

**TRANSPORTATION AUTHORITY OF MARIN
BOARD OF COMMISSIONERS MEETING**

APRIL 22, 2021

6:00 P.M.

Zoom

<https://us02web.zoom.us/j/87334165910?pwd=bIEwYTVEdDFGMGFjZmRxMzVKVDJodz09>

Webinar ID: 873 3416 5910

Passcode: 464229



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Belvedere
James Campbell

Corte Madera
Charles Lee

Fairfax
Chance Cutrano

Larkspur
Dan Hillmer

Mill Valley
Urban Carmel

Novato
Eric Lucan

Ross
P. Beach Kuhl

San Anselmo
Brian Colbert

San Rafael
Kate Colin

Sausalito
Susan Cleveland-Knowles

Tiburon
Alice Fredericks

County of Marin
Damon Connolly
Katie Rice
Stephanie Moulton-Peters
Dennis Rodoni
Judy Arnold

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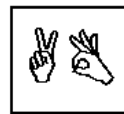
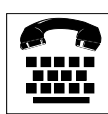
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- Before the meeting: email your comments to dmerleno@tam.ca.gov. Please email your comments no later than 5:00 P.M. Wednesday, April 21, 2021 to facilitate timely distribution to Board members. Please include the agenda item number you are addressing and your name and address. Your comments will be forwarded to the TAM Board members and will be placed into the public record.

- During the meeting (only): Your meeting-related comments may be sent to info@tam.ca.gov. During the meeting your comments will be read (3 minutes limit per comment) when the specific agenda item is considered by the Board. Your comment will also become part of the public record. (In order to ensure staff receives your comment during the meeting, it is recommended that you send your comment early in the meeting.)

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AGENDA

1. Chair's Report (Discussion)
2. Commissioner Matters Not on the Agenda (Discussion)
3. Commissioner Reports (Discussion)
 - a. MTC Report - Commissioner Connolly
 - b. Marin Transit Report – Commissioner Colin
 - c. SMART Report – Commissioner Lucan
4. Executive Director's Report (Discussion)
5. Open time for public expression, up to three minutes per speaker, on items not on the Board of Commissioners' Agenda. (While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.)
6. CONSENT CALENDAR (Action) – **Attachment**
 - a. Approve TAM Board Meeting Minutes of March 25, 2021
 - b. Review and Approval of the FY2020-21 Third Quarter Financial Report
 - c. Regional Measure 3 North Bay Transit Access Improvement Fund Apportionment Proposal
 - d. Appointments to the Citizens' Oversight Committee
 - e. Authorize Execution of Sublease and Service Agreements with Marin General Services Authority
7. San Rafael Transportation Center Relocation Update (Discussion) - **Attachment**
8. Regional Measure 3 (RM3) Letter of No Prejudice (LONP) and Associated Actions for the Marin Sonoma Narrows (MSN) Project (Action) – **Attachment**
9. Authorize Contract Amendment for Professional Services for the North/South Greenway Gap Closure Project (Action) - **Attachment**
10. Marin-Sonoma Bike Share Program Coordination Agreement (Action) - **Attachment**

MEETING OF THE
TRANSPORTATION AUTHORITY OF MARIN
TAM

MARCH 25, 2021
6:00 PM

Virtual Meeting

MEETING MINUTES

Members Present:

- Alice Fredericks, Tiburon Town Council
- Beach Kuhl, Ross Town Council
- Brian Colbert, San Anselmo Town Council
- Chance Cutrano, Fairfax Town Council
- Charles Lee, Corte Madera Town Council
- Damon Connolly, Marin County Board of Supervisors
- Dan Hillmer, Larkspur City Council
- Dennis Rodoni, Marin County Board of Supervisors
- Eric Lucan, Novato City Council, TAM Chair
- James Campbell, Belvedere City Council
- Judy Arnold, Marin County Board of Supervisors
- Kate Colin, San Rafael City Council
- Katie Rice, Marin County Board of Supervisors
- Stephanie Moulton-Peters, Marin County Board of Supervisors, TAM Vice-Chair
- Susan Cleveland-Knowles, Sausalito City Council
- Urban Carmel, Mill Valley City Council

Members Absent: None

Staff Members Present

- Anne Richman, Executive Director
- David Chan, Manager of Programming and Legislation
- Denise Merleno, Executive Assistant
- Helga Cotter, Senior Accountant
- Li Zhang, Chief Financial Officer/Deputy Executive Director
- Scott McDonald, Senior Transportation Planner

Chair Lucan called the meeting to order at 6:02 p.m.

Chair Lucan welcomed everyone to the meeting and asked Executive Assistant Denise Merleno to conduct a roll call to ensure a quorum. A quorum of the Board was confirmed and detailed information about how the public may participate was provided.

1. Chair's Report (Discussion)

Chair Lucan reported a change to the membership of TAM's Human Resources Ad-hoc Committee due to vacancies that had arisen. The new roster will include Commissioners Fredericks, Kuhl, Rodoni and Vice-Chair Moulton-Peters who will chair these meetings. Commissioner Arnold will continue to serve as an alternate.

2. Commissioner Matters Not on the Agenda (Discussion)

None.

3. Commissioner Reports (Discussion)**a. MTC Report – Commissioner Connolly**

Commissioner Connolly reported that the Metropolitan Transportation Commission (MTC) voted on the allocation of \$802 million of funding from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021, an anticipated \$1.7 billion that the Bay Area will receive via the newly enacted American Rescue Plan, and a federal infrastructure plan that is being considered. He commented on the possibility of the return of federal earmarks as noted during a recent presentation given by Congressman Jared Huffman. Regarding seamless transportation, he discussed advocacy principles adopted by MTC to guide legislation towards improving the Bay Area's transit system.

b. Marin Transit Report – Commissioner Colin

Commissioner Colin reported that Marin Transit recently held a workshop to discuss budgetary assumptions based on ridership and revenues in the post pandemic era. She noted that social distancing requirements on busses have impacted capacity levels but that she hoped increased ridership will be permitted as Marin has moved into the less restrictive orange tier of the Blueprint for a Safer Economy's color-coded system.

c. SMART Report – Chair Lucan

Chair Lucan reported that Sonoma Marin Area Rail Transit (SMART) has been evaluating the feedback received through the nine community listening sessions that the agency conducted over the past year. He noted that the SMART Board will continue to review the recommendations to help plan and direct the agency's future.

Commissioners Arnold and Hillmer joined the virtual meeting.

4. Executive Director's Report (Discussion)

Executive Director (ED) Anne Richman highlighted recent activities and transportation news including the distribution of the TAM Annual Report; a survey that was released regarding TAM's study of 12 interchanges in the county; a recently completed Safe Pathway Project at Pixley and Redwood Avenues in Corte Madera; MTC's Pavement Management Technical Assistance Program; MTC's recommendation to the California Transportation Commission (CTC) to award \$4,302,000 for the Richmond-San Rafael Bridge Shared Use Path Gap Closure project; an upcoming State Route 37 (SR 37) Town Hall on April 15; the announcement of Dina El-Tawansy as the new Director of Caltrans District 4, TAM's application for \$77 million through the federal Infrastructure for Rebuilding America (INFRA) 2021 Program; and the possibility of the return of federal earmarks rebranded as "community projects."

5. Open Time for Public Expression

Chair Lucan asked if any members of the public wished to speak or had sent in an e-comment, and hearing none, he moved on to the next item.

6. CONSENT CALENDAR (Action)

- a. Approve TAM Board Meeting Minutes of February 25, 2021
- b. Amend the Administrative Code

Commissioner Rodoni moved to approve the Consent Calendar and was seconded by Commissioner Kuhl.

Chair Lucan opened the item to public comment and hearing none, a roll call vote was conducted, and the motion passed unanimously.

7. Adopt Positions on 2021 State Legislative Bills (Action)

Chair Lucan disclosed that among the bills to be discussed there were two about electric bike rebates, and since he is an officer of a bicycle company, he stated that he would ask staff to provide an overview on legislative activity at the state level and then recuse himself for the part of the discussion focused on the two e-bike bills. A vote would be taken on the e-bike bills and then he would return to participate in the vote on the balance of the bills.

ED Richman introduced Gus Khouri from Khouri Consulting, who presented this item which recommended that the TAM Board review and adopt positions on 22 bills in the 2021 State Legislative Bills Matrix as presented in the staff report.

Mr. Khouri provided an update on relevant activities and information at the State level, including the proposed FY2021-22 state budget, and the draft Climate Action Plan for Transportation Investment (CAPTI) which is focused on promoting mode shift to reduce greenhouse gas (GHG) emissions.

ED Richman added that staff welcomed feedback on CAPTI as the deadline to submit comments may be extended.

Commissioner Cleveland-Knowles hoped there would be an opportunity to learn more about the plan and then review any comments before submitting them. She wanted to make certain that TAM sends the message that it values mode shift while ensuring that the Plan would not interfere with TAM's programmatic goals.

Mr. Khouri agreed and added that he will work with ED Richman and David Chan, TAM's Manager of Programming and Legislation, to generate a response.

Commissioner Carmel stated he recognized that Marin has road projects that need funding but that the only way to make the crossover towards a multi-modal Marin will be to make deliberate investments in those areas.

Chair Lucan recused himself from the discussion on the two e-bike bills and asked Vice-Chair Moulton-Peters to preside over that portion of the item.

Chair Lucan stepped away from the virtual dais.

Mr. Khouri reviewed AB 117 (Beorner Horvath) which would establish, implement, and administer an Electric Bicycle Rebate Pilot Project, and a federal bill which was awaiting introduction (Panetta, Blumenauer), that would create a federal tax credit for electric bikes. He noted that staff is recommending a "watch" position on both bills.

Hearing Mr. Khouri confirm that AB 117 was amended to provide a preference for low-income earners, Commissioner Rice stated that she would recommend that TAM change its position on the bill from "Watch" to "Support."

Vice-Chair Moulton-Peters opened the item to public comment.

Warren Wells of the Marin County Bicycle Coalition (MCBC) expressed his organization's support of AB 117.

Seeing no others wishing to speak, Vice-Chair Moulton-Peters closed the item to public comment.

Commissioner Cleveland-Knowles made a motion to adopt a support position on AB 117 (Beorner Horvath) and a watch position on the pending federal bill (Panetta, Blumenauer) which was seconded by Commissioner Rice. A roll call vote was conducted, and the motion passed unanimously.

Chair Lucan returned to the virtual dais.

Mr. Khouri reviewed the balance of the bills in the staff report for which an action was requested, including a support position for AB 43 (Friedman), AB 703 (Rubio, Blanca), AB 361 (Rivas, Robert), AB 745 (Gipson), and SB 551 (Stern), and an oppose position for SB 542 (Limón) and SB 771 (Becker).

Commissioner Colin, on AB 67 (Petrie-Norris), asked for a support position rather than watch. Mr. Khouri stated that the language is too generic at this point and is ambiguous as to the implications of the bill to recommend supporting but that he may recommend changing it to support in the future as the bill moves along.

Commissioner Campbell, on AB 51 (Quirk), felt that guidance from the state should be provided to coordinate efforts against climate change.

ED Richman commented that these two bills demonstrate that there is broad interest in the topic and a recognition that it is difficult for local jurisdictions to address it on their own. She suggested that the two bills attempt to address the question in different ways. As a result, she suggested waiting to see how they are structured before taking a position.

Commissioner Connolly stated that MTC and ABAG (Association of Bay Area Governments) decided to take the same approach in addressing the same issue on competing measures.

Vice-Chair Moulton-Peters agreed that the Board should wait until more definition and shaping of the two bills have occurred.

Commissioner Rice agreed that it would be prudent to take a watch position on the two climate change bills but hoped that there would be a way for TAM to express its interest in the bills and to receive more clarity.

Commissioner Colbert, on SB 771, asked if Mr. Khouri had a sense as to how such a sales tax exemption on the purchase would affect local revenue.

Mr. Khouri replied that approximately 60 percent of all vehicles are leased but he was unsure how many of those are electric vehicles and what the revenue assumption might be.

Commissioner Carmel suggested that TAM should signal its support for AB 67 and AB 51 and that taking a "Watch" position did not seem to clearly express support.

Commissioner Fredericks spoke on the topic of taking a position early in the life of a bill. She stated that it has been her experience that it is better to wait when legislation has broad statements that one may agree with, but it is not clear how it will look once implemented. She finalized her comments by stating that she supports waiting to take a position on either of the two bills until amendments are made and the bills are clarified.

Vice-Chair Moulton-Peters asked when Mr. Khouri would be returning to the Board for an update on these bills.

ED Richman suggested that Mr. Khouri would be invited back at any point when there is more information on the bills under discussion.

Mr. Khouri added that he is in contact with staff whenever there is movement on a bill that is of interest to the TAM Board so that it may be heard and considered by the Executive Committee or full Board.

Chair Lucan asked if any members of the public wished to speak or had sent in an e-comment, and hearing none, he closed the item to public comment.

Commissioner Fredericks made a motion to adopt positions on the remaining 20 bills in the 2021 State Legislative Bills as presented in the staff report which was seconded by Commissioner Cleveland-Knowles. A roll call vote was conducted, and the motion passed unanimously.

8. Program Senate Bill (SB) 1 Local Partnership Program (LPP) Incentive Funds (Action)

Mr. Chan presented this item which recommended that the Board authorizes the ED to request the CTC to program and allocate \$3.5 million in Local Partnership Program (LPP) Incentive Funds to the Marin Sonoma Narrows (MSN) project.

Chair Lucan asked if any members of the public wished to speak or had sent in an e-comment, and hearing none, he closed the item to public comment.

Vice-Chair Moulton-Peters made a motion to approve staff's recommendation. A roll call vote was conducted, and the motion passed unanimously.

9. MTC Safe and Seamless Mobility Quick-Strike Program (Action)

ED Richman introduced the item noting that there is an overwhelming amount of interest in this MTC-sponsored program.

Mr. Chan presented this item which recommended that the TAM Board approve the Funding, Programs & Legislation (FP&L) Executive Committee recommendation of directing staff to forward six applications to MTC for funding consideration from the Safe and Seamless Mobility Quick-Strike ("Quick-Strike") Program, as shown in the staff report without indicating the applications' assigned tiers unless requested by MTC.

Commissioner Carmel asked Mr. Chan to explain what the FP&L Executive Committee's thoughts were in removing the two-tiered ranking structure for projects.

Mr. Chan stated that the FP&L Executive Committee decided that the projects in Tier 2 were just as deserving of funding as those in Tier 1 and did not want to put them at a disadvantage by using a tiered structure.

Commissioner Carmel suggested that TAM is in a position to provide input to MTC on the best projects for funding and prioritizing them would allow TAM to do that.

Commission Colin agreed with Commissioner Carmel and stated that it is important, particularly in light of the high demand for funding. She asked that the Board consider a tiered approach.

Vice-Chair Moulton-Peters asked about the criteria MTC established for this program. Mr. Chan stated that MTC issued standardized criteria for all agencies to use when ranking projects.

Vice-Chair Moulton-Peters asked if TAM might expect to receive more than the projected \$1.5 million as targeted by MTC. Mr. Chan commented that he thought MTC would make every effort to keep to its original funding projections.

Vice-Chair Moulton-Peters asked about the state of readiness of Corte Madera's Casa Buena Drive Project and Sausalito's Bridgeway Bike Lane Project. Mr. Chan stated that Sausalito's project is in the concept stage and Corte Madera's project is nearing completion of the design phase and close to being shovel ready.

Commissioner Cleveland-Knowles commented that Sausalito is hoping to receive monies from the San Francisco Bay Trail Project for design after which she hopes to bring this project back to TAM for future funding opportunities.

Vice-Chair Moulton-Peters asked if the Corte Madera project is in a shovel-ready status similar to the Mill Valley East Blithedale Pathway to Transit. Mr. Chan stated that, based on the information he had received, they are comparable in readiness status.

Commissioner Lee stated that the design is complete on the Casa Buena Drive Project. He added that he does not support using a two-tier system when submitting the projects to MTC since that was not the understanding his staff had when working with TAM on submitting this project. He noted, as well, that he would request that the Casa Buena Drive Project be elevated to a Tier 1 project if the Board does choose to utilize a tiered system to submit its projects to MTC.

