.

Table 1: FY 2019/20 Year to Date (YTD) thru Second Quarter Service Operations

<i>Service</i>	<i>Annual Estimated Revenue Hours</i>	<i>YTD thru Q2 Actual Revenue Hours</i>	<i>% of Annual</i>
<i>Regular Local and Trunk Line</i>	<i>116,000</i>	<i>54,425</i>	<i>47%</i>
<i>Community Shuttles</i>	<i>43,500</i>	<i>21,379</i>	<i>49%</i>
<i>Local Supplemental School¹</i>	<i>6,850</i>	<i>3,026</i>	<i>44%</i>
<i>Muir Woods Shuttle</i>	<i>6,500</i>	<i>3,573</i>	<i>55%</i>
<i>Novato Dial-A-Ride</i>	<i>2,400</i>	<i>1,271</i>	<i>53%</i>
<i>West Marin Stagecoach Service</i>	<i>16,400</i>	<i>8,127</i>	<i>50%</i>
<i>Rural Dial A Ride</i>	<i>435</i>	<i>188</i>	<i>43%</i>
<i>Transit Connect</i>	<i>8,500</i>	<i>2,848</i>	<i>34%</i>
<i>Local Paratransit Service</i>	<i>63,800</i>	<i>29,142</i>	<i>46%</i>
<i>Regional Paratransit Service</i>	<i>8,500</i>	<i>3,346</i>	<i>39%</i>
<i>Yellow School Bus Service</i>	<i>6 buses</i>	<i>-</i>	<i>-</i>
<i>Service</i>	<i>Annual Estimated Trips</i>	<i>YTD thru Q2 Actual Trips</i>	<i>% of Annual</i>
<i>Catch A Ride</i>	<i>15,400</i>	<i>7,747</i>	<i>50%</i>
<i>Volunteer Driver</i>	<i>15,700</i>	<i>6,366</i>	<i>41%</i>
<i>Notes: 1) Includes College of Marin service</i>			

FISCAL/STAFFING IMPACT: None in this report.

Respectfully submitted,



Lauren Gradia
Director of Finance and Capital Projects

Attachment A: FY2019/20 Second Quarter Financial Report

Attachment B: FY2019/20 Budget Amendments

Attachment C: Capital Project Report

Marin Transit
 FY2019/20 Q2 Budget Report
 From 7/1/2019 Through 12/31/2019

Summary

	<u>FY19 Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget - Revised</u>	<u>Current Period Actual</u>	<u>Percent Total Budget Used</u>
Revenue					
Capital	3,587,683	18,583,692	19,648,843	1,669,195	8.50%
Vehicle Operations	34,660,941	37,159,021	37,159,020	18,344,363	49.37%
Total Revenue	<u>38,248,624</u>	<u>55,742,713</u>	<u>56,807,863</u>	<u>19,986,354</u>	<u>35.18%</u>
Expenses					
Capital	3,587,683	21,583,691	22,648,841	1,669,195	7.37%
Vehicle Operations	30,563,140	33,567,353	33,592,353	15,978,412	47.57%
Total Expenses	<u>34,150,823</u>	<u>55,151,044</u>	<u>56,241,194</u>	<u>17,647,607</u>	<u>31.38%</u>
Expenditures	<u>34,150,824</u>	<u>55,151,044</u>	<u>56,241,194</u>	<u>17,647,607</u>	<u>31.38%</u>
Net Revenue Over Expenditures	<u>4,097,801</u>	<u>591,669</u>	<u>566,668</u>	<u>2,338,747</u>	<u>412.72%</u>

FY2019/20 Q2 Budget Report
From 7/1/2019 Through 12/31/2019

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

	FY2018/19 Actual	Total Budget - Original	Total Budget - Revised	Current Period Actual	Percent Total Budget Used
Fare Revenue	4,024,376	4,160,781	4,160,781	1,939,642	47%
Advertising & Other Revenue	390,093	408,000	408,000	201,950	49%
Fee for Service	1,934,611	2,097,563	2,097,563	979,964	47%
Interest	198,694	150,700	150,700	93,516	62%
Measure A	13,460,000	6,899,497	6,899,497	1,699,572	25%
Measure A Interest	85,000	0	0	85,000	0%
Measure AA	0	7,508,005	7,508,004	5,291,588	79%
Measure B	991,414	1,245,000	1,245,000	444,799	36%
Property Taxes	4,557,957	4,629,004	4,629,004	2,556,542	55%
Redevelopment Area (RDA) Fees	48,787	39,950	39,950	26,751	67%
State Transit Assistance (STA)	1,841,702	2,375,692	2,375,692	1,043,105	44%
Transit Development Act (TDA)	5,109,399	5,836,446	5,836,446	2,892,039	50%
Other State	354,858	18,800	18,800	3,047	16%
FTA Funds	1,417,148	1,338,413	1,338,413	842,835	63%
National Park Service	323,523	452,570	452,570	271,217	60%
Cost Center Revenue Transfers	(76,621)	(1,400)	(1,400)	(27,204)	1943%
Total Revenue	<u>34,660,941</u>	<u>37,159,021</u>	<u>37,159,020</u>	<u>18,344,363</u>	<u>49%</u>
Salaries and Benefits	2,326,048	2,675,000	2,675,000	1,194,343	45%
Consultant Services	320,303	727,217	727,217	129,759	18%
Professional Service-Legal	74,552	0	0	5,872	0%
Security and Maintenance	260,405	303,854	303,854	156,051	51%
Customer Service	596,949	651,950	651,950	322,888	50%
Indirect County Overhead	0	2,652	2,652	0	0%
Mobility Management Support Programs	7,344	29,800	29,800	7,044	24%
Grants to External Agencies	0	405,485	405,485	67,523	17%
Office Supplies	155,764	233,808	258,808	170,748	66%
General Insurance	36,166	40,000	40,000	47,662	119%
Contract Service Operation	24,244,754	25,631,104	25,631,104	12,351,541	51%
Membership & Prof Development	23,223	63,654	63,654	8,232	13%
Mileage and Travel	12,644	24,401	24,401	13,536	55%
Marketing	116,675	246,808	246,808	76,735	31%
Communication	90,394	227,623	227,623	115,878	51%
Fuel	2,521,500	2,663,294	2,663,294	1,306,792	51%
Vehicle Leases	26,378	24,730	24,730	12,350	50%
Office - Rental and Overhead	126,723	141,110	141,110	68,569	49%
Partner Agency Pass Through	85,000	0	0	85,000	0%
Cost Center Transfers	(461,682)	(525,136)	(525,136)	(162,111)	31%
Total Expenses	<u>30,563,140</u>	<u>33,567,353</u>	<u>33,592,353</u>	<u>15,978,412</u>	<u>24%</u>

FY2019/20 Q2 Budget Report

From 7/1/2019 Through 12/31/2019

Detail: Administration

		Total Budget -		Total Budget -	Current Period	Percent Total
		FY19 Actual	Original	Revised	Actual	Budget Used
Revenue						
Interest	4070400	198,694	150,700	150,700	93,516	62%
Development Fees	4079950	20,494	19,950	19,950	12,059	60%
Residual ABX 126	4079954	28,293	20,000	20,000	14,692	73%
PropTax-CurrntSecured	4080101	4,020,242	4,106,048	4,106,048	2,302,793	56%
County Fee-SV2557Admin Basic Tax	4080102	(61,406)	(64,562)	(64,562)	(30,703)	48%
Property Tax-Unitary	4080103	38,901	36,050	36,050	0	0%
PropTax-CurrntUnSecur	4080104	73,364	75,000	75,000	8,087	11%
Educ Rev Augm Fund-Redist	4080105	388,770	380,000	380,000	263,214	69%
PropTax-Supp CY SECR	4080106	91,711	90,000	90,000	8,228	9%
PropTax-Supp Unsecured	4080107	791	1,000	1,000	0	0%
PropTax-Redemption	4080108	2,693	1,500	1,500	2,015	134%
Property Tax-Prior Unsecured	4080109	2,891	3,968	3,968	2,908	73%
Other	4090101	152	0	0	0	0%
Other State	4119940	<u>284</u>	<u>300</u>	<u>300</u>	<u>239</u>	<u>80%</u>
Total Revenue		4,805,874	4,819,954	4,819,954	2,677,048	56%
Transfers						
Property Tax Transfer	4700001	(554,339)	(852,865)	(852,865)	(234,274)	27%
Total Transfers		(554,339)	(852,865)	(852,865)	(234,274)	27%
Net Revenue		<u>4,251,535</u>	<u>3,967,089</u>	<u>3,967,089</u>	<u>2,442,774</u>	<u>62%</u>
Expense						
Salaries	5010200	1,462,869	1,710,720	1,710,720	874,142	51%
Employee Benefits	5020000	863,179	964,280	964,280	320,202	33%
Consultant Services	5030301	176,752	334,750	334,750	82,550	23%
Prof Svcs - Accounting and Audit	5030305	30,011	34,189	34,189	0	0%
Office Supplies	5049901	7,471	13,000	13,000	3,470	27%
Small Furn/Equip	5049902	4,230	10,000	10,000	420	4%
Software	5049903	59,386	61,800	61,800	51,906	84%
Copier Suppl & Srv	5049904	8,276	9,442	9,442	4,336	46%
Postage	5049905	1,025	3,183	3,183	1,088	34%
Computers	5049906	16,184	20,600	20,600	0	0%
Communication - Phone	5050201	24,931	32,167	32,167	12,024	37%
Insurance - Gen Liability	5060301	36,166	40,000	40,000	47,662	119%
Membership & Prof Development	5090101	23,223	63,654	63,654	8,232	13%
Mileage and Travel	5090202	12,644	24,401	24,401	13,536	55%
Marketing	5090801	8,938	13,113	13,113	9,031	69%
County Fee - Special District	5100401	0	2,652	2,652	0	0%
Office Rental	5121200	<u>126,723</u>	<u>141,110</u>	<u>141,110</u>	<u>68,569</u>	<u>49%</u>
Total Expense		2,862,007	3,479,060	3,479,060	1,497,166	43%
Transfers						
Salary/Benefit Transfers	5100100	(2,257,540)	(2,514,176)	(2,514,176)	(1,135,522)	45%
Transfer Overhead	5100101	(450,733)	(589,463)	(589,463)	(305,342)	52%
Total Transfers		(2,708,274)	(3,103,639)	(3,103,639)	(1,440,864)	46%
Total Expense		<u>153,733</u>	<u>375,421</u>	<u>375,421</u>	<u>56,301</u>	<u>15%</u>