Commissioner Rodoni agreed with Commissioner Lee that the Casa Buena Drive Project is in shovel-ready condition. He asked if an equity lens was utilized when ranking these projects. Mr. Chan responded that there was a criterion that analyzed equity as it asked whether a project was in a Priority Development Area, Transit Priority Area, Community of Concern, or a Community Air Risk Evaluation category.

Commissioner Cutrano asked if Mr. Chan could share how "community of concern" is defined.

ED Richman stated that census tracts have been used historically but that other factors are also taken into consideration such as income, demographic statistics, and access to household vehicles. She added that the communities of concern in Marin, as noted in Plan Bay Area 2050 are unchanged, for the most part, from those that were in Plan Bay Area 2040.

Commissioner Arnold, a member of the FP&L Executive Committee, supported removing the tiered system for submission to MTC. She added that any elected official may submit a letter of support for a project to MTC for more impact in its decision making.

Commissioner Rice, a member of the FP&L Executive Committee, spoke on the topic of equity and suggested that in addition to the location of a project, one should consider who will be using the facility. She wondered to what degree the Street Smarts Program was utilized in Marin's communities of concern and if it had been upgraded to be culturally appropriate.

Commissioner Rice expressed her concern for submitting too many projects to MTC resulting in none of the projects receiving enough funding to complete them. She noted that she would prefer to submit a shorter list and/or one that is tiered.

Chair Lucan, a member of the FP&L Executive Committee, stated that the Committee did struggle with whether to keep or remove the tiers. He added that, in the end, it was decided to submit the full list of recommended projects but to maintain the tiered list, internally, in the event that MTC asked for a prioritized list.

Commissioner Cleveland-Knowles, a member of the FP&L Executive Committee, recalled the group discussed that submitting too many projects for the limited funding had no downside and would give MTC a broader array of projects from which to select, thereby giving TAM a better chance at receiving funding.

ED Richman commented that it could be risky to submit too many projects making it more difficult for MTC to decide and in the end awarding funding to projects which may not reflect Marin's local priorities. She added that staff would continue to seek funding for projects that may not receive an award from this program.

Chair Lucan opened the item to public comment.

Jean Severinghaus expressed her support for the East Blithedale Pathway to Transit and the Casa Buena Drive Projects.

Nancy Whelan, Marin Transit General Manager, thanked TAM for considering the Marin County Bus Stop Improvements and asked the Board to support it for funding.

Mr. Wells of MCBC expressed his support for the East Blithedale Pathway to Transit Project.

Patrick Seidler of Transportation Alternatives for Marin expressed his support for submitting a tiered project list to MTC and support for the East Blithedale Pathway to Transit Project.

Seeing no others wishing to speak, Chair Lucan closed the item to public comment.

Vice-Chair Moulton-Peters stated that she supported using the tiered system, would include the Casa Buena Drive Project in Tier 1 since it is shovel ready, move the Street Smarts Program down to the Tier 2 level as she believed it would not be as competitive, and she would consider pro-rating the bus stop project or submitting it in its entirety.

Commissioners Rice, Cleveland-Knowles, Lee, Carmel, and Colin all expressed their support of the tiered system, moving the Casa Buena Drive Project to the Tier 1 status, and moving the Street Smarts Program down to Tier 2.

Chair Lucan asked and ED Richman confirmed that MTC set a \$250,000 minimum funding amount that could be requested and that the Street Smarts Program requested that minimum amount.

Commissioner Rodoni made a motion to shift the TAM Street Smarts Program down to Tier 2, move the Casa Buena Drive Project to Tier 1 and to submit the project list to MTC using the tiered system which was seconded by Commissioner Kuhl. A roll call vote was conducted, and the motion passed unanimously.

10. Review and Approve the Measure A/AA 1/2-Cent Transportation Sales Tax and the Measure B \$10 Vehicle Registration Fee Revenue Projections and the FY2021-22 Annual Budget and Strategic Plan Development Schedule (Action)

Chief Financial Officer/Deputy Executive Director Li Zhang presented this item which recommended the TAM Board review and approve the Measure A/AA 1/2-Cent Transportation Sales Tax and the Measure B \$10 Vehicle Registration Fee revenue estimates recommended for the FY2021-22 Annual Budget development, the long-term sales tax revenue projection recommended for the development of the Transportation Sales Tax Strategic Plan, and the development schedule for the FY2021-22 Annual Budget and Strategic Plan Update.

Chair Lucan opened the item to members of the public wishing to speak and seeing none, he closed it to public comment.

Commissioner Colbert thanked staff for the clarity of the presentation.

Commissioner Carmel agreed and stated that he was a strong supporter of reducing the revenue projections last year but that the consensus now is for a GDP growth of seven percent and another four and a half percent next year.

Commissioner Arnold made a motion to approve the actions recommended by staff, which was seconded by Commissioner Hillmer. A roll call vote was conducted, and the motion passed unanimously.

The meeting was adjourned at 8:25 p.m.

DRAFT



DATE: April 22, 2021

TO: Transportation Authority of Marin Board of Commissioners

FROM: Anne Richman, Executive Director *Anne Richman*
Finance and Administration Team

SUBJECT: Review and Approval of the FY2020-21 Third Quarter Financial Report (Action), Agenda Item No. 6b

RECOMMENDATION

The TAM Board reviews the FY2020-21 Third Quarter Financial Report and approves the budget amendments proposed as part of the report.

BACKGROUND

This report, along with all accompanying attachments, provides a summary of the financial activities for the period ending March 31, 2021 and covers TAM's revenue and expenditure activities from July 1, 2020 to March 31, 2021. Revenues and expenditures are presented on a cash basis for the period covered.

DISCUSSION/ANALYSIS

Revenue Highlights:

As of March 31, 2021, the total 1/2-Cent Transportation Sales Tax cash disbursements received from the California Department of Tax and Fee Administration (CDTFA) for the nine-month period from July 2020 to March 2021 was \$22.09 million, which is 1.39% less than the total disbursements for the same period of FY2019-20.

In June 2020, the Board revised its April 2020 adopted Measure A/AA sales tax for the current fiscal year from \$27.5 million to \$24.75M, about a 10% drop from the final FY2019-20 revenue collection level (\$27.43M), due to the unprecedented economic disruption and long-term uncertainty caused by COVID-19. However, based on the disbursements received as of February 2021, the relatively stable taxable sales base in Marin, and the extra buying power created by the existing and various upcoming economic stimulus measures, at its March 25, 2021 meeting the Board approved reinstating the originally adopted FY2020-21 Measure A/AA budget level of \$27.5M. Staff will continue monitoring the sales tax collection closely and report timely updates.

As of March 31, 2021, TAM has also received a total of \$1.80 million in Measure B \$10 Vehicle Registration Fee cash disbursements from the Department of Motor Vehicles (DMV) for the nine-month period from July 2020 to March 2021, which is about 0.03% less than the same period last year. Based on the most recent vehicle registration data for the County, the possible continuing negative impact on vehicle purchases, and revenue collection trends, at its March 25, 2021 meeting the Board also approved to revise the FY2020-21 budget level for the Measure B \$10 VRF downward from \$2.42M to \$2.32M.

As of March 31, 2021, TAM received all the fee contributions from cities, towns, and the county for CMA planning, programming, and project delivery support services provided. The total fee of \$500,000 was reduced (about 10%) from FY2019-20 in recognition of budget pressures many cities expect to face due to the COVID crisis.

TAM also received \$313,527 in interest revenue from its investments in CalTRUST and its cash in the money market account with Bank of Marin through the third quarter of FY2020-21.

Expenditure Highlights:

Total expenditures through the third quarter of the year are about \$18.76 million. Expenditures are on a cash basis and there are delays due to time needed by vendors to prepare and submit payment requests.

Budget Amendments:

The following budget amendments are proposed to be approved as part of the FY2020-21 Third Quarter Financial Report:

- Add the “Marin County Sir Francis Drake Blvd Signal Coordination Project” budget line for \$340,000 under interagency agreements. This project was part of Marin County’s Sir Francis Drake Blvd Corridor Construction project and therefore needs to be amended into this year’s budget. The amount was approved by the TAM Board at its July 28, 2016 meeting. Budget authority needed for the project will be transferred from the “Funding Agreement with County of Marin for Bellam Blvd Construction and Construction Management” budget line due to the delay in that project until next fiscal year.
- Increase the “Strategy 3.1 – Major Roads” budget line by \$1.5M, from \$6.0M to \$7.5M. The Marin County’s Sir Francis Drake Corridor Construction project original allocation was \$11.93M and due to the progress made this fiscal year, reimbursement up to 60% will be requested thru June 30, 2021. This allocation was approved by the TAM Board at its July 8, 2019 meeting. Budget authority needed for this effort will be transferred from the “Funding Agreement with County of Marin for Bellam Blvd Construction and Construction Management” budget line due to the delay in that project until next fiscal year.

Investment with CalTRUST:

Attachment 7 of the staff report provides principal and interest earning details for each of the CalTRUST (Investment Trust of California) funds TAM invests in. As of March 31, 2021, interest earning from all funds totaled \$311,917, unrealized loss was \$188,711, and investment balance was \$49.60 million.

FISCAL CONSIDERATION

None

NEXT STEPS

The Fourth Quarter Financial Report will be incorporated as part of the TAM FY2020-21 Comprehensive Annual Financial Report and presented to the Board for review and acceptance by November 2021.

ATTACHMENTS

- Attachment 1 FY2020-21 Budget to Actual Comparison as of 3/31/2021
- Attachment 2 Summary of FY2020-21 Budget Amendments as of 3/31/2021
- Attachment 3 FY2020-21 Revenue and Expenditure Report as of 3/31/2021– Measure A Sales Tax Detail
- Attachment 4 FY2020-21 Revenue and Expenditure Report as of 3/31/2021 – Measure AA Sales Tax Detail
- Attachment 5 5.1: Monthly Measure A/AA Sales Tax Disbursement Comparison
5.2: Annual Measure A/AA Sales Tax Actual Vs. Budget Comparison
- Attachment 6 FY2020 and FY2021 Monthly Measure B VRF Disbursement Comparison
- Attachment 7 CalTRUST Investment Monthly Interest Income by Fund
- Attachment 8 8.1: FY2020-21 Budget Revenue Overview by Funding Source
8.2: FY2020-21 Budget Expenditure Overview by Category
- Attachment 9 Transportation Acronyms

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Item 6b - Attachment

Attachment I: FY2020-21 Budget to Actual Comparison as of 3/31/21

Budget Line Items	Annual Budget	Actual 3/31/21	\$ Difference	Actual as % of Budget
<u>Beginning Fund Balance</u>	<u>43,303,432</u>	<u>43,303,432</u>		
REVENUES				
Measure A/AA Sales Tax Revenue	27,500,000	22,093,944	(5,406,056)	80.34%
Measure B VRF Revenue	2,320,000	1,803,341	(516,659)	77.73%
Cities/Towns and County Contribution	500,000	500,000	-	100.00%
Interest Revenue	731,967	313,527	(418,440)	42.83%
MTC STP/CMAQ Planning Fund and OBAG Grants	969,646	347,385	(622,260)	35.83%
MTC Regional Measure 2 Fund	4,276,767	80,759	(4,196,008)	1.89%
Marin Transportation For Clean Air Funding	373,000	174,212	(198,788)	46.71%
Regional TFCA Competitive Grant	283,637	-	(283,637)	0.00%
State STIP PPM Fund	198,575	38,680	(159,895)	19.48%
STIP/RTIP/ITIP Funds/SBI Local Partnership	1,480,697	41,570	(1,439,128)	2.81%
Federal STP Fund	40,000	10,000	(30,000)	25.00%
Caltrans Bus On Shoulder Grant	288,000	103,602	(184,398)	35.97%
Realized Highway 101 ROW Excess Fund	4,196,000	1,180,146	(3,015,854)	28.13%
<u>Total Revenue Available</u>	<u>43,158,289</u>	<u>26,687,166</u>	<u>(16,471,122)</u>	<u>61.84%</u>
EXPENDITURES				
Administration				
Salaries & Benefits	2,587,655	1,842,994	744,661	71.22%
Office Lease	265,000	163,999	101,001	61.89%
Agencywide IT and Computer Equipment Upgrade	10,000	2,305	7,695	23.05%
Equipment Purchase/Lease	10,000	5,983	4,017	59.83%
Telephone/Internet/ Web Hosting Services	25,000	16,905	8,095	67.62%
Office Supplies	31,000	19,898	11,102	64.19%
Updates and Technical Support for TAM Website	21,000	16,688	4,312	79.47%
Insurance	12,000	11,235	765	93.62%
Financial Audit	20,000	20,500	(500)	102.50%
Legal Services	45,000	9,387	35,614	20.86%
Document/Video/Marketing Material Production	45,000	21,758	23,242	48.35%
Memberships	17,500	14,113	3,387	80.64%
Travel/Meetings/Conferences	31,500	947	30,553	3.01%
Professional Development	5,000	4,090	910	81.80%
Human Resources/Board Support	35,000	135	34,865	0.39%
Information Technology Support	45,000	36,120	8,880	80.27%
Annual Support & Upgrade of Financial System	10,000	4,942	5,058	49.42%
Misc. Expenses	22,000	990	21,010	4.50%
<u>Subtotal, Administration</u>	<u>3,237,655</u>	<u>2,192,989</u>	<u>1,044,667</u>	<u>67.73%</u>

Item 6b - Attachment

Attachment I: FY2020-21 Budget to Actual Comparison as of 3/31/21

Budget Line Items	Annual Budget	Actual 3/31/21	\$ Difference	Actual as % of Budget
Professional Services				
Bellam Blvd I01 Off-ramp Improvements - Design & ROW	837,000	67,299	769,701	8.04%
CMP Update/Traffic Monitoring	100,000	109,950	(9,950)	109.95%
Travel Model Maintenance & Update	10,000	14,446	(4,446)	144.46%
Traffic Monitoring and Reporting	25,000	7,998	17,002	31.99%
Project Management Oversight	180,000	75,408	104,592	41.89%
HOV Gap Closure Mitigation - Brookdale /Maintenance	5,500	2,500	3,000	45.45%
State Legislative Assistance	42,000	28,000	14,000	66.67%
Financial Advisor/Sales Tax Audit Services	20,000	6,935	13,065	34.67%
North-South Greenway Gap Closure / PS&E & CM Services	325,000	43,015	281,985	13.24%
Public Outreach Service Support	30,000	-	30,000	0.00%
CMFC Onsite Re-Vegetation Mitigation Monitoring and Reporting	5,000	4,293	707	85.86%
Bus On Shoulder Feasibility Study	288,000	109,758	178,242	38.11%
Consulting Pool	10,000	-	10,000	0.00%
Subtotal, Professional Services	1,877,500	469,602	1,407,898	25.01%
Measure A Sales Tax Programs/Projects				
Bike/Ped Path Maintenance	60,000	-	60,000	0.00%
<u>Strategy 1 - Transit</u>	<u>1,175,055</u>	<u>1,175,055</u>	<u>-</u>	<u>100.00%</u>
<i>Substrategy 1.1 - Local Bus Transit Service</i>	<i>944,535</i>	<i>944,535</i>	<i>-</i>	<i>100.00%</i>
<i>Substrategy 1.2 - Rural Bus Transit System</i>	<i>27,059</i>	<i>27,059</i>	<i>-</i>	<i>0.00%</i>
<i>Substrategy 1.3 - Special Needs Transit Services</i>	<i>134,574</i>	<i>134,574</i>	<i>-</i>	<i>0.00%</i>
<i>Substrategy 1.4 - Bus Transit Facilities</i>	<i>68,887</i>	<i>68,887</i>	<i>-</i>	<i>100.00%</i>
<u>Strategy 3 - Local Transportation Infrastructure</u>	<u>6,250,600</u>	<u>5,265,541</u>	<u>985,059</u>	<u>84.24%</u>
<i>Substrategy 3.1 - Major Roads</i>	<i>6,000,000</i>	<i>5,106,270</i>	<i>893,730</i>	<i>85.10%</i>
<i>Substrategy 3.2 - Local Roads</i>	<i>250,600</i>	<i>159,271</i>	<i>91,329</i>	<i>63.56%</i>
<u>Strategy 4 - Safer Access to Schools.</u>	<u>1,612,000</u>	<u>479,315</u>	<u>1,132,685</u>	<u>29.73%</u>
<i>Substrategy 4.1 - Safe Routes to Schools</i>	<i>532,500</i>	<i>434,636</i>	<i>97,864</i>	<i>81.62%</i>
<i>Substrategy 4.2 - Crossing Guards</i>	<i>79,500</i>		<i>79,500</i>	<i>0.00%</i>
<i>Substrategy 4.3 - Safe Pathways to School</i>				
<i>Safe Pathway Capital Projects</i>	<i>1,000,000</i>	<i>44,679</i>	<i>955,321</i>	<i>4.47%</i>
Subtotal, Measure A Programs	9,097,655	6,919,911	2,177,744	76.06%

Item 6b - Attachment

Attachment I: FY2020-21 Budget to Actual Comparison as of 3/31/21

Budget Line Items	Annual Budget	Actual 3/31/21	\$ Difference	Actual as % of Budget
Measure AA Sales Tax Programs/Projects				
Measure A/AA Compliance Audit	20,000	18,000	2,000	90.00%
<u>Category 1 - Reduce Congestion</u>	<u>3,750,000</u>	<u>1,096,798</u>	<u>2,653,202</u>	<u>29.25%</u>
Category 1.1 - Completion of Marin-Sonoma Narrows				
MSN Phase 2 HOV Lane ROW/Utility Relocation & Design	1,200,000	63,387	1,136,613	5.28%
Category 1.2 - Match for Completion of 101/580 Direct Connector				
580/101 Direct Connector Project PID & PAED	1,300,000	456,606	843,394	35.12%
Category 1.3 - Enhance Interchanges	1,200,000	576,805	623,195	48.07%
Category 1.4 - Traffic Demand Management	50,000	-	50,000	0.00%
<u>Category 2 - Local Transportation Infrastructure</u>	<u>5,680,733</u>	<u>3,377,525</u>	<u>2,303,208</u>	<u>59.46%</u>
Category 2.1 - Local Roads	4,621,957	2,937,525	1,684,432	63.56%
Category 2.2 - Large Safe Pathways Capital Projects	800,000	400,000	400,000	50.00%
Category 2.3 - Sea Level Rise	50,000	-	50,000	0.00%
Category 2.4 - Innovative Technology	208,776	40,000	168,776	19.16%
<u>Category 3 - Safer Access to Schools</u>	<u>2,791,000</u>	<u>691,973</u>	<u>2,099,027</u>	<u>24.79%</u>
Category 3.1 - Safe Routes to Schools	501,000	-	501,000	0.00%
Category 3.2 - Crossing Guards	1,990,000	529,649	1,460,351	26.62%
Category 3.3 - Small Safe Pathways Capital Projects	300,000	162,323	137,677	54.11%
<u>Category 4 - Transit</u>	<u>13,902,730</u>	<u>1,031,410</u>	<u>12,871,320</u>	<u>7.42%</u>
Category 4.1 - Local Bus Transit Service	8,055,459	341,123	7,714,336	4.23%
Category 4.2 - Rural Bus Transit System	564,320	28,341	535,979	5.02%
Category 4.3 - Special Needs Transit Services	1,930,923	235,391	1,695,532	12.19%
Category 4.4 - School Transit Service	1,200,000	20,737	1,179,263	1.73%
Category 4.5 - Bus Transit Facilities	2,041,028	405,819	1,635,209	19.88%
Category 4.6 - Expand Access to Transit	111,000	-	111,000	0.00%
Subtotal, Measure AA Programs	26,144,463	6,215,706	19,928,757	23.77%
Measure B VRF Programs				
<u>Element 1 - Maintain Local Streets & Pathways</u>	<u>114,000</u>	<u>-</u>	<u>114,000</u>	<u>0.00%</u>
Element 1.2 - Bike/Ped Pathways	114,000	-	114,000	0.00%
<u>Element 2 - Seniors & Disabled Mobility</u>	<u>1,075,000</u>	<u>370,747</u>	<u>704,253</u>	<u>34.49%</u>
Element 2.1 - Mobility Management Programs	100,000	36,052	63,948	36.05%
Element 2.2 - Paratransit & Low Income Scholarships	235,000	50,356	184,644	21.43%
Element 2.3 - Paratransit Plus	600,000	262,153	337,847	43.69%
Element 2.4 - Volunteer Drive & Gap Grant	140,000	22,186	117,814	15.85%
<u>Element 3 - Reduce Congestion & Pollution</u>	<u>1,076,522</u>	<u>618,511</u>	<u>458,011</u>	<u>57.45%</u>
Element 3.1 - Safe Routes to School/Street Smart Program	175,000	175,000	-	100.00%
Element 3.2 - Commute Alternative Programs	413,000	144,382	268,618	34.96%
Element 3.3 - Alternative Fuel Vehicle Program	488,522	299,130	189,392	61.23%
Subtotal, Measure B Programs	2,265,522	989,258	1,276,264	43.67%

Item 6b - Attachment

Attachment I: FY2020-21 Budget to Actual Comparison as of 3/31/21

Budget Line Items	Annual Budget	Actual 3/31/21	\$ Difference	Actual as % of Budget
Interagency Agreements				
North-South Greenway (Southern Segment)- County Project Management	25,000	-	25,000	0.00%
North-South Greenway (Northern Segment) Cooperative Agreement with Caltrans for Construction	4,000,000	-	4,000,000	0.00%
HOV Gap Closure Offsite Landscaping Mitigation Funding Agreement - Caltrans	400,000	-	400,000	0.00%
Corte Madera - Tamal Vista Blvd Bike/Ped Improvements	526,000	526,000	-	100.00%
San Anselmo-Hub Reconfiguration Phase I Study	309,000	-	309,000	0.00%
Marin County Rush Creek Hydraulics Study	25,000	-	25,000	0.00%
San Rafael - Canal Neighborhood CBTP	75,000	-	75,000	0.00%
Caltrans - MSN Phase 2 HOV Lanes ROW and Construction Support	3,670,000	344,724	3,325,276	9.39%
Marin Transit Bus Facility Lease or Purchase Fund Contribution	1,100,000	-	1,100,000	0.00%
North-South Greenway (Northern Segment) Cooperative Agreement with City of Larkspur Design Oversight	50,000	-	50,000	0.00%
Marin County - Drake/Cole Improvement Project	68,000	-	68,000	0.00%
San Rafael - Canal Crosswalk Improvement Project	248,000	-	248,000	0.00%
Funding Agreement with County of Marin for Bellam Boulevard Construction and Construction Management	2,000,000	-	2,000,000	0.00%
Caltrans - 580/101 Direct Connector PID	150,000	-	150,000	0.00%
BATA - Class IV Bikeway on the I580 Sir Francis Drake Blvd Off Ramp	1,300,000	-	1,300,000	0.00%
Sausalito Gate 6 Intersection Modification Project	100,000	-	100,000	0.00%
Marin County - SFDB Signal Coordination Improvement - Note I	-	308,880	(308,880)	N/A
Subtotal, Interagency Agreements	14,046,000	1,179,604	12,866,396	8.40%
TFCA Programs/Projects Expenditures				
North/South Greenway Construction	283,637	-	283,637	0.00%
TFCA - Reimbursement of Various Capital Projects	1,010,000	799,350	210,650	79.14%
Subtotal, TFCA Programs/Projects	1,293,637	799,350	494,287	61.79%
Total Expenditures	57,962,432	18,766,420	39,196,012	32.38%
Net Change in Fund Balance	(14,804,144)	7,920,746		
Ending Fund Balance	28,499,288	51,224,178		

Note I - The budget amendment proposed is included as part of this quarter's report.

Attachment 2: Summary of FY2020-21 Budget Amendments as of 3/31/21

Budget Line Items	Annual Budget	Proposed Amendments	Revised Budget
Measure A/AA Sales Tax Revenue	24,750,000	2,750,000	27,500,000
Measure B VRF Revenue	2,420,000	(100,000)	2,320,000
Cities/Towns and County Contribution	500,000		500,000
Interest Revenue	731,967		731,967
MTC STP/CMAQ Planning Fund and OBAG Grants	969,646		969,646
MTC Regional Measure 2 Fund	4,276,767		4,276,767
Marin Transportation For Clean Air Funding	373,000		373,000
Regional TFCA Competitive Grant	283,637		283,637
State STIP PPM Fund	198,575		198,575
STIP/RTIP/ITIP Funds/SBI Local Partnership	1,480,697		1,480,697
Federal STP Fund	40,000		40,000
Caltrans Bus On Shoulder Grant	288,000		288,000
Realized Highway 101 ROW Excess Fund	4,196,000		4,196,000
Total Revenue Available	40,508,289	2,650,000	43,158,289
EXPENDITURES			
Administration			
Salaries & Benefits	2,587,655		2,587,655
Office Lease	265,000		265,000
Agencywide IT and Computer Equipment Upgrade	10,000		10,000
Equipment Purchase/Lease	10,000		10,000
Telephone/Internet/ Web Hosting Services	25,000		25,000
Office Supplies	31,000		31,000
Updates and Technical Support for TAM Website	21,000		21,000
Insurance	12,000		12,000
Financial Audit	20,000		20,000
Legal Services	45,000		45,000
Document/Video/Marketing Material Production	45,000		45,000
Memberships	17,500		17,500
Travel/Meetings/Conferences	31,500		31,500
Professional Development	5,000		5,000
Human Resources/Board Support	35,000		35,000
Information Technology Support	45,000		45,000
Annual Support & Upgrade of Financial System	10,000		10,000
Misc. Expenses	22,000		22,000
Subtotal, Administration	3,237,655	-	3,237,655

Attachment 2: Summary of FY2020-21 Budget Amendments as of 3/31/21

Budget Line Items	Annual Budget	Proposed Amendments	Revised Budget
Professional Services			-
Bellam Blvd 101 Off-ramp Improvements - Design & ROW	837,000		837,000
CMP Update/Traffic Monitoring	100,000		100,000
Travel Model Maintenance & Update	10,000		10,000
Traffic Monitoring and Reporting	25,000		25,000
Project Management Oversight	180,000		180,000
HOV Gap Closure Mitigation - Brookdale /Maintenance	5,500		5,500
State Legislative Assistance	42,000		42,000
Financial Advisor Services	20,000		20,000
North-South Greenway Gap Closure / PS&E & CM Services	325,000		325,000
Public Outreach Service Support	30,000		30,000
CMFC Onsite Re-Vegetation Mitigation Monitoring and Reporting	5,000		5,000
Bus On Shoulder Feasibility Study	288,000		288,000
Consulting Pool	10,000		10,000
Subtotal, Professional Services	1,877,500	-	1,877,500
Measure A Sales Tax Programs/Projects			
Bike/Ped Path Maintenance	60,000		60,000
<u>Strategy 1 - Transit</u>	<u>1,175,055</u>		<u>1,175,055</u>
<i>Substrategy 1.1 - Local Bus Transit Service</i>	<i>944,535</i>		<i>944,535</i>
<i>Substrategy 1.2 - Rural Bus Transit System</i>	<i>27,059</i>		<i>27,059</i>
<i>Substrategy 1.3 - Special Needs Transit Services</i>	<i>134,574</i>		<i>134,574</i>
<i>Substrategy 1.4 - Bus Transit Facilities</i>	<i>68,887</i>		<i>68,887</i>
<u>Strategy 3 - Local Transportation Infrastructure</u>	<u>6,250,600</u>	<u>1,500,000</u>	<u>7,750,600</u>
Substrategy 3.1 - Major Roads	6,000,000	1,500,000	7,500,000
<i>Substrategy 3.2 - Local Roads</i>	<i>250,600</i>		<i>250,600</i>
<u>Strategy 4 - Safer Access to Schools.</u>	<u>1,612,000</u>		<u>1,612,000</u>
<i>Substrategy 4.1 - Safe Routes to Schools</i>	<i>532,500</i>		<i>532,500</i>
<i>Substrategy 4.2 - Crossing Guards</i>	<i>79,500</i>		<i>79,500</i>
<i>Substrategy 4.3 - Safe Pathways to School</i>			-
<i>Safe Pathway Capital Projects</i>	<i>1,000,000</i>		<i>1,000,000</i>
Subtotal, Measure A Programs	9,097,655	1,500,000	10,597,655

Attachment 2: Summary of FY2020-21 Budget Amendments as of 3/31/21

Budget Line Items	Annual Budget	Proposed Amendments	Revised Budget
Measure AA Sales Tax Programs/Projects			
Measure A/AA Compliance Audit	20,000		20,000
<u>Category 1 - Reduce Congestion</u>	<u>3,750,000</u>		<u>3,750,000</u>
Category 1.1 - Completion of Marin-Sonoma Narrows			-
MSN Phase 2 HOV Lane ROW/Utility Relocation & Design	1,200,000		1,200,000
Category 1.2 - Match for Completion of 101/580 Direct Connector			-
580/101 Direct Connector Project PID & PAED	1,300,000		1,300,000
Category 1.3 - Enhance Interchanges	1,200,000		1,200,000
Category 1.4 - Traffic Demand Management	50,000		50,000
<u>Category 2 - Local Transportation Infrastructure</u>	<u>5,680,733</u>	-	<u>5,680,733</u>
Category 2.1 - Local Roads	4,621,957		4,621,957
Category 2.2 - Large Safe Pathways Capital Projects	800,000		800,000
Category 2.3 - Sea Level Rise	50,000		50,000
Category 2.4 - Innovative Technology	208,776		208,776
<u>Category 3 - Safer Access to Schools.</u>	<u>2,791,000</u>		<u>2,791,000</u>
Category 3.1 - Safe Routes to Schools	501,000		501,000
Category 3.2 - Crossing Guards	1,990,000		1,990,000
Category 3.3 - Small Safe Pathways Capital Projects	300,000		300,000
<u>Category 4 - Transit</u>	<u>13,902,730</u>		<u>13,902,730</u>
Category 4.1 - Local Bus Transit Service	8,055,459		8,055,459
Category 4.2 - Rural Bus Transit System	564,320		564,320
Category 4.3 - Special Needs Transit Services	1,930,923		1,930,923
Category 4.4 - School Transit Service	1,200,000		1,200,000
Category 4.5 - Bus Transit Facilities	2,041,028		2,041,028
Category 4.6 - Expand Access to Transit	111,000		111,000
Subtotal, Measure AA Programs	26,144,463	-	26,144,463
Measure B VRF Programs		-	-
<u>Element 1 - Maintain Local Streets & Pathways</u>	<u>114,000</u>		<u>114,000</u>
Element 1.2 - Bike/Ped Pathways	114,000		114,000
<u>Element 2 - Seniors & Disabled Mobility</u>	<u>1,075,000</u>		<u>1,075,000</u>
Element 2.1 - Mobility Management Programs	100,000		100,000
Element 2.2 - Paratransit & Low Income Scholarships	235,000		235,000
Element 2.3 - Paratransit Plus	600,000		600,000
Element 2.4 - Volunteer Drive & Gap Grant	140,000		140,000
<u>Element 3 - Reduce Congestion & Pollution</u>	<u>1,076,522</u>	-	<u>1,076,522</u>
Element 3.1 - Safe Routes to School/Street Smart Program	175,000		175,000
Element 3.2 - Commute Alternative Programs	413,000		413,000
Element 3.3 - Alternative Fuel Vehicle Program	488,522		488,522
Subtotal, Measure B Programs	2,265,522		2,265,522