FY2019/20 Q2 Budget Report
From 7/1/2019 Through 12/31/2019

Detail: Local Service

			Total Budget -	Total Budget -	Current Period	Percent Total
		FY19 Actual	Original	Revised	Actual	Budget Used
Revenue						
Advertising Revenue	4060301	240,960	258,000	258,000	122,536	47%
Lease of Property	4070301	149,133	150,000	150,000	79,414	53%
Other Gov Agency Payments	4090101	1,725	0	0	0	0%
Measure A Sales Tax	4092001	9,822,215	6,201,178	6,201,178	1,699,572	27%
Measure A Sales tax - Interest	4092003	85,000	0	0	85,000	0%
Measure AA Sales Tax	4092005	0	3,918,822	3,918,821	3,175,220	100%
State Transit Assistance	4110101	1,140,266	1,274,541	1,274,541	522,530	41%
Transit Development Act (TDA)	4110102	5,109,399	5,836,446	5,836,446	2,892,039	50%
State Transit Assistance - Lifeline	4110103	0	391,151	391,151	195,576	50%
State Transit Assistance - Revenue Based	4110104	598,064	650,000	650,000	325,000	50%
State- Low Carbon Transit Ops Program	4119904	335,795	0	0	0	0%
National Park Service	4139951	323,371	452,570	452,570	271,217	60%
Special Fares - Paid By Another Agency	4020000	686,293	701,250	701,250	357,110	51%
Fare Revenue	4140100	<u>2,414,173</u>	<u>2,439,800</u>	<u>2,439,800</u>	<u>1,186,516</u>	<u>49%</u>
Total Revenue		20,906,394	22,273,758	22,273,757	10,911,730	49%
Transfers						
Property Tax Transfer	4700001	0	68,950	68,950	207,070	300%
Program Revenue Transfer	4700002	<u>81,326</u>	<u>80,000</u>	<u>80,000</u>	<u>0</u>	<u>0%</u>
Total Transfers		81,326	148,950	148,950	207,070	139%
Net Revenue		<u>20,987,720</u>	<u>22,422,708</u>	<u>22,422,707</u>	<u>11,118,800</u>	<u>50%</u>
Expense						
Consultant Services	5030301	95,480	210,000	210,000	18,985	9%
Fare Processing Charges	5030310	15,923	17,000	17,000	6,824	40%
Customer Service	5030320	288,777	300,000	300,000	158,870	53%
Custodial Service	5030602	12,236	21,954	21,954	8,036	37%
Security Services	5030701	246,378	280,000	280,000	147,020	53%
Fuel	5040101	1,698,478	1,737,000	1,737,000	857,848	49%
Electric Power	5040160	7,022	49,200	49,200	14,825	30%
Small Furn/Equipment	5049902	2,819	5,000	5,000	3,159	63%
Software	5049903	50	30,000	30,000	2,671	9%
Communication-AVL	5050205	2,317	109,115	109,115	57,092	52%
Communication-Data	5050206	2,284	3,012	3,012	1,300	43%
Purchased Transportation - In Report	5080101	16,901,437	17,812,316	17,812,316	8,735,949	49%
Marketing	5090801	67,090	95,707	95,707	45,444	47%
Expense Transfer - GGT Pass Through	5100404	<u>85,000</u>	<u>0</u>	<u>0</u>	<u>85,000</u>	<u>0%</u>
Total Expense		19,425,292	20,670,305	20,670,305	10,143,023	49%
Transfers						
Cost Center Salary/Benefit Transfers	5100100	1,302,319	1,477,231	1,477,231	768,994	52%
Cost Center Transfer Overhead	5100101	<u>260,109</u>	<u>275,172</u>	<u>275,172</u>	<u>206,783</u>	<u>75%</u>
Total Transfers		1,562,428	1,752,403	1,752,403	975,777	56%
Total Expense		<u>20,987,720</u>	<u>22,422,708</u>	<u>22,422,708</u>	<u>11,118,800</u>	<u>50%</u>

FY2019/20 Q2 Budget Report

From 7/1/2019 Through 12/31/2019

Detail: Yellow Bus Service

		FY2018/19	Total Budget -	Total Budget -	Current Period	Percent Total
		Actual	Original	Revised	Actual	Budget Used
Revenue						
Yellow Bus Fares - Paid by other Agency	4030000	145,000	151,000	151,000	0	0%
Local Government Payments	4090101	108,425	106,550	106,550	47,962	45%
Measure A Sales Tax	4092001	261,467	0	0	0	0%
Measure AA Sales Tax	4092005	0	600,000	600,000	184,971	31%
Fare Revenue - Yellow Bus	4140105	<u>354,831</u>	<u>441,937</u>	<u>441,937</u>	<u>192,832</u>	<u>44%</u>
Total Revenue		869,722	1,299,487	1,299,487	425,766	33%
Transfers						
Property Tax Transfer	4700001	<u>0</u>	<u>31,326</u>	<u>31,326</u>	<u>0</u>	<u>0%</u>
Total Transfers		0	31,326	31,326	0	0%
Net Revenue		<u>869,722</u>	<u>1,330,813</u>	<u>1,330,813</u>	<u>425,766</u>	<u>32%</u>
Expense						
Consultant Services	5030301	31,649	0	0	2,705	0%
Fare Processing Charges	5030310	9,461	18,107	18,107	6,866	38%
Custodial Service	5030602	1,791	1,900	1,900	855	45%
Small Furn/Equip	5049902	572	4,750	4,750	136	3%
Software	5049903	447	0	0	400	0%
Communication-AVL	5050205	6,094	15,390	15,390	0	0%
Communication-Data	5050206	8,633	9,500	9,500	4,105	43%
Yellow Bus School Service	5080103	619,009	642,967	642,967	266,408	41%
Marketing	5090801	85	4,000	4,000	193	5%
Grants to Yellow Bus Prgms	5098050	0	405,485	405,485	67,523	17%
Leases and Rentals	5120401	<u>26,378</u>	<u>24,730</u>	<u>24,730</u>	<u>12,350</u>	<u>50%</u>
Total Expense		704,119	1,126,829	1,126,829	361,542	32%
Transfers						
Cost Center Salary/Benefit Transfers	5100100	138,037	156,840	156,840	45,961	29%
Cost Center Transfer Overhead	5100101	<u>27,566</u>	<u>47,144</u>	<u>47,144</u>	<u>12,359</u>	<u>26%</u>
Total Transfers		165,603	203,984	203,984	58,320	29%
Total Expense		<u>869,722</u>	<u>1,330,813</u>	<u>1,330,813</u>	<u>419,862</u>	<u>32%</u>

FY2019/20 Q2 Budget Report

From 7/1/2019 Through 12/31/2019

Detail: Rural Service

			Total Budget -	Total Budget -	Current Period	Percent Total
		FY19 Actual	Original	Revised	Actual	Budget Used
Revenue						
Measure A Sales Tax	4092001	990,000	174,580	174,580	0	0%
Measure AA Sales Tax	4092005	0	714,128	714,128	861,706	121%
Fed-FTA 5311 Rural	4139920	215,088	213,885	213,885	0	0%
Fare Revenue	4140100	<u>110,245</u>	<u>121,794</u>	<u>121,794</u>	<u>49,613</u>	<u>41%</u>
Total Revenue		1,315,333	1,224,386	1,224,386	911,319	74%
Transfers						
Property Tax Transfer	4700001	<u>477,718</u>	<u>712,648</u>	<u>712,648</u>	<u>0</u>	<u>0%</u>
Total Transfers		477,718	712,648	712,648	0	0%
Net Revenue		<u>1,793,051</u>	<u>1,937,034</u>	<u>1,937,034</u>	<u>911,319</u>	<u>47%</u>
Expense						
Consultant Services	5030301	5,399	15,000	15,000	3,406	23%
Fuel	5040101	208,435	230,000	230,000	109,792	48%
Communication-AVL	5050205	165	0	0	132	0%
Communication-Data	5050206	7,572	16,409	16,409	13,756	84%
Purchased Transportation - In Report	5080101	831	1,061	1,061	416	39%
Purchased Transportation - Regional	5080102	1,435,669	1,482,772	1,482,772	733,085	49%
Marketing	5090801	<u>7,397</u>	<u>33,138</u>	<u>33,138</u>	<u>5,170</u>	<u>16%</u>
Total Expense		1,665,468	1,778,380	1,778,380	865,757	49%
Transfers						
Cost Center Salary/Benefit Transfers	5100100	106,346	121,987	121,987	45,562	37%
Cost Center Transfer Overhead	5100101	<u>21,237</u>	<u>36,667</u>	<u>36,667</u>	<u>12,252</u>	<u>33%</u>
Total Transfers		127,584	158,654	158,654	57,814	36%
Total Expense		<u>1,793,051</u>	<u>1,937,034</u>	<u>1,937,034</u>	<u>923,571</u>	<u>48%</u>

FY2019/20 Q2 Budget Report

From 7/1/2019 Through 12/31/2019

Detail: Marin Access

		Total Budget -		Total Budget -	Current Period	Percent Total
		FY19 Actual	Original	Revised	Actual	Budget Used
Revenue						
Measure A Sales Tax	4092001	2,386,318	523,739	523,739	0	0%
Measure AA Sales Tax	4092005	0	2,275,056	2,275,056	1,069,691	47%
Measure B	4099950	991,414	1,245,000	1,245,000	444,799	36%
State Transit Assistance	4110101	103,372	60,000	60,000	0	0%
State Prop Tx Relief HOPTR	4119910	18,779	18,500	18,500	2,808	15%
Fed-FTA 5307 Urbanized Area Formula	4139910	715,573	687,028	687,028	539,346	79%
Fed-FTA 5310 Mobility	4139915	486,487	437,500	437,500	303,489	69%
Fare Revenue	4140100	313,834	305,000	305,000	153,570	50%
Misc.-Reimbursement	4601001	3,003	0	0	0	0%
GGBHTD Payment for Local Paratransit	4601003	1,054,043	1,145,995	1,145,995	549,589	48%
GGBHTD Payment for Regional Paratransit	4601004	<u>767,416</u>	<u>845,018</u>	<u>845,018</u>	<u>382,413</u>	<u>45%</u>
Total Revenue		6,840,238	7,542,835	7,542,835	3,445,704	46%
Transfers						
Property Tax Transfer	4700001	0	38,541	38,541	0	0%
Program Revenue Transfer	4700002	<u>(81,326)</u>	<u>(80,000)</u>	<u>(80,000)</u>	<u>0</u>	<u>0%</u>
Total Transfers		<u>(81,326)</u>	<u>(41,459)</u>	<u>(41,459)</u>	<u>0</u>	<u>0%</u>
Net Revenue		<u>6,758,913</u>	<u>7,501,376</u>	<u>7,501,376</u>	<u>3,445,704</u>	<u>46%</u>
Expense						
Consultant Services	5030301	29,377	96,171	96,171	14,108	15%
Fare Processing Charges	5030310	801	2,000	2,000	327	16%
Customer Service	5030320	308,172	351,950	351,950	164,018	47%
Fuel	5040101	607,565	647,094	647,094	324,327	50%
Equipment	5049902	0	0	0	431	0%
Software	5049903	55,141	76,034	101,034	102,599	102%
Communication- Mobile Data Terminal	5050203	0	5,000	5,000	0	0%
Communication-MERA Radio	5050204	22,744	20,969	20,969	20,291	97%
Communication-Data	5050206	14,988	15,000	15,000	6,895	46%
Purchased Transportation - In Report	5080101	4,541,478	4,878,268	4,878,268	2,252,464	46%
Purchased Transportation - Regional	5080102	747,161	814,780	814,780	363,635	45%
Marketing	5090801	33,165	100,850	100,850	16,896	17%
Misc-Exp Transit User Training	5098001	1,019	9,800	9,800	6,444	66%
Gap Grant	5098002	<u>6,325</u>	<u>20,000</u>	<u>20,000</u>	<u>600</u>	<u>3%</u>
Total Expense		6,367,936	7,037,915	7,062,915	3,273,036	46%
Transfers						
Cost Center Salary/Benefit Transfers	5100100	326,007	358,697	358,697	147,248	41%
Cost Center Transfer Overhead	5100101	<u>64,970</u>	<u>104,764</u>	<u>104,764</u>	<u>39,595</u>	<u>38%</u>
Total Transfers		<u>390,977</u>	<u>463,461</u>	<u>463,461</u>	<u>186,843</u>	<u>40%</u>
Total Expense		<u>6,758,913</u>	<u>7,501,376</u>	<u>7,526,376</u>	<u>3,459,879</u>	<u>46%</u>