Attachment 2: Summary of FY2020-21 Budget Amendments as of 3/31/21

Budget Line Items	Annual Budget	Proposed Amendments	Revised Budget
Interagency Agreements			
North-South Greenway (Southern Segment)- County Project Management	25,000		25,000
North-South Greenway (Northern Segment) Cooperative Agreement with Caltrans for Construction	4,000,000		4,000,000
HOV Gap Closure Offsite Landscaping Mitigation Funding Agreement - Caltrans	400,000		400,000
Corte Madera - Tamal Vista Blvd Bike/Ped Improvements	526,000		526,000
San Anselmo-Hub Reconfiguration Phase I Study	309,000		309,000
Marin County Rush Creek Hydraulics Study	25,000		25,000
San Rafael - Canal Neighborhood CBTP	75,000		75,000
Caltrans - MSN Phase 2 HOV Lanes ROW and Construction Support	3,670,000		3,670,000
Marin Transit Bus Facility Lease or Purchase Fund Contribution	1,100,000		1,100,000
North-South Greenway (Northern Segment) Cooperative Agreement with City of Larkspur Design Oversight	50,000		50,000
Marin County - Drake/Cole Improvement Project	68,000		68,000
San Rafael - Canal Crosswalk Improvement Project	248,000		248,000
Funding Agreement with County of Marin for Bellam Boulevard	2,000,000	(1,840,000)	160,000
Caltrans - 580/101 Direct Connector PID	150,000		150,000
BATA - Class IV Bikeway on the I580 Sir Francis Drake Blvd Off Ramp	1,300,000		1,300,000
Sausalito - Gate 6 Road Intersection Modification Project	100,000		100,000
Marin County - SFDB Signal Coordination Improvements		340,000	340,000
Subtotal, Interagency Agreements	14,046,000	(1,500,000)	12,546,000
TFCA Programs/Projects Expenditures			
North/South Greenway Construction	283,637		283,637
TFCA - Reimbursement of Various Capital Projects	1,010,000		1,010,000
Subtotal, TFCA Programs/Projects	1,293,637	-	1,293,637
Total Expenditures	57,962,432	-	57,962,432

Attachment 3: FY2020-21 Revenue and Expenditure Report as of 3/31/21 – Measure A

Budget Line	Interest	5% Reserve	1% Admin	4% Program	S - 1.1 Local Bus	S - 1.2 Rural Bus	S - 1.3 Para.	S - 1.4 Cap. Imp.
REVENUE								
FY2020 Accrual Balance	4,907,633	5,551,831	124,474	2,479	570,700	(5,222)	(15,669)	1,424,834
FY2021 Revenue	128,574	-	1,417	5,660	53,767	4,360	13,078	8,719
EXPENSES								
ADMINISTRATION								
Salaries & Benefits			(686)					
PROFESSIONAL SERVICES								
Bellam Blvd 101 Off-ramp Improvements - Design & R/W								
SFD Flyover Bike Path Barrier								
Project Management Oversight								
Bellam Blvd 101 Off-ramp Improvement - Design & ROW								
North-South Greenway Gap Closure / PS&E & Services								
MEASURE A SALES TAX PROGRAMS/PROJECTS								
Bike/Ped Path Maintenance								
Central Marin Ferry Connector - SMART Insurance Policy								
Strategy 1 - Transit		1,089,791			244,535			
Strategy 3 - Streets & Roads								
Strategy 4- Safe Routes								
INTERAGENCY AGREEMENTS								
Marin Transit Bus Facility Lease or Purchase Fund Contribution								
North-South Greenway (Northern Segment) Cooperative Agreement with City of Larkspur Design Oversight								
Marin County - Drake/Cole Improvement Project								
San Rafael - Canal Crosswalk Improvement Project								
Total Expenses	-	1,089,791	(686)	-	244,535	-	-	-
BALANCE	5,036,207	4,462,040	126,577	8,139	379,932	(862)	(2,591)	1,433,553

Attachment 3: FY2020-21 Revenue and Expenditure Report as of 3/31/21 – Measure A

Budget Line	S - 3.1 Major Roads	S - 3.2 Local Roads	S - 4.1 SR2S	S- 4.2 C. Guards	S - 4.3 Pathways	Total
REVENUE						
FY2020 Accrual Balance	9,784,898	354,617	470,997	-	605,827	23,777,398
FY2021 Revenue	19,253	19,253	4,796	6,102	5,086	270,065
EXPENSES						
ADMINISTRATION						
Salaries & Benefits						(686)
PROFESSIONAL SERVICES						-
Bellam Blvd 101 Off-ramp Improvements - Design & R/W						-
SFD Flyover Bike Path Barrier						-
Project Management Oversight						-
Bellam Blvd 101 Off-ramp Improvement - Design & ROW						-
North-South Greenway Gap Closure / PS&E & Services						-
MEASURE A SALES TAX PROGRAMS/PROJECTS						-
Bike/Ped Path Maintenance						-
Central Marin Ferry Connector - SMART Insurance Policy						-
Strategy 1 - Transit						1,334,326
Strategy 3 - Streets & Roads	5,106,270					5,106,270
Strategy 4- Safe Routes			434,636		44,679	479,315
INTERAGENCY AGREEMENTS						-
Marin Transit Bus Facility Lease or Purchase Fund Contribution						-
North-South Greenway (Northern Segment) Cooperative Agreement with City of Larkspur Design Oversight						-
Marin County - Drake/Cole Improvement Project						-
San Rafael - Canal Crosswalk Improvement Project						-
Total Expenses	5,106,270	-	434,636	-	44,679	6,919,225
BALANCE	4,697,881	373,870	41,157	6,102	566,234	17,128,239

Attachment 4: FY2020-21 Revenue and Expenditure Report as of 3/31/21 – Measure AA

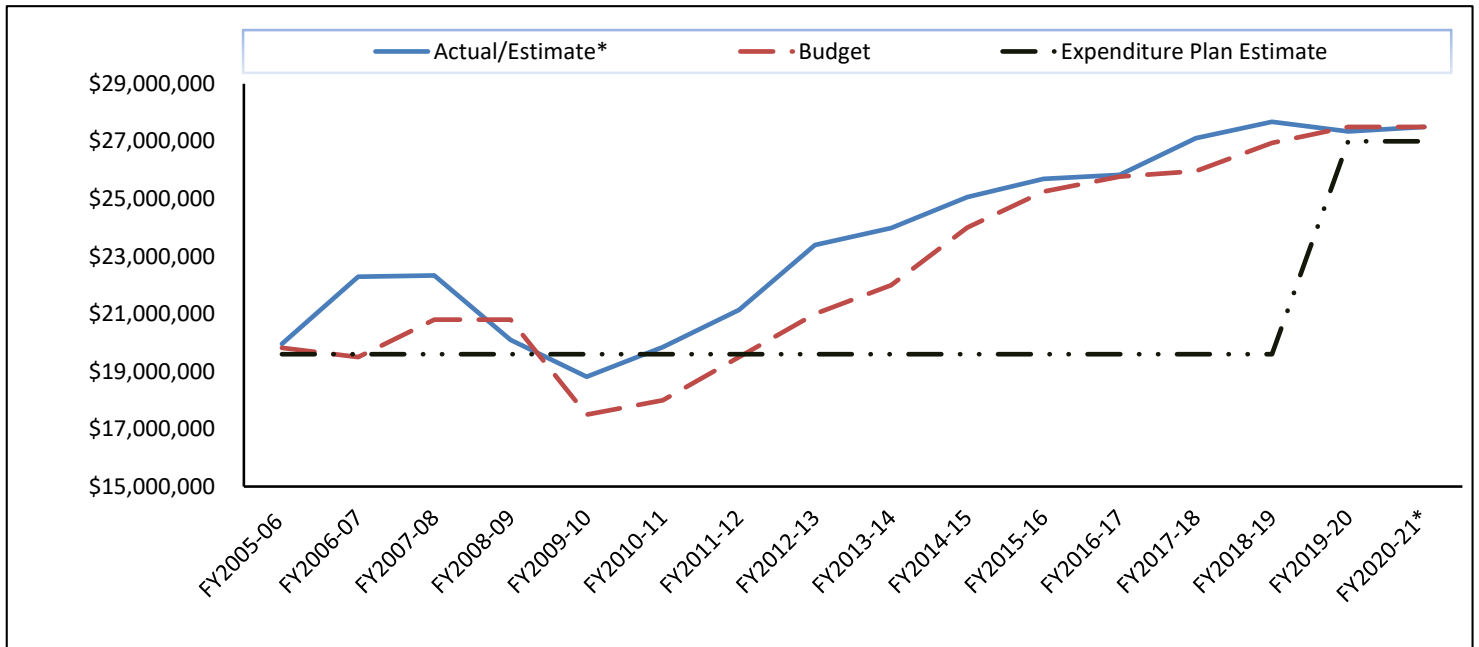
Budget Line	Interest	Major Road Set Aside	5% Reserve	1% Adm	4% PM	Category DM	Cat 1.1 MSN	Cat 1.2 101/580	Cat 1.3 Intrchngs	Cat 1.4 TDM	Cat 2.1 Local Roads	Cat 2.2 Large SP Projects	Cat 2.3 Sea Level Rise	Cat 2.4 Innovative Tech
REVENUE														
FY2020 Accrual Balance	609,032	2,378,450	1,692,213	338,441	563,118	-	(2,361,822)	(448,598)	689,856	123,844	4,620,640	701,293	271,367	135,683
FY2021 Revenue	108,896	1,370,831	-	172,756	691,008	393,750	200,610	267,480	401,219	66,868	3,248,405	442,964	147,654	73,826
EXPENSES														
ADMINISTRATION														
Salaries & Benefits		42,033		153,890	513,552	302,473								
Office Lease					163,999									
Agency IT Related Equip Upgrade					2,305									
Equipment Purchase/Lease					5,983									
Telephone/Internet/ Web Hosting Services					16,905									
Office Supplies					19,676									
Update/Improvement of TAM Website					16,688									
Insurance					11,235									
Financial Audit					20,500									
Legal Services					349	241		2,651						
Document/Video/Marketing Material Production					19,939									
Memberships					5,613									
Travel/Meetings/Conferences					907	40								
Professional Development					1,190									
Human Resources/Board Support					135									
Information Technology Support					36,120									
Annual Support & Upgrade of Financial System					4,942									
Misc. Expenses					42									
PROFESSIONAL SERVICES														
Bellam Blvd 101 Off-ramp Improvements - Design & R/W		67,299												
Project Management Oversight						4,026								
Financial Advisor/Sales Tax Audit Services					6,935									
MEASURE AA SALES TAX PROGRAMS/PROJECTS														
Measure A/AA Compliance Audits					18,000									
Category 1 - Reduce Congestion							63,387	456,606	576,805					
Category 2 - Local Transportation Infrastructure											2,937,525	400,000		40,000
Category 3 - Safer Access to Schools														
Category 4 - Transit														
INTERAGENCY AGREEMENTS														
Funding Agreement with County of Marin for Bellam Boulevard Construction and Construction Management														
Caltrans - 580/101 Direct Connector PID														
BATA - Class IV Bikeway on the I580 Sir Francis Drake Blvd Off Ramp														
Total Expenses	-	109,332	-	153,890	865,015	306,780	63,387	459,257	576,805	-	2,937,525	400,000	-	40,000
BALANCE	717,929	3,639,949	1,692,213	357,307	389,111	86,970	(2,224,598)	(640,375)	514,269	190,712	4,931,520	744,257	419,021	169,509

Attachment 4: FY2020-21 Revenue and Expenditure Report as of 3/31/21 – Measure AA

Budget Line	Cat 3.1 SR25	Cat 3.2 Crossing Guards	Cat 3.3 Small SP Projects	Cat 4.1 Local Transit	Cat 4.2 Rural Transit	Cat 4.3 Special Needs	Cat 4.4 School Transit	Cat 4.5 Transit Facilities	Cat 4.6 Transit Access	Total
REVENUE										
FY2020 Accrual Balance	906,590	1,085,379	135,074	1,970,910	(150,201)	330,793	193,371	1,088,333	(5,717)	14,868,050
FY2021 Revenue	482,038	964,076	137,725	4,928,408	448,037	1,418,783	746,728	597,383	74,673	17,384,118
EXPENSES										
ADMINISTRATION										
Salaries & Benefits										1,011,949
Office Lease										163,999
Agency IT Related Equip Upgrade										2,305
Equipment Purchase/Lease										5,983
Telephone/Internet/ Web Hosting Services										16,905
Office Supplies										19,676
Update/Improvement of TAM Website										16,688
Insurance										11,235
Financial Audit										20,500
Legal Services										3,241
Document/Video/Marketing Material Production										19,939
Memberships										5,613
Travel/Meetings/Conferences										947
Professional Development										1,190
Human Resources/Board Support										135
Information Technology Support										36,120
Annual Support & Upgrade of Financial System										4,942
Misc. Expenses										42
PROFESSIONAL SERVICES										-
Bellam Blvd 101 Off-ramp Improvements - Design & R/W										67,299
Project Management Oversight										4,026
Financial Advisor/Sales Tax Audit Services										6,935
MEASURE AA SALES TAX PROGRAMS/PROJECTS										-
Measure A/AA Compliance Audits										18,000
Category 1 - Reduce Congestion										1,096,798
Category 2 - Local Transportation Infrastructure										3,377,525
Category 3 - Safer Access to Schools		525,991	162,323							688,315
Category 4 - Transit				341,123	28,341	235,391	20,737	405,819		1,031,410
INTERAGENCY AGREEMENTS										-
Funding Agreement with County of Marin for Bellam Boulevard Construction and Construction Management										-
Caltrans - 580/101 Direct Connector PID										-
BATA - Class IV Bikeway on the I580 Sir Francis Drake Blvd Off Ramp										-
Total Expenses	-	525,991	162,323	341,123	28,341	235,391	20,737	405,819	-	7,631,716
BALANCE	1,388,628	1,523,463	110,476	6,558,195	269,495	1,514,186	919,362	1,279,897	68,956	24,620,452

Attachment 5.1: FY2020 and FY2021 Monthly Measure A/AA Sales Tax Disbursement Comparison*(Cash Disbursement from July to June)*

		FY2020	FY2021	\$ Difference	% Difference
Actuals	July	2,532,734	2,768,554	235,820	9.31%
	August	2,493,913	1,908,678	(585,235)	-23.47%
	September	2,376,037	2,556,883	180,845	7.61%
	October	2,731,580	2,905,271	173,691	6.36%
	November	2,188,080	2,232,327	44,247	2.02%
	December	2,308,328	2,412,080	103,753	4.49%
	January	2,489,707	2,564,715	75,008	3.01%
	February	3,288,187	2,640,825	(647,362)	-19.69%
	March	1,996,475	2,104,612	108,137	5.42%
Actual / Budget	April	1,790,370			
	May	1,456,266			
	June	2,025,878			
	July - March	<u>22,405,041</u>	<u>22,093,944</u>	<u>(311,097)</u>	<u>-1.39%</u>
	Annual Disbursement	<u>27,677,555</u>			
	FY2021 Annual Budget		<u>27,500,000</u>		

Attachment 5.2 Measure A/AA Sales Tax Actual Vs. Budget Comparison

Attachment 6: FY2020 and FY2021 Monthly Measure B VRF Disbursement Comparison*(Cash Disbursement from July to June)*

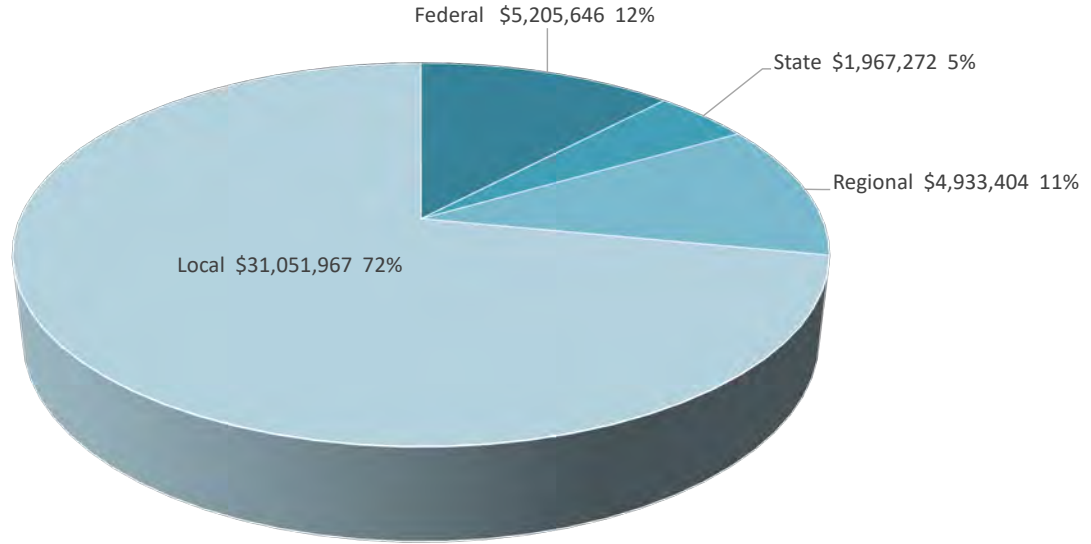
		FY2020	FY2021	\$ Difference	% Difference
Actual	July	191,900	184,044	(7,856)	-4.09%
	August	222,192	218,859	(3,333)	-1.50%
	September	210,893	219,067	8,174	3.88%
	October	208,020	209,707	1,687	0.81%
	November	203,257	200,462	(2,795)	-1.37%
	December	182,395	201,890	19,495	10.69%
	January	181,021	180,768	(253)	-0.14%
	February	196,522	202,794	6,272	3.19%
	March	207,703	185,749	(21,954)	-10.57%
Actual / Budget	April	194,920			
	May	175,691			
	June	163,967			
	July - March	<u>1,803,904</u>	<u>1,803,341</u>	<u>(563)</u>	<u>-0.03%</u>
	Annual Disbursement	<u>2,338,482</u>			
	FY2021 Annual Budget		<u>2,320,000</u>		

Attachment 7: CalTRUST Investment Monthly Interest Income by Fund
(July - March)

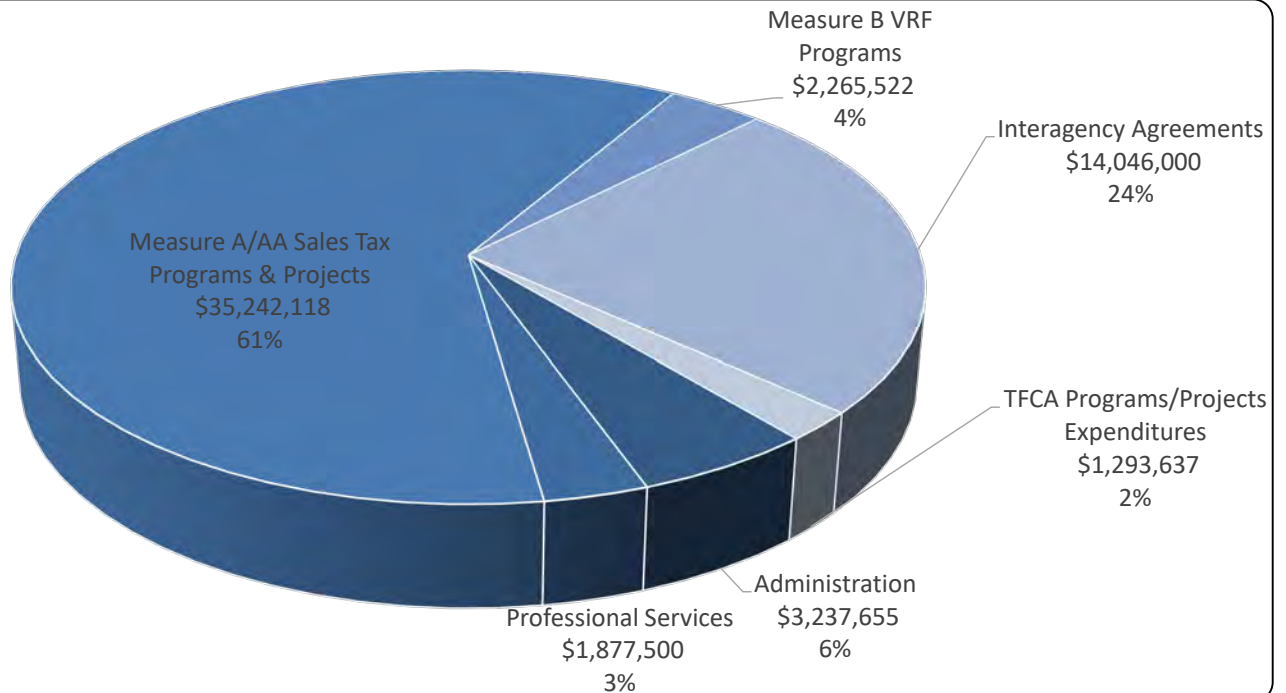
	Short Term	Medium Term	Liquidity*	Total
Initial Principal Investment	\$ 1,808,530	\$ 44,297,339	\$ -	\$ 46,105,869
Prior Reinvested Interest Revenue	\$ 92,250	\$ 3,327,611	\$ 1,598,216	\$ 5,018,077
FY2020-21 Monthly Interest Income				
<i>July-20</i>	\$ 1,454	\$ 48,370	\$ 320	\$ 50,144
<i>August-20</i>	\$ 1,219	\$ 47,067	\$ 129	\$ 48,414
<i>September-20</i>	\$ 1,077	\$ 42,741	\$ 6	\$ 43,823
<i>October-20</i>	\$ 1,115	\$ 39,183	\$ 6	\$ 40,304
<i>November-20</i>	\$ 852	\$ 30,011	\$ 7	\$ 30,870
<i>December-20</i>	\$ 817	\$ 27,640	\$ 8	\$ 28,465
<i>January-21</i>	\$ 619	\$ 24,383	\$ 9	\$ 25,012
<i>February-21</i>	\$ 533	\$ 21,545	\$ 5	\$ 22,083
<i>March-21</i>	\$ 486	\$ 22,305	\$ 10	\$ 22,801
<i>April-21</i>				\$ -
<i>May-21</i>				\$ -
<i>June-21</i>				\$ -
Total for the 3rd Quarter	\$ 8,172	\$ 303,246	\$ 499	\$ 311,917
Reinvestment of Interest to Liquidity	\$ (8,172)	\$ (303,246)	\$ 311,417	
Redemption			\$ (1,648,361)	\$ (1,648,361)
Unrealized Gain/(Loss) - 3/31/21	\$ (3,760)	\$ (184,951)	\$ -	\$ (188,711)
Market Value - 3/31/21	\$ 1,897,020	\$ 47,439,999	\$ 261,772	\$ 49,598,790

Note: Starting December 1, 2018, interests earned in the short-term and medium-term funds are reinvested in the liquidity fund for potential immediate agency cash needs with no principal risk.

Attachment 8.1: FY2020-21 Budget Revenue Overview by Funding Source



Attachment 8.2: FY2020-21 Budget Expenditure Overview by Category



Note: Administration category includes all TAM's staff costs at \$2.6 million, majority of which are for direct project and program management.

Attachment 9: Transportation Acronyms

Acronym	Full Term
ABAG	Association of Bay Area Governments
ADA	Americans with Disabilities Act
BAAQMD	Bay Area Air Quality Management District
BATA	Bay Area Toll Authority
BART	Bay Area Rapid Transit
BCDC	Bay Conservation and Development Commission
BPAC	Bicycle / Pedestrian Advisory Committee
BRT	Bus Rapid Transit
BTA	Bicycle Transportation Account
Caltrans	California Department of Transportation
CEQA	California Environmental Quality Act
CIP	Capital Investment Program
CMA	Congestion Management Agency
CMAQ	Congestion Mitigation and Air Quality
CMFC	Central Marin Ferry Connection
CMP	Congestion Management Program
CO-OP	Cooperative Agreement
CTC	California Transportation Commission
DPW	Department of Public Works
EIR	Environmental Impact Report
EV	Electric Vehicle
FASTER	Freedom, Affordability, Speed, Transparency, Equity, Reliability
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GGT	Golden Gate Transit
GGBHTD	Golden Gate Bridge Highway and Transportation District
HOT Lane	High Occupancy Toll Lane
HOV Lane	High Occupancy Vehicle Lane
ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
JARC	Job Access and Reverse Commute
LATIP	Local Area Transportation Improvement Program
LOS	Level of Service
MCBC	Marin County Bicycle Coalition
MPO	Metropolitan Planning Organization
MPWA	Marin Public Works Association
MT	Marin Transit
MTC	Metropolitan Transportation Commission

Attachment 9: Transportation Acronyms

Acronym	Full Term
MTS	Metropolitan Transportation System
Neg Dec	Negative Declaration
NEPA	National Environmental Policy Act
NOP	Notice of Preparation
NTPP	Non-motorized Transportation Pilot Program
OBAG	One Bay Area Grant
PAED	Project Approval and Environmental Document
PCA	Priority Conservation Area
PCI	Pavement Condition Index
PDA	Priority Development Area
PS&E	Plans, Specifications and Engineers Estimate
PSR	Project Study Report
RHNA	Regional Housing Needs Allocation
RM2	Regional Measure 2 (Bridge Toll)
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
SCS	Sustainable Communities Strategy
SLPP	State-Local Partnership Program
SMART	Sonoma Marin Area Rail Transit
SR	State Route
SR2S/SRTS	Safe Routes to Schools
STA	State Transit Assistance
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TCM	Transportation Control Measures
TCRP	Transportation Congestion Relief Program
TDA	Transportation Development Act
TDM	Transportation Demand Management
TFCA	Transportation Fund for Clean Air
TIP	Federal Transportation Improvement Program
TLC	Transportation for Livable Communities
TMP	Traffic Management Plan
TMS	Transportation Management System
TNC	Transportation Network Company
TOD	Transit-Oriented Development
TOS	Transportation Operations Systems
VMT	Vehicle Miles Traveled
VRF	Vehicle Registration Fee



DATE: April 22, 2021

TO: Transportation Authority of Marin Board of Commissioners

FROM: Anne Richman, Executive Director *Anne Richman*
David Chan, Programming and Legislation Manager

SUBJECT: Regional Measure 3 North Bay Transit Access Improvement Fund Apportionment Proposal (Action), Agenda Item No. 6c

RECOMMENDATION

The TAM Board adopts the proposal to apportion \$20 million in Regional Measure 3 (RM3) funds to each of the five eligible counties from the RM3 North Bay Transit Access Improvement Program.

On April 12, 2021, the Funding, Programs & Legislation (FP&L) Executive Committee reviewed the proposal to apportion \$20 million in RM3 funds to each of the five eligible counties from the RM3 North Bay Transit Access Improvement Program and recommended it to the TAM Board for adoption.

BACKGROUND

In June 2018, Bay Area voters approved RM3 to raise tolls on the region's state-owned toll bridges by \$1 beginning January 1, 2019. Tolls will rise by another \$1 in January 2022 with another \$1 increase in January 2025. Toll revenues, estimated at \$4.45 billion total, will be used to fund highway and transit improvements in the toll bridge corridors and their approach routes to address the Bay Area's congestion problems.

Four projects in Marin were included in the RM3 Expenditure Plan approved by the voters:

- U.S. 101 Marin-Sonoma Narrows (MSN) – \$120 million (Marin and Sonoma counties)
- Richmond-San Rafael Bridge Access (580) Improvements – \$210 million total, of which \$135 million is for improvements in Marin County
- State Route 37 Improvements – \$100 million (Marin, Sonoma, Napa, and Solano counties)
- San Rafael Transit Center – \$30 million

In addition, projects in Marin are also potentially eligible for funds under other programmatic categories such as the Bay Trail Program and the North Bay Transit Access Improvement Program. The Bay Trail Program is a regional competitive program. The North Bay Transit Access Improvement Program provides \$100 million for programming for five North Bay counties including Marin.

RM3 Pending Litigation

Since the passage of RM3, two lawsuits challenging RM3 were initiated. The tolls collected are being placed into an escrow account and are not being disbursed to projects. If the Bay Area Toll Authority (BATA) prevails in the litigation, the funds will be applied to RM3 approved projects. Should BATA ultimately lose the litigation, the funds will be reimbursed to toll-payers as much as possible.

DISCUSSION

The RM3 North Bay Transit Access Improvement Program provides funding for transit improvements, such as new transit vehicles, transit facilities and access to transit facilities, benefiting Contra Costa, Marin, Napa, Solano, and Sonoma Counties. The legislative description for this program reads:

(26) North Bay Transit Access Improvements. Provide funding for transit improvements, including, but not limited to, bus capital projects, including vehicles, transit facilities, and access to transit facilities, benefiting the Counties of Marin, Sonoma, Napa, Solano, and Contra Costa. Priority shall be given to projects that are fully funded, ready for construction, and serving rail transit or transit service that operates primarily on existing or fully funded high-occupancy vehicle lanes. The project sponsor is the Metropolitan Transportation Commission. Eligible applicants are any transit operator providing service in the Counties of Contra Costa, Marin, Napa, Solano, or Sonoma. One hundred million dollars (\$100,000,000).

Each of the five named counties are eligible to receive a portion of the \$100 million in RM3 funds from the North Bay Transit Access Improvement Program. MTC has yet to establish guidelines for the North Bay Transit Access Improvement Program and has not indicated how the funds would be distributed. MTC can conceivably allocate the funds on a competitive basis or use a formula distribution among the five counties. In the case of a formula distribution, different metrics could be factored into the formula, such as population, ridership, transit service hours, and so forth.

To remove uncertainty, County Transportation Agencies (CTAs) in the five eligible counties are supporting a proposal to apportion the \$100 million evenly, with \$20 million to each county. The proposal is being relayed to MTC as well.

The apportionment proposal provides predictability and certainty to each county and avoids the possibility of an inequitable distribution under a competitive model. Furthermore, where there are projects ready to advance and local funds are available to support the projects in the near term, while RM3 litigation is pending, the five CTAs recognize that there are benefits to accelerating project delivery through cost reduction and a favorable bidding environment.

Establishing funding apportionments is expected to provide some guarantee of reimbursements should MTC's arguments prevail in pending litigation; an approved Letter of No Prejudice (LONP) from MTC would be additionally needed for any projects wishing to advance with local funds and be reimbursed by MTC later. However, staff does not intend to submit an LONP for projects under this category presently. Staff is aware of one other county that is considering seeking LONP approval this Spring.

FISCAL IMPACTS

There are no immediate fiscal impacts to TAM with submitting an apportionment proposal request to MTC.

NEXT STEPS

Upon approval from the TAM Board and the other four CTAs' boards, staff will communicate to MTC on the CTAs' joint request for the appointment agreement. If approved by MTC, staff will consider the appropriate timing to solicit eligible projects for funding under this program, given the pending RM3 litigation, and will keep the Board informed of those activities.

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DATE: April 22, 2021

TO: Transportation Authority of Marin Board of Commissioners

FROM: Anne Richman, Executive Director *Anne Richman*
Li Zhang, Chief Financial Officer/Deputy Executive Director

SUBJECT: Appointments to the Citizens' Oversight Committee (Action), Agenda Item No. 6d

RECOMMENDATION:

The Board accepts the nominations and appoints the following members and alternate to a four-year term on the Citizens' Oversight Committee (COC).

- Member: Mr. Peter Pelham, Major Marin Employers
- Member: Mr. Paul Premo, Taxpayer Group
- Alternate: Mr. Kingston Cole, Taxpayer Group

BACKGROUND:

The COC oversees the ½-Cent Measure A/AA Half-cent Transportation Sales Tax and the Measure B \$10 Vehicle Registration Fee revenue and expenditure activities. As an independently functioning group, the COC assures that the voter approved Measure A/AA Sales Tax and Measure B VRF Expenditure Plans are carried out accordingly. The COC is composed of 12 members and 12 alternates who are private citizens residing in Marin County and collectively represent diverse interests of Marin County. All COC members should have no economic interest in TAM's projects. Over the years, due, in part, to the dedication and strong support of the members, the COC has become an indispensable part of TAM.