FY2019/20 Q2 Budget Report

From 7/1/2019 Through 12/31/2019

Detail: Marin Access

		Total Budget -		Total Budget -	Current Period	Percent Total
		FY19 Actual	Original	Revised	Actual	Budget Used
Revenue						
Measure A Sales Tax	4092001	2,386,318	523,739	523,739	0	0%
Measure AA Sales Tax	4092005	0	2,275,056	2,275,056	1,069,691	47%
Measure B	4099950	991,414	1,245,000	1,245,000	444,799	36%
State Transit Assistance	4110101	103,372	60,000	60,000	0	0%
State Prop Tx Relief HOPTR	4119910	18,779	18,500	18,500	2,808	15%
Fed-FTA 5307 Urbanized Area Formula	4139910	715,573	687,028	687,028	539,346	79%
Fed-FTA 5310 Mobility	4139915	486,487	437,500	437,500	303,489	69%
Fare Revenue	4140100	313,834	305,000	305,000	153,570	50%
Misc.-Reimbursement	4601001	3,003	0	0	0	0%
GGBHTD Payment for Local Paratransit	4601003	1,054,043	1,145,995	1,145,995	549,589	48%
GGBHTD Payment for Regional Paratransit	4601004	<u>767,416</u>	<u>845,018</u>	<u>845,018</u>	<u>382,413</u>	<u>45%</u>
Total Revenue		6,840,238	7,542,835	7,542,835	3,445,704	46%
Transfers						
Property Tax Transfer	4700001	0	38,541	38,541	0	0%
Program Revenue Transfer	4700002	<u>(81,326)</u>	<u>(80,000)</u>	<u>(80,000)</u>	<u>0</u>	<u>0%</u>
Total Transfers		<u>(81,326)</u>	<u>(41,459)</u>	<u>(41,459)</u>	<u>0</u>	<u>0%</u>
Net Revenue		<u>6,758,913</u>	<u>7,501,376</u>	<u>7,501,376</u>	<u>3,445,704</u>	<u>46%</u>
Expense						
Consultant Services	5030301	29,377	96,171	96,171	14,108	15%
Fare Processing Charges	5030310	801	2,000	2,000	327	16%
Customer Service	5030320	308,172	351,950	351,950	164,018	47%
Fuel	5040101	607,565	647,094	647,094	324,327	50%
Equipment	5049902	0	0	0	431	0%
Software	5049903	55,141	76,034	101,034	102,599	102%
Communication- Mobile Data Terminal	5050203	0	5,000	5,000	0	0%
Communication-MERA Radio	5050204	22,744	20,969	20,969	20,291	97%
Communication-Data	5050206	14,988	15,000	15,000	6,895	46%
Purchased Transportation - In Report	5080101	4,541,478	4,878,268	4,878,268	2,252,464	46%
Purchased Transportation - Regional	5080102	747,161	814,780	814,780	363,635	45%
Marketing	5090801	33,165	100,850	100,850	16,896	17%
Misc-Exp Transit User Training	5098001	1,019	9,800	9,800	6,444	66%
Gap Grant	5098002	<u>6,325</u>	<u>20,000</u>	<u>20,000</u>	<u>600</u>	<u>3%</u>
Total Expense		6,367,936	7,037,915	7,062,915	3,273,036	46%
Transfers						
Cost Center Salary/Benefit Transfers	5100100	326,007	358,697	358,697	147,248	41%
Cost Center Transfer Overhead	5100101	<u>64,970</u>	<u>104,764</u>	<u>104,764</u>	<u>39,595</u>	<u>38%</u>
Total Transfers		<u>390,977</u>	<u>463,461</u>	<u>463,461</u>	<u>186,843</u>	<u>40%</u>
Total Expense		<u>6,758,913</u>	<u>7,501,376</u>	<u>7,526,376</u>	<u>3,459,879</u>	<u>46%</u>

Attachment B

FY2019/20 Q2
Budget Amendments

Number	Board Authorization	Description	Function	Program	Project	GL	Original	Change	Final
2020-01	07/01/2019	Add budget for route scheduling software	Operations	LCL	NA		30,000	5,640	35,640
2020-02	10/07/2019	Add budget for Via Technology Contract Extension	Operations	TCT	NA	Software	0	25,000	25,000
2020-03	12/2/2019	Roll forward of unspent FY2019 Capital Project budgets;	Capital	CPT	EV	5230101 Vehicles	0	860,245	860,245
					XB	5230101 Vehicles	1,710,000	(5,403)	1,704,597
					HM	5230101 Vehicles	130,000	(23,687)	103,313
					BI	5230101 Bus Stops	15,000	118,578	133,578
					BS	5230101 Bus Stops	5,000	(5,000)	0
					BW	5230101 Bus Stops	0	20,150	20,150
					FR	5230104 Facility	6,364,192	23,650	6,387,842
					OA	5230102 Equipment	51,000	(12,410)	38,590
					TB	5230102 Equipment	0	35,698	35,698
					AY	5230102 Equipment	174,500	5,331	179,831
2020-04	12/2/2019	Add STA- SGR and STA Cap Rev unspent funds to XHF project and increase project budget by \$30,000	Capital	CPT	XB	4110105 STA SGR SB1	286,651	26,496	313,148
						4119901 STA CAP Rev	0	139,089	139,089
						4092002 Measure A -Capital	711,282	(135,585)	575,697
						5230101 Vehicles	1,710,000	30,000	1,740,000
2020-05	12/2/2019	Increase Hybrid Battery replacement budget to include final engine rebuild costs	Capital	CPT	HM	5230101 Vehicles	103,313	\$21,000	\$124,313

Capital Projects Report FY2019/20

This capital project report provides detail FY2019/20. 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 FY2020	Total Project Expenditures
Vehicles	\$19,584,022	\$823,907	\$1,827,774
Bus Stop Improvements	\$2,802,635	\$109,978	\$2,758,348
Facility	\$9,600,000	\$350,729	\$562,887
Technology Projects	\$1,006,394	\$112,056	\$622,937
Ongoing Capital Expenses	\$720,000	\$272,524	\$0 (annual)
	\$33,713,051	\$1,669,194	\$5,771,946

Purchase Two Electric Vehicles

Total Project Budget \$1,662,022

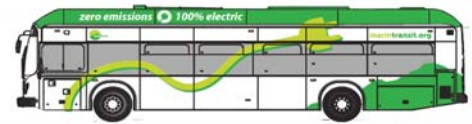
Concept: Purchase Two Electric Vehicles

Funding: \$1,190,640 Federal Section 5307

\$135,022 State - BAAQMD

\$75,000 TAM - Measure B

\$261,360 Measure A



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

Status: Board authority to purchase the vehicles was given in November 2016. The vehicle were procured from BYD Motors and delivered in September 2018. A ribbon cutting ceremony was held October 18. One vehicle went into service February 2019. The second vehicle went into service in July 2019.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
EA	\$1,662,022	\$1,496,239	100%	Sep-19	

Purchase 11 - 40ft Hybrids (Replace 7 Artics)

Total Project Budget \$9,057,000

Concept: Purchase eleven 40ft hybrids to replace eight 60ft Artics

Funding: \$7,216,000 Federal Section 5307

\$216,827 State Transit Assistance - State of Good Repair

\$1,624,173 Measure A



Description: Replace eight 60ft articulated vehicles that are beyond their useful life

Status: Board authorized purchase of the vehicles in April 2019. Five of the vehicles were delivered in December 2019, with the remaining to arrive in January 2020. Vehicles will then be tested and additional on board equipment will be installed before entering service.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
LD	\$9,057,000	\$2,414	5%	Mar-20	

VEHICLES

Purchase 16 Paratransit Vehicles (Replacements)**Total Project Budget \$1,472,000**Concept: Purchase 16 Paratransit ReplacementsFunding: \$1,207,040 Federal 5307
\$264,960 Measure ADescription: Purchase 16 Paratransit Vehicles to replace vehicles beyond their useful life.Status: Waiting for pre-award authority on the federal funds. Staff expects to take purchase to the Board in Spring 2020.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
PC	\$1,472,000	\$0	0%	Sep-20	

VEHICLES

Purchase 9 Shuttle Replacements**Total Project Budget \$1,161,000**Concept: Purchase Nine Shuttle ReplacementsFunding: \$952,020 Federal Section 5307
\$208,980 Measure ADescription: Replace 9 Shuttles that are beyond their useful lifeStatus: Waiting for pre-award authority on the federal funds. Staff expects to take purchase to the Board in Spring 2020.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
SC	\$1,161,000	\$0	0%	Dec-20	

VEHICLES

Purchase Two 35ft XHF Vehicles (Replacement)**Total Project Budget \$850,000**Concept: Purchase four 35ft XHF vehiclesFunding: \$697,000 Federal 5307
\$153,000 Measure ADescription: Purchase of two replacement 35-foot XHFsStatus: Waiting for pre-award authority on the federal funds. Staff expects to take purchase to the Board in Spring 2020.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
XC	\$850,000	\$0	0%	Apr-20	

VEHICLES

Purchase Four 30ft XHF Vehicles (Replacement)**Total Project Budget \$1,710,000**Concept: Purchase two 35ft XHF vehicles

Funding: \$559,600 Federal Section 5307
 \$286,651 State Transit Assistance - State of Good Repair
 \$712,254 Measure A
 \$151,495 Paul Sarbanes

Description: Purchase of four replacement 30-foot XHFs

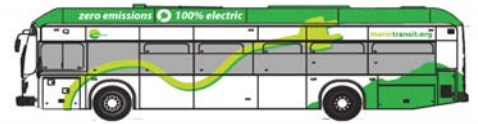
Status: These vehicles will replace 4 cutaway vehicles beyond their useful life. This purchase was approved by your Board in April 2019. Delivery of these vehicles is expected in May 2020.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u> <u>Date</u>	<u>Percent Complete</u>	<u>Anticipated</u> <u>Completion</u> <u>Date</u>
XB	\$1,710,000	\$9,072	1%	Jun-20

VEHICLES

Purchase Four 40ft Electric Vehicles (Replacement)**Total Project Budget \$3,240,000**Concept: Replace two 60ft Artics with four 40ft Electric Buses

Funding: \$2,656,800 Federal Section 5307
 \$583,200 Measure A



Description: Purchase of four 40-foot Battery Electric Buses to replace two 60-foot Articulated buses beyond