Each organization and planning area represented on the COC (ss shown in the *TAM Citizens' Oversight Committee Membership Table* below) shall nominate its representative, with final appointment by the TAM Board. The TAM Board shall retain discretion to rescind any Committee appointment(s) as deemed necessary. Members of the COC shall be appointed to their full terms, subject to eligibility provisions. COC members and alternates shall be appointed for a term of four years. To maintain stability of the COC, half of the seats initially started with a 2-year term at the commencement of the committee to provide for staggered terms.

DISCUSSION/ANALYSIS:

Based on the staggered terms of the seats, 6 out of the 12 positions on the COC are set to expire on May 31, 2021. Staff reached out to all current members/alternates to re-apply or to recommend suitable

candidates to serve on the COC. An application is also posted on the TAM website for all interested parties to apply as part of an ongoing effort to continue to fill out the remaining vacant positions. Staff is happy to report that most of the current members have decided to continue their service on the committee and have either submitted their application or are working on it. As of now, staff has both the applications and the nominations required for the seats highlighted in the *TAM Citizens' Oversight Committee Membership* Table and recommends that the TAM Board re-appoint the following Marin citizens to the COC for their respective positions.

TAM Citizens' Oversight Committee Membership

Representing Area/Organization	Member/Candidate	Term Expiration
Northern Marin Planning Area	<i>Member – Charley Vogt</i>	<i>May 31, 2021</i>
	<i>Alternate – Veda Florez</i>	
Central Marin Planning Area	<i>Member - Joy Dahlgren</i>	<i>May 31, 2021</i>
	<i>Alternate – Jeffrey Olson</i>	
Ross Valley Planning Area	Member – Paul Royce	May 31, 2023
	Alternate – Vacant	
Southern Marin Planning Area	Member - Vacant	May 31, 2023
	Alternate – Vacant	
West Marin Planning Area	Member – Scott Tye	May 31, 2023
	Alternate – Vacant	
Marin County Paratransit Coordinating Council	Member - Allan Bortel	May 31, 2023
	Alternate – Vacant	
Bicyclist and Pedestrian Groups	Member – Vince O'Brien	May 31, 2023
	Alternate – Vacant	
Environmental Organizations	Member – Kate Powers	May 31, 2021
	Alternate – Nancy Okada	
School Districts	Member – Zack Macdonald	May 31, 2021
	<i>Alternate – Vacant</i>	
Major Marin Employers	<i>Member – Peter Pelham</i>	<i>May 31, 2021</i>
	<i>Alternate – Vacant</i>	
Taxpayer Group	<i>Member – Paul Premo</i>	<i>May 31, 2021</i>
	<i>Alternate – Kingston Cole</i>	
League of Women Voters	Member – Kevin Hagerty	May 31, 2023
	Alternate – Kay Noguchi	

Mr. Peter Pelham, Member of Major Marin Employers: Mr. Pelham has been a Marin resident and banker for more than 40 years. A graduate of Manchester University in Manchester, England, Mr. Pelham first moved to the North Bay in 1977 and had a very successful 25-year career with Bank of Marin (BOM), of which 12 years was in executive management. Mr. Pelham retired from BOM in April 2020 but remained active and is engaged with ongoing workforce issues. Mr. Pelham is also serving as the Vice-Chairperson on the Novato Economic Development Commission.

Mr. Pelham first applied and was appointed to the COC in 2013, renewed his term and was reappointed in 2017 as the Member for Major Marin Employers. Mr. Pelham was elected as the Vice-Chairperson of the COC in 2016 and has been the Chairperson since 2018. Staff received a nomination from Mr. Coy Smith, Chief Executive Officer of the Novato Chamber of Commerce for Mr. Pelham. Mr. Smith also shared his strong appreciation from the business community for Mr. Pelham's many years of service on the COC.

Staff appreciates Mr. Pelham's dedication to the COC and willingness to stay and continue leading the group.

Mr. Paul Premo, Member of Taxpayer Group: Mr. Premo and his family first moved to Mill Valley in 1965 after he received his master's degree in Chemical Engineering from MIT and began a very successful 27-year career at Chevron Research. Mr. Premo has extensive knowledge and experience not only in engineering, but also in financial management and strategic planning assignments as the Corporate Secretary and Treasurer of Chevron USA. Mr. Premo served as Foreperson Pro-Tem on the County's Civil Grand Jury for the 2012-13 term. He gained invaluable insight on civic matters and applied the experience he gained from serving on the Grand Jury by participating in several activist groups in Marin, particularly on behalf of taxpayers "who pay the bills for government."

Mr. Premo applied and was first appointed to the COC in 2013 and then re-appointed in 2017 as the Member of Taxpayer Group. Mr. Premo currently serve as Director on the Board of the Coalition of Sensible Taxpayers (CO\$T). The Board of Directors of CO\$T nominated and strongly recommended the re-appointment of Mr. Premo to the COC as the Taxpayer Group representative. Staff appreciates Mr. Premo's dedication to the COC and willingness to stay and continue monitoring the spending of taxpayer funds under both Measures A/AA and Measure B and providing input on TAM's budget and financial planning process.

Mr. Kingston Cole, Alternate of Taxpayer Group: Mr. Cole has lived in Marin for over 40 years and has more than 30 years of valuable knowledge and experience working with many transportation and transit agencies across the country as a telecom consultant with his own firm: Kingston Cole & Associates. He is a graduate of Georgetown University School of Foreign Service and Creighton School of Law and worked in the civil rights movement in the 1970's. Mr. Cole is past trustee of National Maritime Association and current president of his neighborhood association.

Mr. Cole applied and was first appointed to the COC in 2019 as the Alternate of Taxpayer Group. Mr. Cole currently serve as a Director on the Board of CO\$T as well. The Board of Directors of CO\$T nominated and strongly recommended the re-appointment of Mr. Cole to the COC as the Alternate for the Taxpayer Group representative to ensure that the taxpayer representative role would be filled regardless of any scheduling conflicts that may arise for Mr. Premo. Mr. Cole has been a great addition to the COC and staff appreciates his willingness to stay and continue providing valuable input on various transportation issues.

FISCAL CONSIDERATION:

Not Applicable.

NEXT STEPS:

Staff will continue to actively solicit nominations and applications to fill the remaining expiring and vacant positions. More appointments to the COC will be brought to the TAM Board for approval at the May 27, 2021 meeting.

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DATE: April 22, 2021

TO: Transportation Authority of Marin Board of Commissioners

FROM: Anne Richman, Executive Director *Anne Richman*
Li Zhang, Chief Financial Officer/Deputy Executive Director

SUBJECT: Authorize Execution of Sublease and Service Agreements with Marin General Services Authority (Action), Agenda Item No. 6e

RECOMMENDATION:

The Board authorizes the Executive Director to execute the following documents related to the sublease and service agreements with the Marin General Services Authority (MGSA) and Mr. Manfred Angstenberger and Mrs. Sheila Angstenberger, landlords of TAM's current office location on 900 Fifth Ave:

- Sublease between TAM and MGSA
- MGSA and TAM Space and Services Agreement

BACKGROUND:

After an extensive search effort guided by principles approved by the TAM Board and support from an Office Relocation Ad-Hoc Sub-Committee in 2015, TAM entered into a 5-year lease agreement with the landlords of 900 Fifth Ave. Suite 100 as of November 1, 2015. In June 2020, 5 months prior to the expiration of the original 5-year lease agreement, after exploring other office locations and taking consideration of the time and cost required for an office move along with the challenges associated with COVID-19, the TAM Board authorized the Executive Director to enter a 5-year lease amendment (extension) with the current landlords. With extensive market research, staff was also able to negotiate a significant reduction to the rent at the time and estimated savings over the 5-year lease term is \$214,000, compared to the renewal terms offered in the original lease.

DISCUSSION/ANALYSIS:

The space at 900 Fifth Ave offers a total of 7,621 square feet, with a large conference room which was designed and built with the option to rent for a fee, along with a couple extra offices that could be subleased to help reduce the rent cost if necessary and/or with the right sub-tenant. Over the years, TAM offered the large conference for use, free of charge, to Marin Transit, MGSA and other partner agencies.

Early this year, Michael Frank, Executive Director of MGSA, approached TAM staff with a proposal to rent one office for MGSA's limited office space needs. Mr. Frank also inquired about the possibility of contracting

with TAM to provide limited clerical support for MGSA, including mail receipt, scanning, and handling, and board meeting agenda posting.

Staff has been in discussion with Mr. Frank and reached mutual agreement for the use of one dedicated office at 900 Fifth Ave, limited access to some storage space, as well as access to the big conference room when not in conflict with TAM's meeting needs for a fixed fee of \$400 per month. MGSA also agreed to pay \$600 per month for the limited clerical support needed.

Staff has also reached out to the landlord and received consent on the sublease agreement. The landlord's attorney has drafted the sublease between TAM and MGSA and the Master Landlord's Consent to Sublease for all parties' review and execution.

TAM and MGSA staff have also completed a draft MGSA and TAM Space and Services Agreement to formalize the space and clerical support offered by TAM to MGSA and the agreed fee schedule. MGSA has requested the clerical support to start on May 1, 2021, and access to the office space on June 1, 2021.

FISCAL CONSIDERATION:

TAM will collect a monthly fee of \$1,000 from MGSA for the space and clerical support offered. The rent cost will be indexed to the rent increase schedule in the master lease and the clerical support cost will be tied to actual salary and benefit increases approved by the Board. The clerical support offered is expected to be absorbed within the current staff cost. All fee collected from MGSA will be used to offset TAM's costs under the Office Lease and Salary and Benefits budget lines.

NEXT STEPS:

After the approval of the Board, staff will work the landlord and MGSA to finalize and execute the Sublease between TAM and MGSA, including the Master Landlord's Consent to Sublease, and the MGSA and TAM Space and Services Agreement.

ATTACHMENTS:

None



DATE: April 22, 2021

TO: Transportation Authority of Marin Board of Commissioners

FROM: Anne Richman, Executive Director *Anne Richman*
Bill Whitney, Principal Project Delivery Manager

SUBJECT: San Rafael Transportation Center Relocation Update (Discussion), Agenda Item No. 7

RECOMMENDATION

Discussion item only, no action needed. Staff from the Golden Gate Bridge, Highway and Transportation District (GGBHTD) will provide a project update on the San Rafael Transportation Center (SRTC) relocation and hear any comments/input the Board may have to offer.

BACKGROUND

The SRTC, also known as the Bettini Transportation Center, is owned and operated by GGBHTD. The facility was opened in 1992 and has operated as the major transit hub in Marin County providing high quality bus transit service to the residents of Marin and beyond.

When the Sonoma Marin Area Rail Transit District (SMART) extended its passenger rail service south from the San Rafael Station to the Larkspur Station, the rail line impacted the operational capacity of the facility and passenger movements. The significant reduction of the facility's effectiveness to provide transit service made the relocation of the current SRTC necessary.

DISCUSSION

The District initiated an effort to investigate alternative locations in the City of San Rafael that could provide an improved level of service for transit users. Several locations are under consideration and will be summarized in the presentation.

TAM has been involved in the planning process for several years, by participating in various partnership groups to develop and consider alternatives, and by providing financial support for preliminary engineering and environmental clearance in the amount of \$1.25 million. Additionally, Regional Measure 3 (RM3) provides \$30 million for the SRTC relocation project, with GGBHTD as the project sponsor. According to RM3, "The selected alternative shall be approved by the City of San Rafael, the Golden Gate Bridge, Highway and Transportation District, the Transportation Authority of Marin, and Marin Transit." The statute does not specify the form or timing of the approval and TAM staff will be working with partners to define this. RM3 is still held up in litigation at this time.

FISCAL IMPACTS

Not applicable at this time.

NEXT STEPS

The District is currently preparing a Draft Environmental Impact Report (DEIR) and will release it for public comment in the coming months. The DEIR is expected to recommend a preferred alternative for the SRTC relocation. Following the comment period, GGBHTD would then finalize the EIR, and pursue further project development activities such as project design, permitting, funding etc.

ATTACHMENTS

Attachment A: Presentation from the Golden Gate Bridge Highway and Transportation District



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Relocation Analysis, Environmental Clearance, and Preliminary Design

Transportation Authority of Marin Board of Commissioners
April 22, 2021



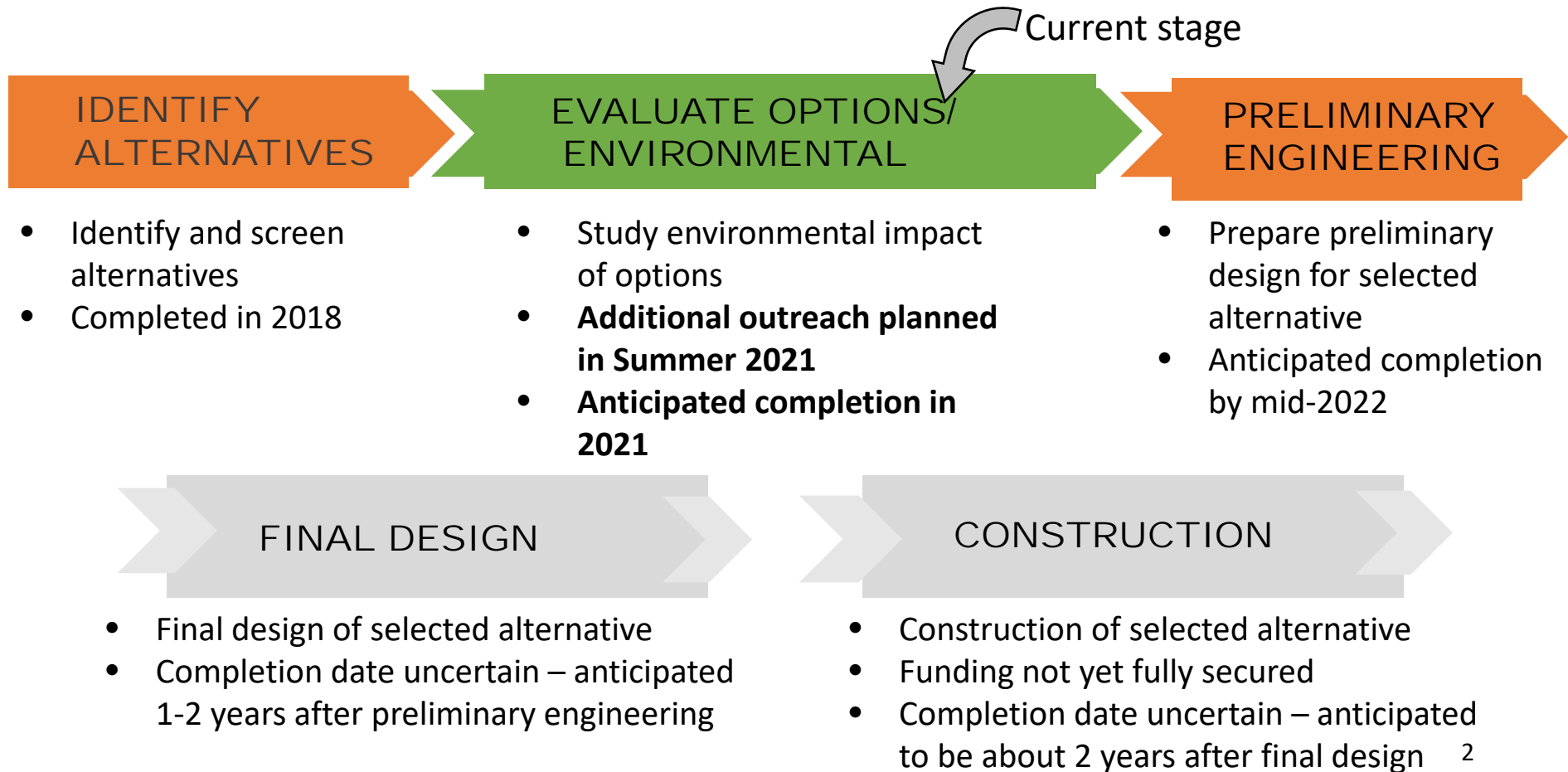
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Relocation Analysis, Environmental Clearance, and Preliminary Design