Status: Waiting for pre-award authority on the federal funds. Staff expects to take purchase to the Board in Spring 2020.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u> <u>Date</u>	<u>Percent Complete</u>	<u>Anticipated</u> <u>Completion</u> <u>Date</u>
EA	\$3,240,000	\$0	0%	Jun-21

VEHICLES

Hybrid Mid Life Battery Replacements**Total Project Budget \$300,000**Concept: Replace batteries on the 2007 Hybrid Vehicles

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

Description: Replace batteries in the 7 hybrid vehicles

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

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u> <u>Date</u>	<u>Percent Complete</u>	<u>Completion</u> <u>Date</u>
HM	\$300,000	\$320,049	107%	Dec-19

BUS STOP IMPROVEMENTS

Bus Stop Improvements (State of Good Repair)**Total Project Budget \$ 2,201,130**Concept: Improve bus stops in Marin CountyFunding: \$1,600,000 Federal Section 5309
\$400,000 PTMISEA
\$201,130 Measure ADescription: Phase 1: Install new bus stop signage throughout Marin County. Phase 2: Minor and Major bus stop improvements at 12 locations throughout the County .
Phase 3: Additional bus stop improvements of up to 11 stops.Status: Phase 1 - complete. Phase 2 - complete. Phase 3 - Construction began in February 2019. There were some delays due to permitting through Caltrans and increased traffic controls requested by some jurisdictions. Construction is complete and the project is in the closeout phase.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Phase 3</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion</u>	<u>Date</u>
BI	\$2,201,130	\$2,176,758	100%		Dec-19

BUS STOP IMPROVEMENTS

Bus Stop Assessments**Total Project Budget \$115,000**Concept: Update Bus Stop AssessmentsFunding: \$115,000 Measure ADescription: Project to update the District's 2005 bus stop conditions assessment to quantify & prioritize future improvementsStatus: Marin Transit hired a consultant to conduct an assessment of bus stop conditions and develop preliminary plans for future bus stop improvements. The assessment is complete and preliminary plans for 20 stops are complete.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Completion</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Date</u>	
BS	\$115,000	\$115,233	100%		Dec-19

ADMIN AND OPERATIONS FACILITY

Maintenance Facility - ROW Purchase & Capital Improvements**Total Project Budget****\$6,600,000**Concept: Acquire property and develop a maintenance facilityFunding: \$2,200,000 Measure A
\$4,400,000 FTA 5339Description: Purchase land for a new facilityStatus: Marin Transit continues to actively search for and evaluate available land to purchase in the county.

<u>Project ID</u>	<u>Budget</u>	<u>Expended to</u>		<u>Anticipated</u>	
		<u>Date</u>	<u>Percent Complete</u>	<u>Completion</u>	<u>Date</u>
FR	\$6,600,000	\$562,887	9%		NA

ADMIN AND OPERATIONS FACILITY

Yellow Bus Parking Facility**Total Project Budget \$3,000,000**Concept: Identify and purchase property for vehiclesFunding: \$3,000,000 Capital ReserveDescription: Replace temporary leased parking with a permanent locationStatus: Marin Transit is evaluating and identifying opportunities for land acquisition.

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

TECHNOLOGY PROJECTS

TECHNOLOGY PROJECTS**Total Project Budget \$1,006,394**Concept: District technology projectsFunding: \$300,000 Federal Job Access Funds (JARC)

\$312,000 Federal Section 5307

\$394,394 Measure A

<u>Projects:</u>		<u>Total Project</u>	<u>Expended to</u>
		<u>Cost</u>	<u>Date</u>
OA	On Board Equipment 2016	\$210,000	\$172,334
AY	AVL Replacements	\$180,000	\$17,747
RT	Realtime Signs	\$212,394	\$772
TB	Technology Backbone	\$375,000	\$404,825
ME	MERA	\$29,000	\$27,259

Description: Marin Transit provides technology acquisitions for vehicle operations, fare collection, and passenger informationStatus: Marin Transit will continue the project to pay for fareboxes and on board equipment associated with vehicle replacements. The technology Backbone project is in its closeout phase, and Real Time Signs contract has been awarded with work to begin in 2020.

ONGOING CAPITAL EXPENSES

Ongoing Capital Expenses	Annual Budget	\$720,000
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Concept: Ongoing capital expenses

Funding: \$720,000 Measure A

<u>Projects:</u>		Total Project Budgets	Annual Budget	Expended in FY2019
GG	Golden Gate Capital Costs	\$18,000	\$18,000	\$4,269
BM	Bus Stop Maintenance	\$100,000	\$100,000	\$25,278
VR	Major Vehicle Repairs	\$202,000	\$202,000	\$42,347
IF	Infrastructure Support	\$400,000	\$400,000	\$55,915



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

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



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marintransit.org

March 2, 2020

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

SUBJECT: First Amendment to Agreement with Mark Thomas & Company for On-Call General Engineering Services

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATION: Authorize General Manager to execute an amendment to the contract with Mark Thomas & Company to exercise the first option year for On-Call General Engineering services through March 19, 2021.

SUMMARY:

On March 20, 2017, your Board approved a contract with Mark Thomas & Company (Mark Thomas) to augment the District's capital project staff. Under this contract, Mark Thomas provides a broad and diverse range of professional services and expertise to plan, design, develop, implement, and maintain large and small transportation projects. To date, Mark Thomas has aided Marin Transit staff in completing projects to help determine site feasibility for land acquisition and planning and design for the State of Good Repair Bus Stop Improvements Project. A complete list of executed task orders is provided as an attachment to this letter.

The District's contract with Mark Thomas for General Engineering services expires on March 19, 2020. Staff requests that your Board authorize the General Manager to execute the first amendment to the contract to exercise the first option year through March 19, 2021.

FISCAL/STAFFING IMPACT:

This is a task order contract. District staff initiates each task by requesting that the Contractor propose an approach to the specified task. The Contractor's proposal includes the assigned personnel, estimate hours for each, and a total cost. The approved amounts per task order will be consistent with the annual budget approved by your Board. Mark Thomas' original proposal included rate pricing for two contract option years after the initial three-year period. This first amendment will exercise the first option year and increase the rates charged under the agreement by three percent.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Anna Penoyar". The signature is fluid and cursive, with a large initial 'A' and a long, sweeping underline.

Anna Penoyar
Senior Capital Analyst

Attachments: A. List of Task Orders Executed to Date
B. First Amendment to Mark Thomas General Engineering Services Agreement

Task Order	Amount
Task Order #1 - O&M Facility Approach	47,877.00
1.1 - Facility Feasibility	39,406.00
1.2 - Facility Design Review	15,894.00
1.3 - Not assigned	-
1.4 - Site Feasibility	25,356.00
1.5 - Preliminary Site Layouts	30,000.00
1.6 - Rush Landing Survey	26,390.00
1.7 - Rush Landing ESA	10,091.00
Task Order #2 - Encroachment Permit	5,065.00
Task Order #3 Bus Stop Improvements	65,223.00
3.1 Bus Stop Improvements	17,629.00
3.2 Bus Stop Improvements (RG)	11,778.00
Task Order #4 - RGTIP As Builts	6,973.00
Task Order #5 - Traffic Study	18,782.00
Task Order #6 - Planning (passenger counts)	15,780.00
6.1 - Planning (fleet)	24,396.00
Task Order #7 - Not Assigned	-
Task Order #8 - Muir Woods Infrastructure	42,230.00
Total:	402,870.00

#192038

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN THE
MARIN COUNTY TRANSIT DISTRICT AND MARK THOMAS & COMPANY DATED MARCH 20, 2017

THIS AMENDMENT is made and entered into this 2nd day of March, 2020, by and between the MARIN COUNTY TRANSIT DISTRICT, (hereinafter referred to as "Marin Transit" or "District") and MARK THOMAS & COMPANY. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the District and the Contractor entered into an agreement to provide General Engineering Services dated March 20, 2017 "Agreement" (#161737); and

WHEREAS, the initial request for proposal for the contract services included two one-year option years after the initial three-year contract period; and

WHEREAS, the parties would like to extend the Agreement for one additional year as allowed under Section 5 "TIME OF CONTRACT" of the agreement; 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 of the Agreement with the Contractor is amended to read as follows:

5. TIME OF CONTRACT:

This Agreement shall commence on March 20, 2020, and shall terminate on March 19, 2021. The District may award up to one additional year at the price stated in Exhibit "B". Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

IN WITNESS WHEREOF, the parties have entered into this Amendment on the date above written.

MARIN COUNTY TRANSIT DISTRICT

By _____
General Manager

MARK THOMAS & COMPANY

By _____



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board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

March 2, 2020

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

SUBJECT: Third Amendment to Agreement with MITTERA Group for printing services for an amount not to exceed \$45,000

Dear Board Members:

RECOMMENDATION: Authorize General Manager to execute an amendment to the agreement (#161749) with MITTERA Group for Rider Guide printing services to exercise the third option year and extend the contract through June 30, 2021.

SUMMARY:

In June 2016, Marin Transit began distributing a Rider Guide that provides schedules and maps for local Marin County bus routes. The Rider Guide is printed quarterly to align with schedule changes and distributed to passengers on the bus, at the Customer Service Center, and at over 100 additional locations throughout the county.

In early 2017, Marin Transit posted a Request for Quote and asked vendors to provide pricing for varying quantities over the term of the contract including option years.

On April 17, 2017, your Board authorized the General Manager to execute an agreement with MITTERA Group for one year with the option for up to three additional years at an annual cost not to exceed \$45,000. In 2018 and 2019, your Board authorized amendments to exercise the first and second option years through June 30, 2020.

The District asked the MITTERA Group to provide pricing for varying quantities for the second option year to account for expected annual cost increases.

MITTERA Group's offered pricing remains within the maximum annual cost increase, as set in Exhibit "B" of the current printing agreement. Staff recommends that your Board authorize this third amendment to extend the agreement through June 30, 2021.

FISCAL/STAFFING IMPACT: The total annual cost of the agreement will not exceed \$45,000 and will be funded from local and

rural transit marketing budgets. This amount is within the anticipated budget for FY 2020/21.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Aida Banihashemi'.

Aida Banihashemi
Planning Manager

Attachment

3rd AMENDMENT TO AGREEMENT

BY AND BETWEEN THE
MARIN COUNTY TRANSIT DISTRICT AND MITTERA WISCONSIN, LLC. DATED APRIL 17, 2017

THIS AMENDMENT is made and entered into this 2th day of March 2020, by and between the MARIN COUNTY TRANSIT DISTRICT, a political subdivision of the State of California (hereinafter referred to as "District") and MITTERA Wisconsin, LLC (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the District and the Contractor entered into an agreement (#161749) for conducting the printing services of the District's Rider Guide, dated April 17, 2017 ("Agreement"); and

WHEREAS, Section 1 to the agreement obligated Contractor to provide all the services set forth in Exhibit "A" of the agreement; and

WHEREAS, the parties desire to amend the contract to extend the time of agreement, and recognize the new fees for furnishing services under this agreement as described in Exhibit "B"

NOW, THEREFORE, the parties agree to modify Section 5 and Exhibit "B" 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 is hereby amended to read as follows:

SECTION 5. TIME OF AGREEMENT: This Agreement shall commence on July 1, 2020 and shall terminate on June 30, 2021. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the contract.

4. Exhibit "B" is replaced with the attached Exhibit "B".

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

CONTRACTOR:

By _____

MARIN COUNTY TRANSIT DISTRICT:

APPROVED AS TO FORM: (if changes to the Contract form language have been made)

County Counsel

**EXHIBIT “B”
FEES AND PAYMENT SCHEDULE (required)**

Pricing provided in the tables below is **per order**, and includes all applicable materials, taxes, delivery, overhead, profit, labor, insurance, and all other costs that may be incurred by the Contractor. Tables below include separate pricing for 44-pages rider guide, and 40-pages rider guide. Pricing for quantities within the ranges provided will adhere to the per piece cost estimates provided.

44-Pages Rider Guide					
Print Cycles per Year	4 cycles/year	2 cycles /year		Reprint	
Prints per Order	20,000	30,000	50,000	5,000	10,000
Total Annual Prints	80,000	60,000	100,000	--	--
Order Cost	\$10,694	\$14,100	\$20,029	\$6,890	\$8,206

40-Pages Rider Guide					
Print Cycles per Year	4 cycles/year	2 cycles /year		Reprint	
Prints per Order	20,000	30,000	50,000	5,000	10,000
Total Annual Prints	80,000	60,000	100,000	--	--
Order Cost	\$10,259	\$13,194	\$18,830	\$6,378	\$7,772

Maximum turnaround time from receipt of final artwork to completion of delivery: fifteen (15) business days. Contractor’s ability to meet delivery schedule will be a determining factor in the decision to award contract option years.

Corrections and revisions:

First round corrections included in base price per run. Corrections must be made at time of or prior to first proof. Second proof supplied for final sign-off prior to production. Additional production time required contingent upon time utilized in proofing process.

Quality Assurance:

Contractor shall maintain quality assurance for printing and material quality, processing, assembly, packaging and shipping in accordance with its usual policies and practices, and pursuant to any additional requirements set forth in this agreement. Any additional costs incurred to the District due to failure in quality assurance, shall be the responsibility of the contractor.



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March 2, 2020

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

**SUBJECT: Update on Completion of the State of Good Repair
Bus Stop Improvements Project**

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATION: Information only.

SUMMARY: This report provides an update on the final phase of the State of Good Repair Bus Stop Improvement Project, which included accessibility improvements and amenity upgrades to fourteen stops.

PROJECT BACKGROUND:

Bus Stops are a highly visible aspect of transit service for both current and potential riders in Marin County. Stops should be easily identifiable, safe, accessible and comfortable. This report will discuss the improvements made to select locations in the final phase of Marin Transit's State of Good Repair Bus Stop Improvements project. Stops identified for improvement were originally flagged during a 2005 Bus Stop Inventory in an effort to identify opportunities to increase ADA accessibility and upgrade passenger amenities throughout the County. Stops were then prioritized for this phase of the project by the number of riders using the stop. Stops identified in the 2016 Marin Access Strategic Analysis and Recommendations report were also included.

There are 666 bus stops in Marin County. Local and regional routes both serve 338 stops, 245 stops are local Marin Transit service only, and 83 are regional-only stops served by Golden Gate Transit.

Amenities at stops are prioritized by stop usage as outlined in Marin Transit's 2006 Short Range Transit Plan. High use stops, or stops that see over 100 passengers per day should have a shelter with bench and lighting. Medium use stops see over 50 passengers per day and a shelter is optional but bench is recommended where physically feasible. All stops should be accessible with clear path of travel to the stop from the nearest intersection and a 5-foot by 8-foot landing pad where wheelchair passengers can load and unload from buses.

Marin Transit did a bus stop conditions assessment in 2017 to update stop information from the 2005 inventory. A bus stop summary sheet was developed from this in 2018 and is included as an attachment to this report.

PROJECT HISTORY:

The State of Good Repair Bus Stop Improvements Project was initiated in 2012 with the award of a Federal 5339 Grant for \$1,600,000 and award of a State grant for \$400,000. The first phases of the State of Good Repair Bus Stop Improvement Project were to update signage throughout the County in 2013 and constructing ADA Improvements and amenity upgrades at twelve stops throughout the county in 2015. This third and final phase of construction made improvements to an additional fourteen stops.

Your Board approved a construction contract for this final phase of bus stop improvements on September 17, 2018, and construction began in February 2019. The project was originally scoped to include changes at twelve stops throughout the county, as listed below. Two stops were then added as a change order described below.

Stop ID	Stop Location	Jurisdiction	Improvements
40223	Tiburon Blvd & Greenwood Cove Rd	Marin County, Caltrans	Adjust roadway and sidewalk slopes to prevent flooding of stop, New shelter installation
40280	Tamalpais Dr & Madera Blvd	Corte Madera	New shelter installation
40302	Magnolia Ave & Bon Air Rd	Larkspur	New shelter installation, ADA landing pad
40392	Lincoln Ave & Grand Ave	San Rafael	New shelter installation
40452	Canal St & Medway Rd	San Rafael	New shelter installation, ADA landing pad
40467	Bellam Blvd & E. Francisco Blvd	San Rafael	New shelter installation, new trash installation, ADA landing pad
40490	Red Hill Ave & Sequoia Dr	San Anselmo	New shelter installation, ADA landing pad
40549	Manuel T. Freitas Pkwy & Del Ganado Rd	San Rafael	ADA landing pad
40572	Los Ranchitos Rd & Golden Hinde Blvd	San Rafael	ADA landing pad
41159	Mission Ave & Mary St	San Rafael	ADA landing pad
40696/ 40697	Redwood Blvd & Grant Ave	Novato	Striping and signage
Stops added in 2nd Change Order			
42020	College Ave & Kent Ave	Larkspur	New shelter Installation
40333	Sir Francis Drake at BHC Hospital	Ross	Shelter Roof replacement

Three change orders were executed during the project summarized below.

Change Order 1 – Executed by the General Manager to add additional adjustments to the Redwood & Grant Transit Facility and extension of a fence at Freitas Parkway & Del Ganado Road.

Change Order 2 – Approved by your Board on June 3, 2019, your Board added minor work at two stops that were not originally included in the project and provided a contingency for the stops not yet completed.

Change Order 3 – Executed by the General Manager to provide for additional time only. The time extension accommodated delays in the project schedule due to weather and a longer than anticipated Caltrans permitting process for two stops.

Construction was completed in September 2019. Attached to this letter is a presentation describing the completed improvements.

Conceptual designs for future stop improvements at 20 locations were developed as a result of the 2017 bus stop conditions assessment. These designs and the information gathered from the assessment will be used to scope future improvement projects and apply for grant funding.

FISCAL IMPACT: None.

The funds used for this project were a \$1.6 million FTA 5339 grant for bus stop revitalization and a \$400,00 State PTMISEA grant which were used as the local match. \$40,000 in Measure A funds were used to complete construction and close out the project. The grant funds have now been expended and Marin Transit will need to seek other sources of funding to make additional improvements.

Local funding sources are critical to provide matching grant funds for projects. Four percent of Measure AA transportation sales tax funds are allocated towards capital projects, which is less than the six percent previously allocated under Measure A. This impacts Marin Transit's ability to provide matching grant funds for capital projects which include vehicle replacements and infrastructure improvements. Staff will continue to seek flexible funds to match future grants for bus stop improvements.

Respectfully submitted,



Anna Penoyar
Senior Capital Analyst

Attachment: A. Marin County Bus Stops Summary
B. Bus Stop Improvement PowerPoint Presentation

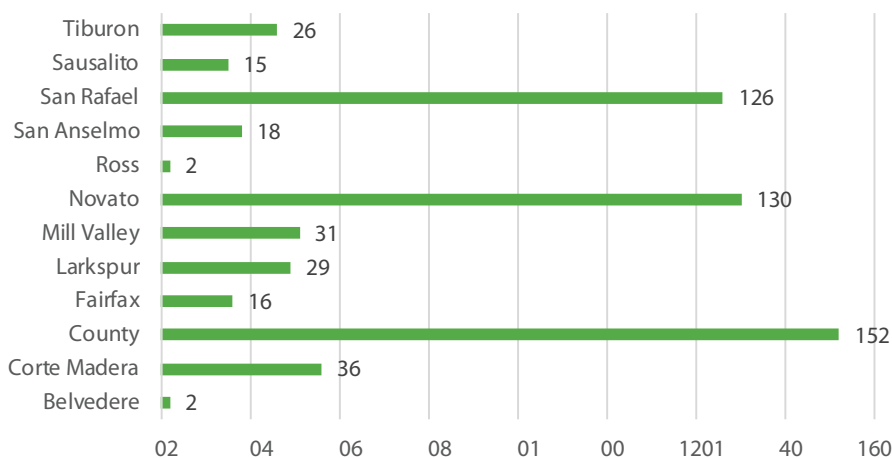


MARIN TRANSIT BUS STOPS

A stop conditions assessment was conducted in 2017 of the 583 bus stops that Marin Transit serves. This fact sheet contains a summary of information collected from that assessment.

While Marin Transit serves 583 stops, there are a total of 666 bus stops in Marin County. The remainder are served only by Golden Gate Transit Regional Routes. 245 stops are served by Marin Transit local service only. 338 stops are shared between local and regional service.

Distribution of Stops across Jurisdictions



BUS STOP ACCESSIBILITY

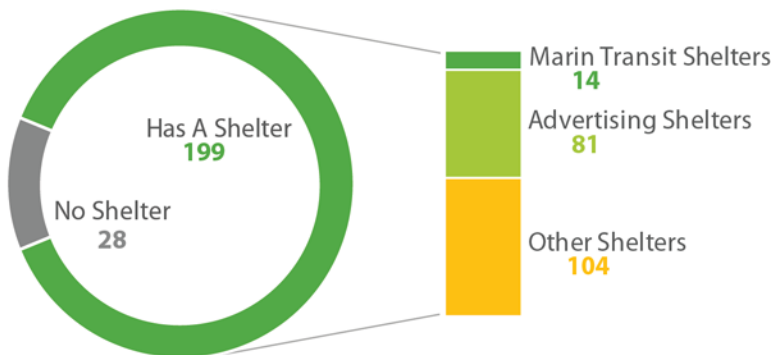
A Bus Stop is considered accessible if there is a clear path of travel to the stop and if there is a 5'x8' clear landing pad for wheelchair boarding. The path must be level and be at least 3 feet wide.

Bus Stop Accessibility



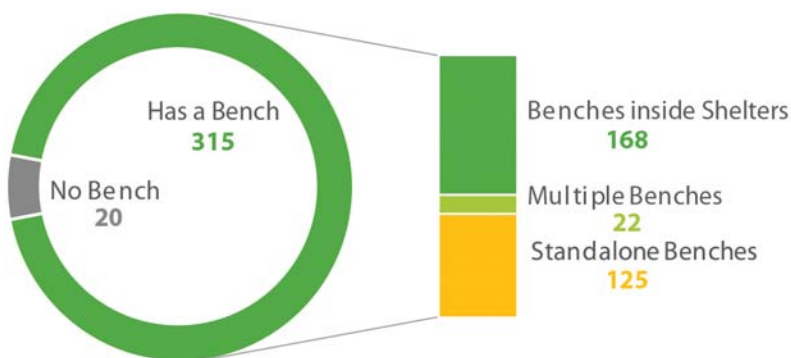
AMENITIES

Bus Stop Shelters



*Dataset includes high and medium use stops where a shelter is recommended, and stops that have a shelter

Bus Stop Benches



*Dataset includes high and medium use stops where a bench is recommended, and stops that have a bench.