Timeline to Project Opening: anticipated 4-7 years from now

2



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Process for Selection of a Preferred Alternative

We are here





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Desired Elements of the Proposed Transit Center

- 17 bus bays
 - Same capacity as current transit center, fully utilized at peak times (even during pandemic)
- Existing SMART Station
- Security
- Clipper machines
- Covered waiting areas and passenger seating
- Bike parking
- Green (LEED) treatments
- Wayfinding
- Customer service and transit information
- Lighting
- Landscaping and public spaces
- Ancillary retail space
- Maintenance parking
- Pick-up/Drop-off space
- Taxi/TNC and shuttle space
- Driver relief facilities
- Public restrooms
- Consideration for Consideration for Crime Prevention Through Environmental Design (CPTED) strategies



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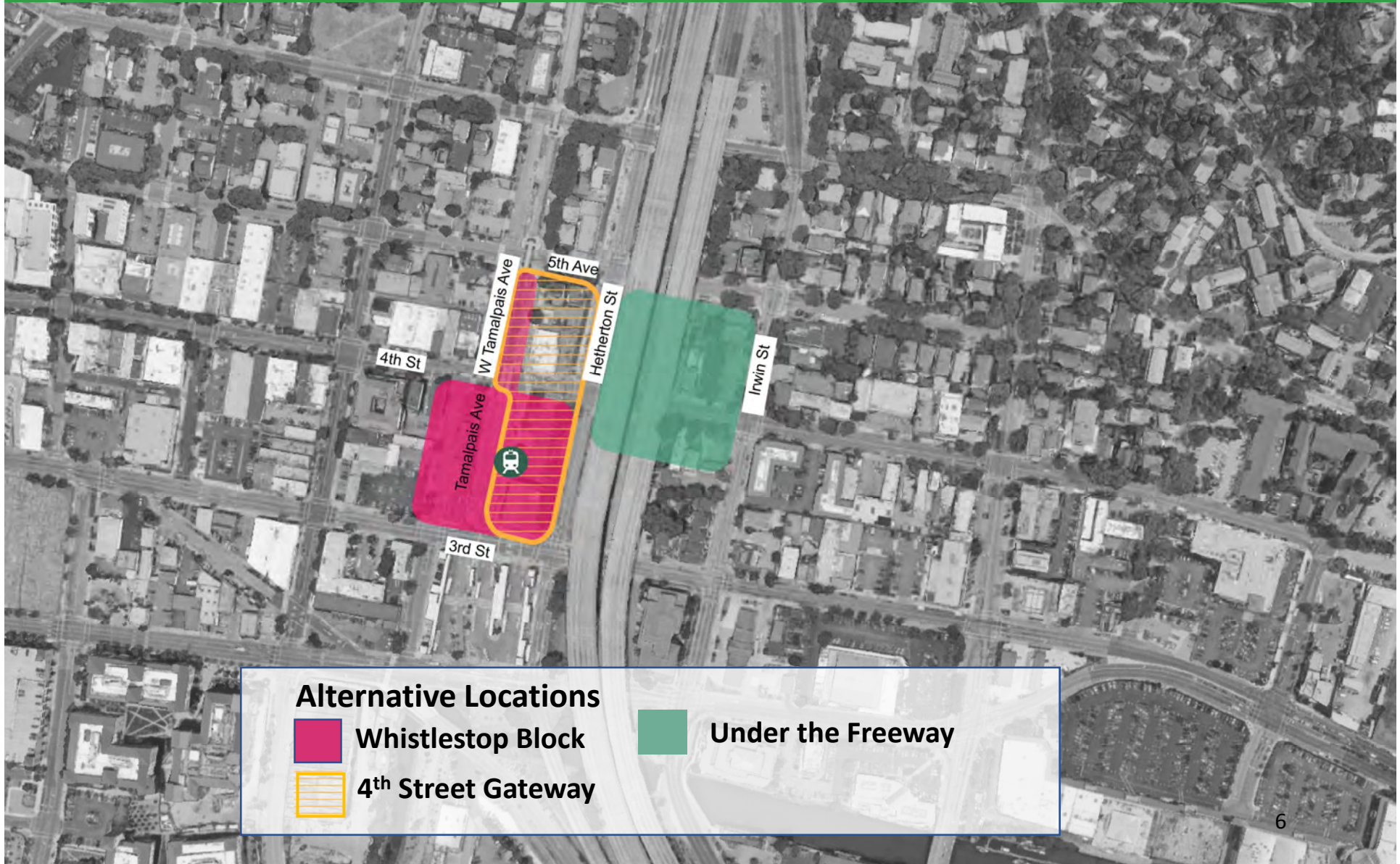
All Build Alternatives Provide ...

- Improved accessibility for bus routes, reducing the amount of circulation on local streets necessary for buses to access their bays, benefiting traffic and making transit more efficient and reliable
- Operational flexibility to allow for future potential expansion of transit service and schedules
- Shift of buses from busy 2nd/3rd Streets, improving traffic flow
- New transit center facilities, including enlarged customer service, new shelters, integration of technology, green treatments (LEED), improved waiting areas
- Flexible curb for microtransit, shuttles, TNCs, taxis, pick-up/drop-off



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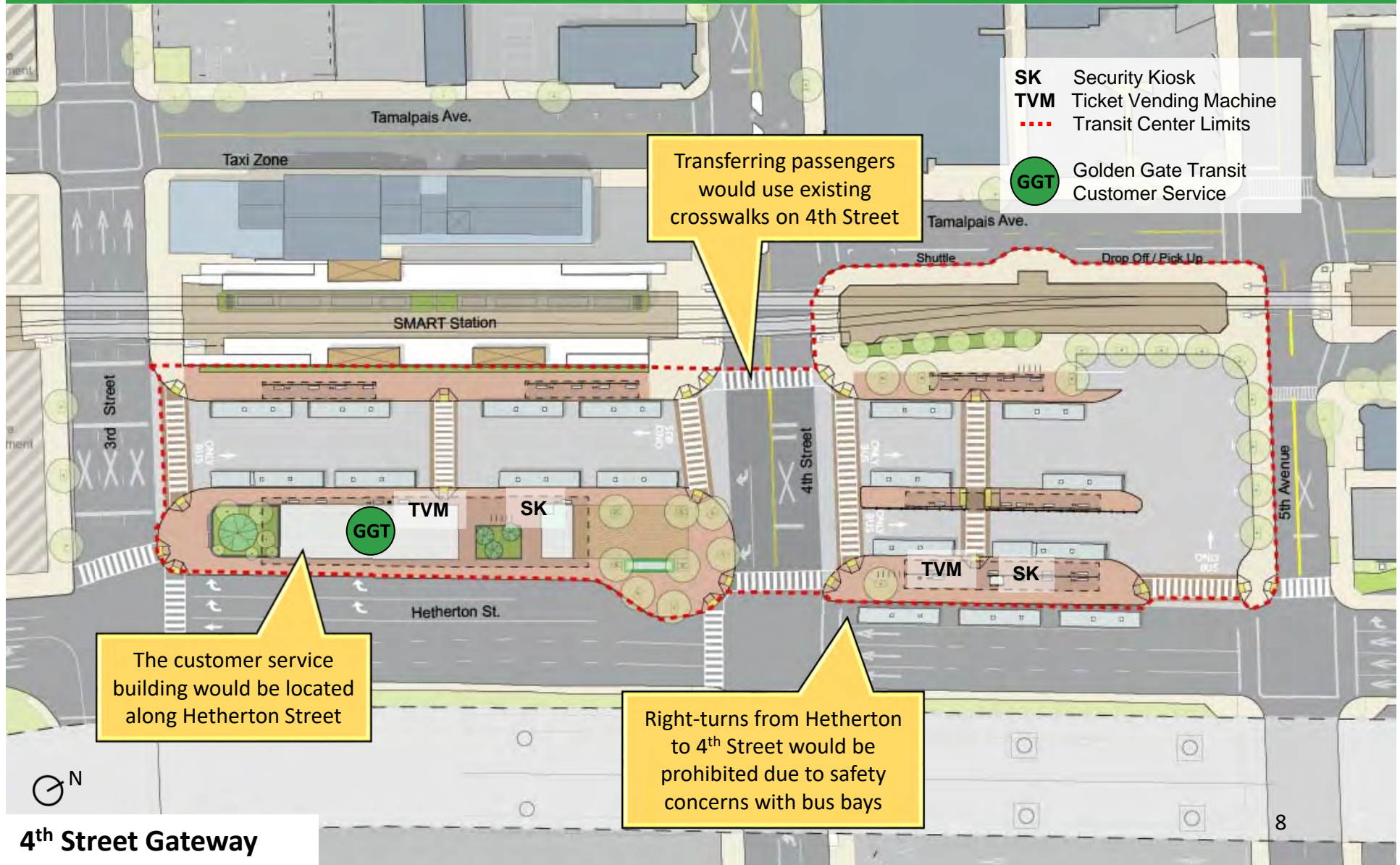


4th Street Gateway Alternative



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Passenger Experience

- Provides convenient access to downtown San Rafael for transit users
- Some people transferring between buses would have to cross 4th Street
- Convenient connection to SMART
- Creates a better sense of place with public plaza, aesthetic treatments, and clear lines of sight



4th Street Gateway



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Summary of Effects

- Transit travel time may increase in future relative to no-build due to congestion
- May make sidewalks on 4th Street less comfortable due to additional driveways
- Opportunities for plazas and other public spaces along 4th Street
- Potentially historic resources impacted
- Estimated total cost of construction, property acquisition, and relocation (2023 dollars): **\$40M-\$55M**



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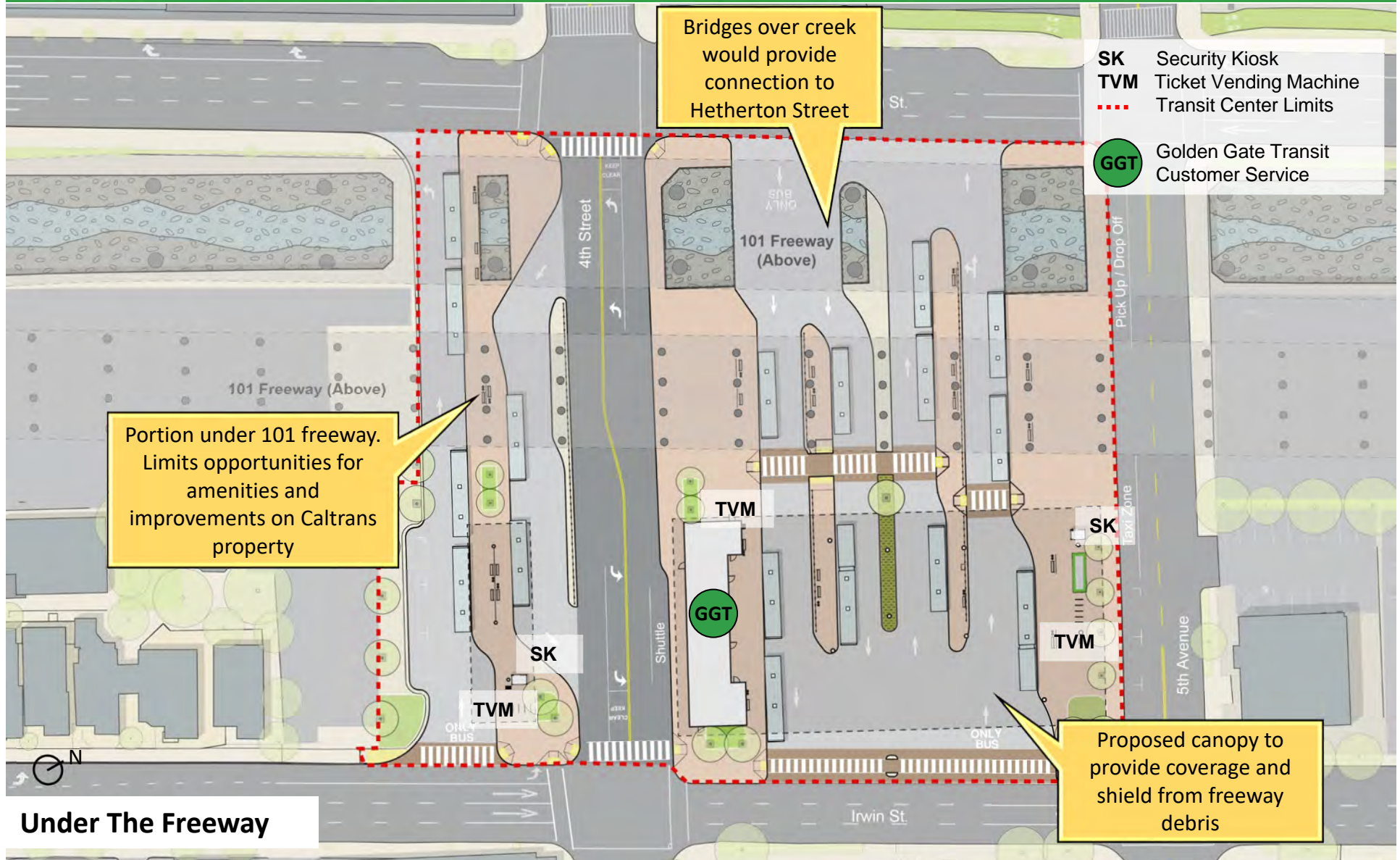


Under the Freeway Alternative



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Relocation Analysis, Environmental Clearance, and Preliminary Design



Under The Freeway



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Passenger Experience

- Visibility and sight lines would be partially blocked by freeway support columns; visibility is key for creating a safe and welcoming environment for passengers.
- The portions of the transit center under the freeway will not be allowed to have any permanent structures, such as bus shelters, due to Caltrans policy
- All passengers going to or from SMART would have to cross Hetherton Street and many would also have to cross 4th Street
- Some people transferring between buses would have to cross 4th Street



Under The Freeway





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Summary of Effects

- Moderate to significant benefits for transit travel time and reliability
- The space underneath the freeway is currently used as a Caltrans Park-and-Ride lot; at least 72 spaces would be impacted and would be required to be replaced 1-for-1 by Caltrans
- GGT limited to a ground lease of the property and will not be able to acquire ownership of the Caltrans portion. Caltrans will retain the right to evict Golden Gate Transit without compensation if repairs are necessary to US 101
- Potentially historic resources impacted
- Environmental impacts to Irwin Creek and additional permits required
- Estimated cost of construction, property acquisition, mitigation, and relocation (2023 dollars): **\$60M-\$85M**