IMPROVEMENT PROJECTS

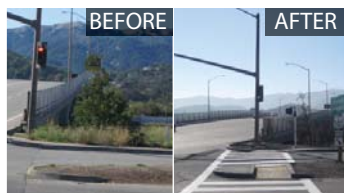
2013 Systemwide Signage Update

Replaced Signs at 530 stops to show more route information.



2013 South Novato Bus Stop Improvements

Accessibility & Pedestrian Improvements at 4 stops and stop relocation to improve transfers.



2015 State of Good Repair Phase 1

Accessibility & Amenity improvements at 12 stops throughout Marin.



2017 Redwood & Grant Transit Improvements

Transfer Facility replacement, realignment and accessibility improvements.



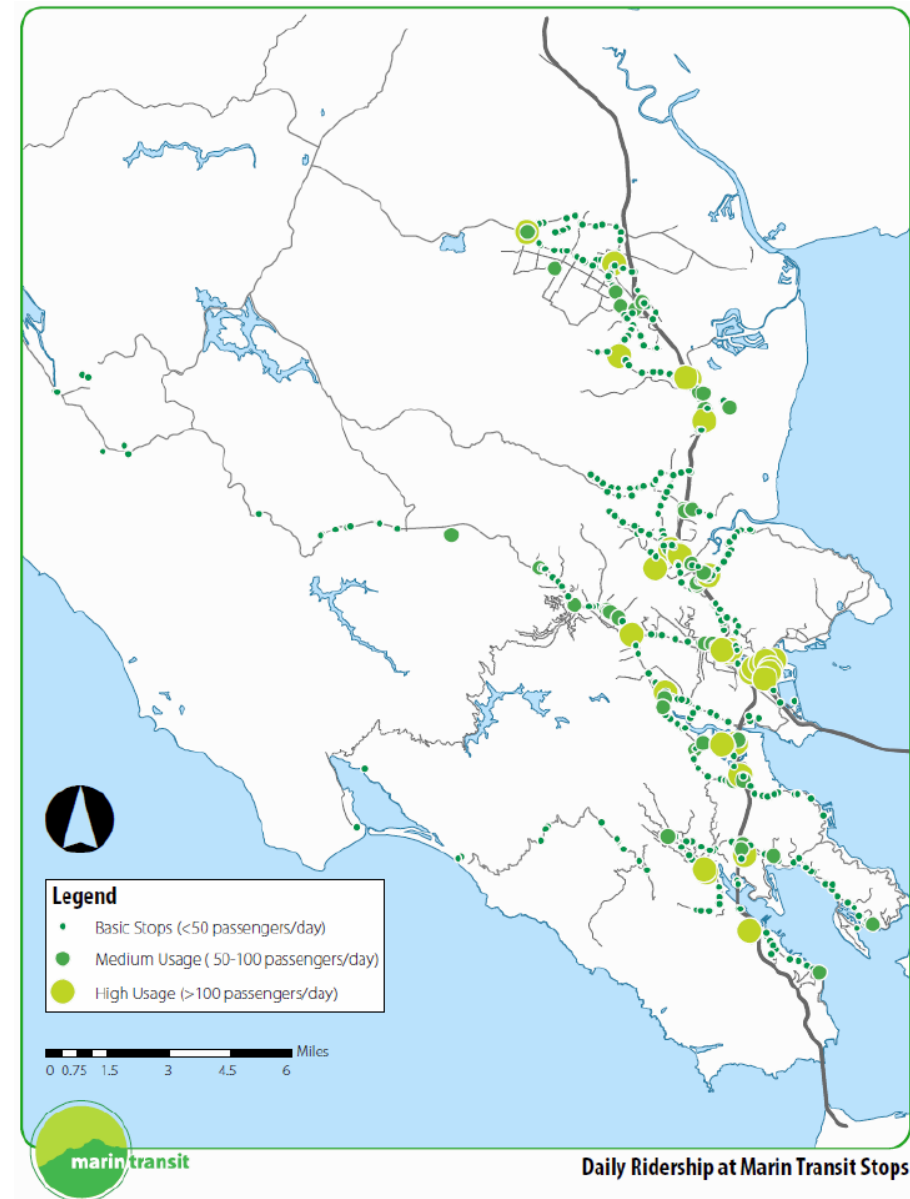


State of Good Repair Bus Stop Improvements

March 2, 2020



- Marin County: 828 mi²
 - Bus Stops 666
 - Regional Stops 83
 - Local Stops 245
 - Shared Stops 338

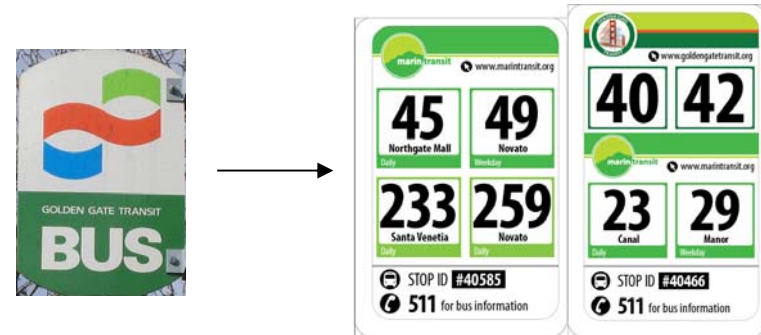


Daily Ridership at Marin Transit Stops

Project History



- **Phase 1:** Replaced Signage throughout the County in 2013
- **Phase 2:** Improvements to 12 stops throughout the county in 2015
- **Phase 3:** Improvements to 14 additional stops throughout the county



Tamalpais Dr & Madera Blvd (40280)

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



Magnolia Ave & Bon Air Rd (40302)

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



Lincoln Ave & Grand Ave (40392)

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



Canal St & Medway Rd (40452)

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



Red Hill Ave & Sequoia Dr (40490)

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



*Stop is also used for Yellow School Bus pickup

Manuel T Freitas Pkwy & Del Ganado (40549)

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



Los Ranchitos Rd & Golden Hinde Blvd (40572)



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



Mission Ave & Mary St (41159)

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





Tiburon Blvd & Greenwood Cove (40223)

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



Bellam Blvd & E. Francisco Blvd (40467)

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





Redwood Blvd & Grant Ave (40696/40697)

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



Sir Francis Drake at BHC Hospital (40333)

- **Jurisdiction:** Ross
- **Improvements:** Replace rotted out roof on shelter
- **Weekday Ridership:** 10 passengers



College Ave & Kent Ave (42020)

- **Jurisdiction:** Larkspur/College of Marin
- **Improvements:** Install shelter
- **Weekday Ridership:** 72 passengers





Project Funding

- Federal 5339 - \$1,600,000
 - State PTMISEA - \$400,000
 - Local Measure A - \$40,000
- \$2,040,000



Questions?

Anna Penoyar

Senior Capital Analyst, Marin Transit

apenoyar@marintransit.org



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san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

March 2, 2020

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

SUBJECT: Agreement with Paseo Properties for Property Management Services

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATION: Authorize General Manager to execute a one-year agreement with Paseo Properties for property management services for an amount not to exceed \$13,200.

SUMMARY:

Staff is recommending approval of a property management agreement using a California Association of Realtors standard form with an amendment recommended by Marin Transit's legal counsel. The agreement and amendment are attached.

On January 29, 2020, the deed for property at 600 Rush Landing in Novato was transferred to Marin Transit pursuant to the purchase approved by your Board in November 2019. The Board adopted a budget amendment to add a facility maintenance budget to the annual operating budget for FY 2019/20 and authorized Marin Transit to participate in the CSAC Excess Insurance Authority for property insurance.

As this is the first property owned by the District, Marin Transit staff has not procured the services of a property manager in the past. Based on staff's analysis of property management services used by other public agencies and a search of property management firms, staff recommends entering into a one-year agreement with Paseo Properties. Staff will better understand our property management needs and the role of the property manager over the next several months. Once we better define the scope of services expected of a property manager for 600 Rush Landing, we will pursue a competitive procurement for future services.

Key tasks to be undertaken by the property manager are:

- Collect rents and pay bills from a trust account.
- Enforce tenant compliance with lease agreements.
- Manage regular maintenance needs and emergency repairs.

- Prepare monthly operating statements.
- Conduct routine site visits and inspections of the property.
- Oversight of all contracted services and repairs.
- Maintain a database/records for service calls.
- Monitor compliance with health, fire, and safety codes.
- Recommend improvements to the property to enhance the value and reduce operating costs.

Paseo Properties was selected for this short-term contract because they offer:

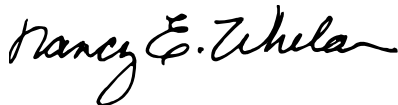
- Knowledge of Marin County with office headquarters in Mill Valley
- Services focus on Marin and San Francisco properties
- Efficient use of technology such as digital owner monthly statements and online maintenance requests for tenants
- An established professional network of vendors
- Competitive pricing on a fixed fee basis
- Leasing services, if needed

This contract authorizes the property manager to make repair and maintenance expenditures up to \$500 without prior approval from Marin Transit. Prior approval is not required for monthly or recurring expenditures or for emergency expenditures, as defined in the contract. All deposits and expenditures will be handled through a trust account. The property manager will maintain a reserve of \$5,000 in the trust account.

FISCAL/STAFFING IMPACT:

The FY2019/20 Budget Amendment #2020-06 added a facility maintenance budget for six months of the fiscal year from January through June. Staff budgeted \$9,000 for facilities management expenses for the six-month period. The recommended contract cost is \$1,100 per month and is within the budgeted line item amount for the balance of the fiscal year. The facility maintenance budget for FY2020/21 will reflect property management costs and refined maintenance and repair expenditures.

Respectfully submitted,



Nancy Whelan
General Manager

Attachment: Property Management Agreement with Amendment



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Seller's Brokerage Firm to Seller)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

73

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☒ Landlord ☐ Tenant _____ Date _____

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ **Paseo Properties** _____ DRE Lic. # **02094477**
Real Estate Broker (Firm)

By _____ DRE Lic. # **01904918** _____ Date _____
(Salesperson or Broker-Associate, if any) **Rob Santo Domingo (Broker)**

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AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Paseo Properties, 131 F Camino Alto Mill Valley CA 94941
Roberto Santo Domingo

Phone: 4155694629 Fax: _____
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com



600 Rush
Item 6



CALIFORNIA
ASSOCIATION
OF REALTORS®

PROPERTY MANAGEMENT AGREEMENT

(C.A.R. Form PMA, Revised 6/17)

Date Prepared: February 14, 2020

Marin Transit

("Owner"), and

Paseo Properties

("Broker"), agree as follows:

1. **APPOINTMENT OF BROKER:** Owner hereby appoints and grants Broker (hereinafter "Property Manager") the exclusive right to rent, lease, operate and manage the property(ies) known as 600 Rush Landing Rd, Novato, CA 94945-2487

and any additional property that may later be added to this Agreement ("Property"), upon the terms below, for the period beginning (date) March 1, 2020 and ending (date) February 28, 2021, at 11:59 PM. (If checked:) ☐ Either party may terminate this Property Management Agreement ("Agreement") on at least 30 days written notice 12 months after the original commencement date of this Agreement. After the exclusive term expires, this Agreement shall continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other.

2. **PROPERTY MANAGER ACCEPTANCE:** Property Manager accepts the appointment and grant, and agrees to:

A. Use due diligence in the performance of this Agreement.

B. Furnish the services of its firm for the rental, leasing, operation and management of the Property.

3. **AUTHORITY AND POWERS:** Owner grants Property Manager the authority and power, at Owner's expense, to:

A. **ADVERTISING:** Display FOR RENT/LEASE and similar signs on the Property. Advertise the availability of the Property, or any part thereof, for rental or lease in the Multiple Listing Service and other online media.

B. **RENTAL; LEASING:** Initiate, sign, renew, modify or cancel rental agreements and leases for the Property, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits. Any lease or rental agreement executed by Property Manager for Owner shall not exceed year(s) or ☐ shall be month-to-month. Unless Owner authorizes a lower amount, rent shall be: ☒ at market rate; OR ☐ a minimum of \$ per ; OR ☐ see attachment.

C. **TENANCY TERMINATION:** Sign and serve in Owner's name notices that are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the Property in Owner's name; recover rents and other sums due; and, when expedient, settle, compromise and release claims, actions and suits and/or reinstate tenancies. If Landlord permits Tenant to pay rent by direct deposit such as wire or electronic transfer or other online method, Landlord should discuss with a Landlord-Tenant attorney the implications of doing so in the event Tenant defaults and an eviction becomes necessary.

D. **REPAIR; MAINTENANCE:** Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property; purchase, and pay bills for, services and supplies. Owner agrees that state and local water use restrictions will supersede any obligation by Property Manager or any Tenant to water/maintain gardens, landscaping trees or shrubs. Property Manager shall obtain prior approval of Owner for all expenditures over \$ 500.00 for any one item. Prior approval shall not be required for monthly or recurring operating charges or, if in Property Manager's opinion, emergency expenditures over the maximum are needed to protect the Property or other property(ies) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10.

E. **REPORTS, NOTICES AND SIGNS:** Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.

F. **CONTRACTS; SERVICES:** Contract, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Property Manager may perform any of Property Manager's duties through attorneys, agents, employees, or independent contractors and, except for persons working in Property Manager's firm, shall not be responsible for their acts, omissions, defaults, negligence and/or costs of same.

G. **EXPENSE PAYMENTS:** Pay expenses and costs for the Property from Owner's funds held by Property Manager, unless otherwise directed by Owner. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, property taxes and other taxes, Owner's Association dues, assessments, loan payments and insurance premiums.

H. **SECURITY DEPOSITS:** Receive security deposits from tenants, which deposits shall be ☒ given to Owner, or ☐ placed in Property Manager's trust account and, if held in Property Manager's trust account, pay from Owner's funds all interest on tenants' security deposits if required by local law or ordinance. Owner shall be responsible to tenants for return of security deposits and all interest due on security deposits held by Owner.

I. **TRUST FUNDS:** Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate from Property Manager's personal accounts. Property Manager shall not be liable in event of bankruptcy or failure of a financial institution.

J. **RESERVES:** Maintain a reserve in Property Manager's trust account of \$ 5,000.00

K. **DISBURSEMENTS:** Disburse Owner's funds held in Property Manager's trust account in the following order:

- (1) Compensation due Property Manager under paragraph 8.
- (2) All other operating expenses, costs and disbursements payable from Owner's funds held by Property Manager.
- (3) Reserves and security deposits held by Property Manager.
- (4) Balance to Owner.

Owner's Initials () ()

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PMA REVISED 6/17 (PAGE 1 OF 4)

PROPERTY MANAGEMENT AGREEMENT (PMA PAGE 1 OF 4)

Paseo Properties, 131 F Camino Alto Mill Valley CA 94941
Roberto Santo Domingo

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Phone: 4155694629

Fax:

600 Rush

Item 6

Owner Name: Marin TransitDate: March 1, 2020

- L. **OWNER DISTRIBUTION:** Remit funds, if any are available, monthly (or ☐ On or after the 10th of the month), to Owner.
- M. **OWNER STATEMENTS:** Render monthly (or ☐ Quarterly or ☐ _____), and year end statements of receipts, expenses and charges for each Property.
- N. **PROPERTY MANAGER FUNDS:** Property Manager shall not advance Property Manager's own funds in connection with the Property or this Agreement.
- O. **KEYSAFE/LOCKBOX:** ☐ (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Property and agrees to sign a keysafe/ lockbox addendum (C.A.R., Form KLA).
4. **OWNER RESPONSIBILITIES:** Owner shall:
- A. Provide all documentation, records and disclosures as required by law or required by Property Manager to manage and operate the Property, and immediately notify Property Manager if Owner becomes aware of any change in such documentation, records or disclosures, or any matter affecting the habitability of the Property.
- B. Indemnify, defend and hold harmless Property Manager, and all persons in Property Manager's firm, as permitted by law, from all costs, expenses, suits, liabilities, damages, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, (i) for any repairs performed by Owner or by others hired directly by Owner; (ii) for those acts relating to the management, leasing, rental, security deposits, or operation of the Property by Property Manager, or any person in Property Manager's firm, or the performance or exercise of any of the duties, powers or authorities granted to Property Manager; or (iii) from any incorrect or incomplete information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Premises.
- C. Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10 and other applicable law.
- D. Pay all interest on tenants' security deposits if required by local law or ordinance.
- E. Carry and pay for: (i) public and premises liability insurance in an amount of no less than \$1,000,000; and (ii) property damage and worker's compensation insurance adequate to protect the interests of Owner and Property Manager. Property Manager shall be, and Owner authorizes Property Manager to be, named as an additional insured party on Owner's policies.
- F. Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Property Manager's trust account available for such payment.
- G. Immediately replace any funds required if there are insufficient funds in Property Manager's trust account to cover Owner's responsibilities.
5. **OWNER REPRESENTATIONS:**
- A. Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any recorded Notice of Default affecting the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Property or Owners ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Property Manager in writing if Owner becomes aware of any of these items during the term of this Agreement.
- B. Owner represents that any and all residential rental unit(s) on the Property contain all permits and government approvals needed to lawfully lease or rent any such unit as a dwelling, except: _____.
6. **TAX WITHHOLDING:**
- A. If Owner is not a California Resident or a corporation or LLC qualified to conduct business in California, Owner authorizes Property Manager to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to Owner that exceed \$1,500 received by Property Manager, unless Owner completes and transmits to Property Manager FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.
- B. If Owner is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) Owner authorizes Property Manager to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless Owner elects to treat rental income as "effectively connected income" by submitting to Property Manager a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade of Business in the United States. A Foreign investor Owner will need to obtain a U.S. tax payer identification number and file a declaration with the IRS regarding effectively connected income in order to complete the form given to Property Manager. Further, the Foreign Investor Owner will be responsible for making any necessary estimated tax payments.
7. **OWNER DISCLOSURE:**
- A. **LEAD-BASED PAINT:**
- (1) ☒ The Property was constructed on or after January 1, 1978.
- OR (2) ☐ The Property was constructed prior to 1978.
- (i) Owner has no knowledge of lead-based paint or lead-based paint hazards in the housing except: _____.
- (ii) Owner has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing, except the following, which Owner shall provide to Property Manager: _____.
- B. **POOL/SPA DRAIN:** Any pool or spa on the property does (or, ☐ does not) have an approved anti-entrapment drain cover, device or system.
- C. ☐ **MOLD:** The Property was treated in _____ (month) _____ (year) for elevated levels of mold which was previously detected in the following location(s): _____.
- ☐ Owner has no reports or records pertaining to elevated levels of mold in the Property, except: _____.
- ☐ Owner has no knowledge of elevated levels of mold currently in the Property, except: _____.
- D. ☐ **ASBESTOS:** Asbestos was removed from the Property in _____ (month) _____ (year) in the following location(s): _____.

Owner's Initials () ()

PMA REVISED 6/17 (PAGE 2 OF 4)

PROPERTY MANAGEMENT AGREEMENT (PMA PAGE 2 OF 4)

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Item 6

Owner Name: Marin TransitDate: March 1, 2020

- ☐ Owner has no reports or records pertaining to asbestos in the Property, except: _____.
- ☐ Owner has no knowledge of asbestos currently in the Property, except: _____.

- E. ☐ **PEST CONTROL:** Owner has entered into a contract for periodic pest control treatment of the Property. Owner, within 3 days, will provide Property Manager a copy of the notice originally given to owner by the pest control company.
- F. ☐ **METH CONTAMINATION:** Owner has received an order from a health official prohibiting occupancy of any part of the Property because of methamphetamine contamination. Owner, within 3 days, will provide Property Manager a copy of the order. Contamination specified in the order ☐ has or ☐ has not been remedied.
- G. **BED BUG DISCLOSURE:** Owner acknowledges that beginning July 1, 2017, for new tenants and by January 1, 2018, all tenants must be provided a notice regarding bed bugs (C.A.R. Form BBD). Owner further acknowledges that it is unlawful to show, rent, or lease a property if there is a known current bed bug infestation. ☐ Owner knows of a current infestation.
- H. ☐ **WATER SUBMETERS:** The Property contains two or more units served by a single water meter and Owner has installed a submeter to measure and charge each individual unit for water usage. Effective January 1, 2018, Owner agrees to comply with Civil Code §§ 1954.201 through 1954.219 and authorizes Property Manager to provide the required Water Submeter Addendum (C.A.R. Form WSM).
- I. ☒ **CARBON MONOXIDE DETECTORS:** The Premises has a fossil fuel burning heater, appliance, or an attached garage. Landlord has ☐ has not installed carbon monoxide detector devices in accordance with legal requirements.
- J. ☒ **SMOKE ALARMS:** Landlord has ☐ has not installed smoke alarm(s) in each bedroom, in the hallway outside of each bedroom and on each floor whether or not a bedroom is located on the floor in compliance with legal requirements.
- K. **WATER CONSERVING PLUMBING FIXTURES:** The Premises was built prior to January 1, 1994. The Owner has ☐ has not installed water conserving plumbing fixtures (toilets, shower heads, interior faucets, urinals) as per Civil Code section 1101.1 et seq effective as of 1/1/2017 for single family residential properties and 1/1/2019 for multifamily residential properties.
- L. **WATER HEATERS:** Water heater has ☐ has not been braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion.
- M. **PROP. 65 WARNING NOTICE:** Landlord has ☐ has not posted a proposition 65 warning notice on the Property.
8. **COMPENSATION:**
- A. Owner agrees to pay Property Manager fees in the amounts indicated below for:
- (1) Management: \$13,200 Annually
 - (2) Renting or Leasing: Services can be provided. Fees to be determined at time of vacancy
 - (3) Evictions: N/A
 - (4) Preparing Property for rental or lease: Included
 - (5) Managing Property during extended periods of vacancy: Same
 - (6) An overhead and service fee added to the cost of all work performed by, or at the direction of, Property Manager: None
 - (7) Other: _____
- B. This Agreement does not include providing on-site management services, property sales, refinancing, preparing Property for sale or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending Owner's Association meetings or _____.
- If Owner requests Property Manager to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.
- C. Property Manager may divide compensation, fees and charges due under this Agreement in any manner acceptable to Property Manager.
- D. Owner further agrees that:
- (1) Property Manager may receive and keep fees and charges from tenants for: (i) requesting an assignment of lease or sublease of the Property; (ii) processing credit applications; (iii) any returned checks and/or (☐ if checked) late payments; and (iv) any other services that are not in conflict with this Agreement.
 - (2) Property Manager may perform any of Property Manager's duties, and obtain necessary products and services, through affiliated companies or organizations in which Property Manager may own an interest. Property Manager may receive fees, commissions and/or profits from these affiliated companies or organizations. Property Manager has an ownership interest in the following affiliated companies or organizations: _____
- Property Manager shall disclose to Owner any other such relationships as they occur. Property Manager shall not receive any fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement, without prior disclosure to Owner.
- (3) Other: _____
9. **AGENCY RELATIONSHIPS:** Property Manager may act, and Owner hereby consents to Property Manager acting, as dual agent for Owner and tenant(s) in any resulting transaction. If the Property includes residential property with one-to-four dwelling units and this Agreement permits a tenancy in excess of one year, Owner acknowledges receipt of the "Disclosure Regarding Agency Relationships" (C.A.R. Form AD). Owner understands that Property Manager may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Property Manager, property the same as or similar to Owner's Property. Owner consents to Property Manager's representation of other owners' properties before, during and after the expiration of this Agreement.
10. **NOTICES:** Any written notice to Owner or Property Manager required under this Agreement shall be served by sending such notice by first class mail or other agreed-to delivery method to that party at the address below, or at any different address the parties may later designate for this purpose. Notice shall be deemed received three (3) calendar days after deposit into the United States mail OR ☐ _____.

Owner's Initials () ()



Owner Name: Marin TransitDate: March 1, 2020**11. DISPUTE RESOLUTION:**

A. MEDIATION: Owner and Property Manager agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **Exclusions from this mediation agreement are specified in paragraph 11B.**

B. ADDITIONAL MEDIATION TERMS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

C. ADVISORY: If Owner and Property Manager desire to resolve disputes arising between them rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

12. EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state and local anti-discrimination laws.

13. ATTORNEY FEES: In any action, proceeding or arbitration between Owner and Property Manager to enforce the compensation provisions of this Agreement, the prevailing Owner or Property Manager shall be entitled to reasonable attorney fees and costs from the non-prevailing Owner or Property Manager, except as provided in paragraph 11A.

14. ADDITIONAL TERMS: ☒ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

15. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Owner warrants that Owner is the owner of the Property or has the authority to execute this Agreement. Owner acknowledges Owner has read, understands, accepts and has received a copy of the Agreement.

☐ **REPRESENTATIVE CAPACITY:** This Property Management Agreement is being signed for Owner by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-LL). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. Owner (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days After Execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Owner _____ Date _____

Owner _____
Print Name _____ Social Security/Tax ID # (for tax reporting purposes) _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Owner _____ Date _____

Owner _____
Print Name _____ Social Security/Tax ID # (for tax reporting purposes) _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Real Estate Broker (Firm) Paseo Properties DRE Lic. #: 02094477

By (Agent) Rob Santo Domingo (Broker) DRE Lic. #: 01904918 Date _____

Address 131 Camino Alto Ste F City Mill Valley State CA Zip 94941-2239

Telephone (415)384-8503 Fax _____ Email rob@paseopropertiessf.com

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PMA REVISED 6/17 (PAGE 4 OF 4)

PROPERTY MANAGEMENT AGREEMENT (PMA PAGE 4 OF 4)

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600 Rush



Item 6

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant _____ Date _____

Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA 12/19 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



CALIFORNIA
ASSOCIATION
OF REALTORS®

KEYSAFE/LOCKBOX ADDENDUM AND TENANT PERMISSION TO ACCESS PROPERTY

(C.A.R. Form KLA, Revised 4/13)

The undersigned seller and landlord _____ ("Owner") has entered into an agreement with _____ **Paseo Properties** _____ ("Broker") dated _____, to market for sale, lease or rent the real property located at _____ **600 Rush Landing Rd, Novato, CA 94945-2487** _____ ("Property").

1. DISCLOSURES REGARDING ACCESS TO AND PROTECTION OF PROPERTY:

- A keysafe/lockbox is designed to hold a key to the above Property, permitting access to the interior of the Property by Broker, other brokers and real estate licensees who are participants of the Multiple Listing Service(s) ("MLS"), authorized appraisers and inspectors, and accompanied persons interested in purchasing, leasing or renting the Property. These individuals may take videos or photographs of the Property. Broker does not have the ability to control or block the taking of and use of images by any such persons.
- MLS rules require a keysafe/lockbox placed on the property to be an MLS approved access device in accordance with the rules of the MLS where the listing has been submitted. Generally, an MLS approved access device is one (i) that is specifically authorized by the MLS or (ii) where use of it provides reasonable and timely access to listed property in accordance with the standards required by the MLS.
- Broker, cooperating brokers and other real estate licensees, the MLS and Associations/Boards of REALTORS® are **not** insurers against injury, theft, loss, vandalism, damage or other harm whether through the use of a keysafe/lockbox or other means. Broker does not maintain insurance to protect Owner or other occupants.
- Broker recommends that Owner and, if applicable, Tenant and other occupants of the Property maintain insurance and take any and all possible precautions and safeguards to protect themselves, other occupants and visitors, their property and belongings, including cash, jewelry, drugs, firearms, and other valuables located on the Property.

2. OWNER PERMISSION FOR USE OF A KEYSAFE/LOCKBOX:

Owner hereby authorizes Broker to use a keysafe/lockbox. If the Property is tenant-occupied, Owner is advised that tenant permission may be required and is recommended. Owner acknowledges receipt of a copy of this document.

Date _____
Owner _____

(Print Name)

Date _____
Owner _____

(Print Name)

3. TENANT PERMISSION TO ACCESS PREMISES:

I am the current tenant of the above referenced Property, and have read the disclosure statements above. In addition to any authority granted in the lease or rental agreement, I agree as follows:

- ☐ Broker may use a keysafe/lockbox.
☐ Broker may show Property as follows:

- ☐ (For Single-Family Dwellings:) Broker may post a "FOR SALE", "FOR LEASE", "FOR RENT" or "SOLD" sign on the Property.

Tenant acknowledges receipt of a copy of this document.

Date _____
Tenant _____

(Print Name)

Date _____
Tenant _____

(Print Name)

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KLA REVISED 4/13 (PAGE 1 OF 1)

KEYSAFE/LOCKBOX ADDENDUM AND TENANT PERMISSION TO ACCESS PROPERTY (KLA PAGE 1 OF 1)

Paseo Properties, 131 F Camino Alto Mill Valley CA 94941
Roberto Santo Domingo

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 4155694629

Fax:

600 Rush

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
 Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
 Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
 Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/18 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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Item 6

AMENDMENT TO PROPERTY MANAGEMENT SERVICES AGREEMENT #192045

INDEMNIFICATION:

Paragraph 4B of this Property Management Agreement has been stricken.

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

JURISDICTION AND VENUE

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

RELATIONSHIP BETWEEN THE PARTIES:

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

PROPERTY MANAGER'S AUTHORITY TO ENTER INTO SPECIFIED, LIMITED CONTRACTS:

Paragraph 3F of this Property Management Agreement has been stricken.

Rather, Property Manager may contract, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Property Manager shall obtain prior approval from Owner for all expenditures or contracts over \$500.

///SIGNATURES ON FOLLOWING PAGE///

Agreed to by:

Landlord: Marin County Transit District

Signature: _____

Date: _____

Print Name and Title: _____

Broker: Paseo Properties

Signature: _____

Date: _____

Print Name and Title: _____



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

March 2, 2020

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

SUBJECT: Proposed Agreement with SRECTrade for Transaction and Management Services for Credits under the California Low Carbon Fuel Standard

board of directors

Dear Board Members:

dennis rodoni
president
supervisor district 4

RECOMMENDATION: Discussion item.

kate colin
vice president
city of san rafael

SUMMARY:

Marin Transit has the opportunity to generate and sell credits the California Low Carbon Fuel Standard (CA LCFS) due to the addition of two battery electric buses to the fleet. Staff is exploring an agreement with SRECTrade to provide transaction management services for the District's Credits.

judy arnold
2nd vice president
supervisor district 5

The CA LCFS program was approved by the California Air Resources Board (CARB) in 2009 with the goal of reducing greenhouse gas (GHG) emissions in California's transportation sector.

damon connolly
director
supervisor district 1

Marin Transit's battery electric buses were both in service as of July 2019 and have the ability to generate credits under the CA LCFS. For every one metric ton of CO₂ reduced, one LCFS credit can be generated. To generate credits the vehicles need to be registered with the California Air Resources Board (CARB) and regular reporting requirements need to be met. Once credits are generated, the District needs to market and sell these credits to credit buyers (Oil Refiners/Importers) to generate revenue. Other large transit agencies like LA Metro and SFMTA have been taking advantage of the program by generating and selling LCFS credits to offset some of the higher operating costs of zero emission or alternative fuel vehicles.

eric lucan
director
city of novato

katie rice
director
supervisor district 2

SRECTrade has strong existing relationships, platforms, and a marketplace that would allow the District's small amount of credits to be generated and sold efficiently. SRECTrade also has a documented Zero-Carbon Intensity electricity pathway with CARB that will allow the District to generate about 21% more LCFS credits per kilowatt hour by purchasing Renewable Energy Credits (RECs) at a cost of about \$15 per REC. As the District adds more clean fuel generation units (vehicles or solar), SRECTrade can add them to the District's credit generators.

kathrin sears
director
supervisor district 3

A proposed agreement would be in place for two years, after which the District can continue the agreement or evaluate other options. Any agreement would be subject legal review and approval.

FISCAL/STAFFING IMPACT:

Based on estimates, the District's two vehicles could annually generate about 50-70 credits each. Using the current value for a credit of \$210, this is potential generation of about \$20,000-\$29,400 per year.

Fees paid to SRECTrade would be based on a percentage of revenue generated by credits according to the following:

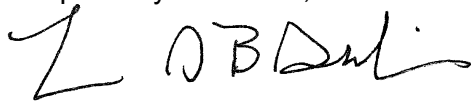
0-1,000 Credits	20%
1,001-5,000 Credits	12.5%
5,001 – 20,000 Credits	7.5%
20,001+ Credits	5.0%

For the initial two electric vehicles, fees are anticipated to be about \$5,000 per year (Table 1) and result in a about \$20,000 in net revenue for the District.

Table 1: Annual Estimated Revenues and Fees by Annual Credits

<i>Total Annual Credits</i>	<i>Estimated Revenue Generation</i>	<i>Estimated Fee</i>	<i>Net Revenue</i>
100	\$21,000	\$4,200	\$16,800
140	\$29,400	\$5,880	\$23,520

Respectfully submitted,



Lauren Gradia
Director of Finance and Capital Projects