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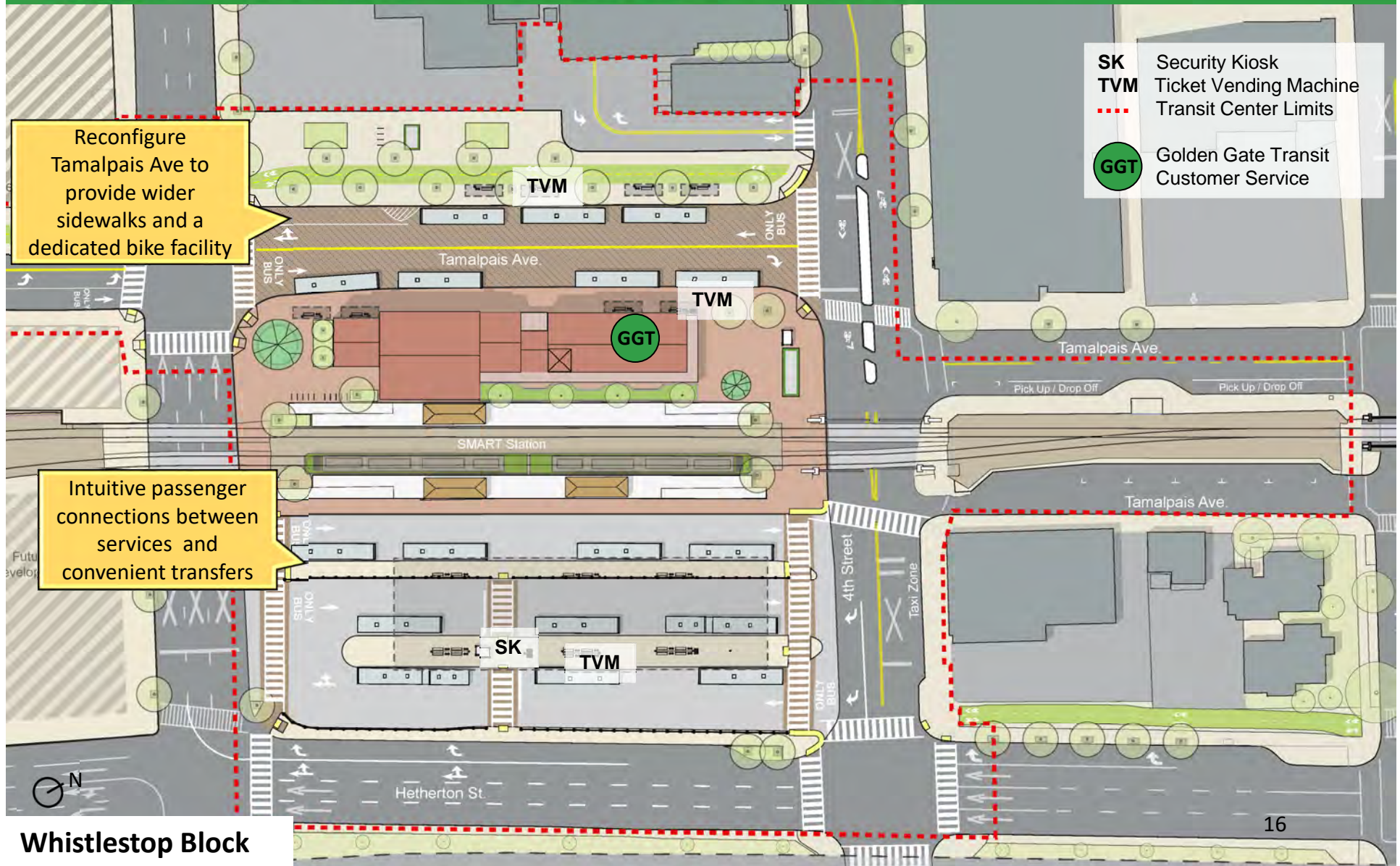


Whistlestop Block Alternative (and Relocate Whistlestop Variant)



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Whistlestop Block



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Passenger Experience

- Does not require passengers to cross any auto streets for either transfers between buses or transfers between buses and SMART
- Creates a cohesive transit identity and simplifies wayfinding for transit users
- Creates a better sense of place with public plaza, aesthetic treatments, and clear lines of sight
- Effects on visibility across the site depend on the location of the portion Whistlestop Building that would be retained



Whistlestop Block



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Summary of Effects

- Most significant benefits to transit travel time and reliability
- Constructs a connection between the Puerto Suello and the Mahon Creek paths
- Impacts the fewest number of active businesses of the Build alternatives
- New driveways for buses along the south side of 4th Street between Hetherton Street and the SMART tracks
- Implements a key component of the Station Area Plan – public plaza north of the Whistlestop Building along 4th Street
- Estimated cost of construction, property acquisition, and relocation (2023 dollars): **\$40M-\$55M**



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Relocate Whistlestop Variant

- Sub-alternative to the Whistlestop Block Alternative has the same configuration east of the SMART tracks, but flips the location of the Whistlestop building and Tamalpais Avenue west of the tracks

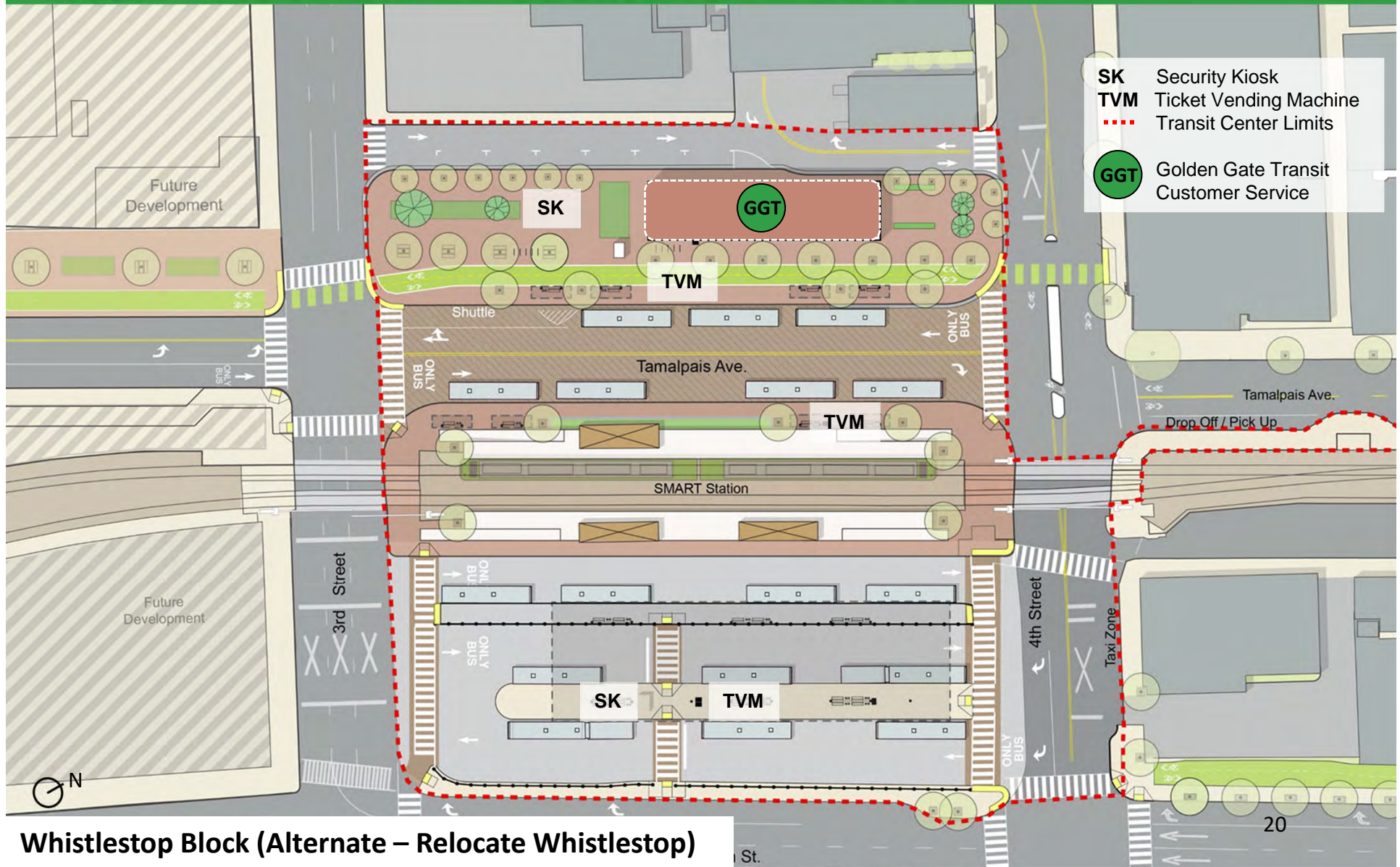


Whistlestop Block (Alternate – Relocate Whistlestop)



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Relocate Whistlestop Variant Considerations

- Better aligns Tamalpais Avenue between 2nd and 4th Streets with segments to the north and south, creating a more direct north-south bicycle and pedestrian route and improving the view corridor
- Removes the visual barrier of the Whistlestop building in order to improve line-of-sight and more directly locates bus bays and rail platforms together
- Allows the relocated Whistlestop Building to serve as a visual transition from the transportation uses west of 101 to the downtown core of San Rafael.
- Same project footprint
- Estimated cost of construction, property acquisition, and relocation (2023 dollars): **\$40M-\$60M**



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Summary of Key Considerations

- Capital Cost
 - 4th Street Gateway: **\$40M - \$55M**
 - Under the Freeway: **\$60M - \$85M**
 - Whistlestop Block: **\$40M - \$55M**
 - Relocate Whistlestop: **\$40M - \$60M**
- Relationship to Existing Uses
 - 4th Street Gateway: approx. 8 existing businesses
 - Under the Freeway: approx. 4 existing businesses plus Caltrans park-and-ride impacts, requiring replacement
 - Whistlestop Block: approx. 2 existing businesses (excluding Whistlestop)
- Environmental Considerations
 - 4th Street Gateway: Impact to potential historical resources
 - Under the Freeway: Irwin Creek Impacts, waterway & habitat, potential historical resource on Irwin Street



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Recent Outreach Activities



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Community Outreach Process

- Five phases of public engagement
 1. Listening (March 2018 Open House & Survey)
 2. Input on Specific Concepts (June 2018 Open House, Canal Outreach, Survey)
 3. Scoping for Environmental Analysis (October 2018 Meeting)
 4. **Project Update/Review of Alternatives (November 2020)**
 5. Review Findings of Environmental Analysis (anticipated Summer 2021)



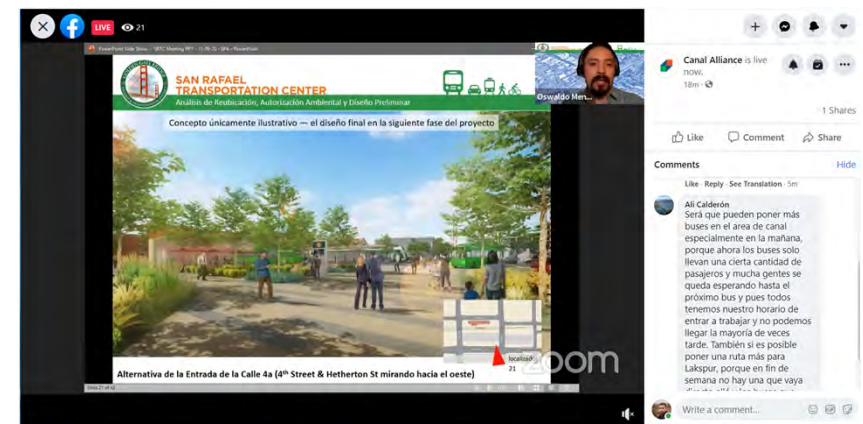
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Recent Public Outreach Activities

- Partnership with the Canal Alliance
 - Hosted a Facebook Live event in Spanish on Nov 9 (4,800 views)
 - Conducted 32 hours of bi-lingual outreach activities at the Transit Center and Food Pantry
- Community Meeting via Zoom
 - 50 attendees plus over 120 additional online views





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Recent Public Outreach Activities (cont.)

- Outreach to businesses through San Rafael Chamber of Commerce and San Rafael Business Improvement District
- Over 100 email notifications to community, neighborhood and business organizations
- Presentations to:
 - San Rafael High School SELAC (School English Learner Advisory Committee) to 110+ families
 - San Rafael Heritage
 - San Rafael Chamber of Commerce
 - League of Women Voters
 - GGT Bus Passenger Advisory Committee
- Over 1,000 online surveys received in English and Spanish

DO YOU USE THE SAN RAFAEL TRANSIT CENTER?

WE WANT TO HEAR FROM YOU!

We have been working with the community to develop a new San Rafael Transit Center in downtown San Rafael that is safer, more accessible and provides better transit connections for riders.

Learn more about the project at goldengate.org/SRTC

Take our survey and enter to win a \$25 Clipper card!

Attend our community meeting on **Thursday, Nov 19 at 5:30 PM**. Details on our website

http://SRTC_Survey

¿USA USTED EL CENTRO DE TRANSPORTE DE SAN RAFAEL?

¡QUEREMOS SU OPINIÓN!

Estuvimos trabajando con la comunidad para desarrollar un nuevo Centro de Transporte de San Rafael en el centro de San Rafael que sea más seguro, más accesible y que ofrezca mejores conexiones de transporte para los pasajeros.

Obtenga más información sobre el proyecto en goldengate.org/SRTC

¡Contesta todas las preguntas y participa para ganar una tarjeta Clipper de \$25!

Ven a nuestra reunión comunitaria el **jueves 19 de noviembre 5:30 PM**. Detalles en nuestro sitio web

http://SRTC_Spanish



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Outreach – Survey Conclusions

- There was widespread support for all alternatives and no notable difference between impressions of the three alternatives among Spanish-speaking transit riders
 - Interpreted to mean that all alternatives provide much needed improvement relative to existing conditions
- Non-transit riders more likely to support Under the Freeway alternative than transit riders
- Transit riders most strongly support the Whistlestop alternative
- Both English-speaking transit riders and non-transit riders had the least favorable opinion of 4th Street Gateway



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Path Forward

- Project Updates – March/April/May 2021
 - GGBHTD Board of Directors Transportation Committee
 - San Rafael City Council
 - TAM Board of Commissioners
 - Marin Transit Board of Directors
- GGBHTD Board of Directors Transportation Committee – May 20th, 2021
 - Recommend Preferred Alternative for Draft EIR to Board of Directors
- GGBHTD Board of Directors – May 21st, 2021
 - Selection of Preferred Alternative for Draft EIR
- Prepare and Release Draft EIR – June 2021
- Community Outreach during 45-day Draft EIR Circulation – July-August 2021
- GGBHTD Board of Directors – December 2021
 - Final EIR Certification/Project Adoption



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DATE: April 22, 2021

TO: Transportation Authority of Marin Board of Commissioners

FROM: Anne Richman, Executive Director *Anne Richman*
David Chan, Programming and Legislation Manager
Nicholas Nguyen, Principal Project Delivery Manager

SUBJECT: Regional Measure 3 (RM3) Letter of No Prejudice (LONP) and Associated Actions for the Marin Sonoma Narrows (MSN) Project (Action), Agenda Item No. 8

RECOMMENDATION

The TAM Board authorizes the Executive Director to:

1. Request an RM3 LONP from the Metropolitan Transportation Commission (MTC) for the MSN Project, when appropriate;
2. Execute resolution(s) and agreement required by MTC to accept federal discretionary funds for the construction phase of the MSN Project;
3. Execute a California Transportation Commission (CTC) Baseline Agreement to accept SB1 Solutions for Congested Corridor Program (SCCP) funds for the MSN Project; and
4. Submit a request to the CTC to program Federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funds to the MSN Project, and Planning, Programming, and Monitor (PPM) activities, when appropriate.

On April 12, 2021, the Funding, Programs & Legislation Executive (FP&L) Committee reviewed the request to apply for a RM3 LONP for the MSN Project and recommended the TAM Board to authorize the Executive Director to exercise the four abovementioned tasks.

BACKGROUND

In June 2018, Bay Area voters approved RM3 to raise tolls on the region's state-owned toll bridges by \$1 beginning January 1, 2019. Tolls will rise by another \$1 in January 2022 with another \$1 increase in January 2025. Toll revenues, estimated at \$4.45 billion total, will be used to fund highway and transit improvements in the toll bridge corridors and their approach routes to address the Bay Area's growing congestion problems.

Four projects in Marin were included in the RM 3 Expenditure Plan approved by the voters:

- U.S. 101 Marin-Sonoma Narrows (MSN) - \$120 million (Marin and Sonoma counties)
- Richmond-San Rafael Bridge Access (580) Improvements – \$210 million total, of which \$135 million is for improvements in Marin County
- State Route 37 Improvements - \$100 million (Marin, Sonoma, Napa, and Solano counties)
- San Rafael Transit Center - \$30 million

Other projects in Marin are also potentially eligible for funds under other programmatic categories in RM3 such as the North Bay Transit Access Improvements program and the Bay Trail program.

However, since the passage of RM3, two lawsuits challenging RM3 were initiated. Therefore, the tolls collected are being placed into an escrow account and are not being disbursed to projects. If the Bay Area Toll Authority (BATA) prevails in the litigation, the funds will be applied to RM3 approved projects. Should BATA ultimately lose the litigation, the funds will be reimbursed to toll-payers as much as possible. It is still unclear when the litigation will be resolved, as of date of this memo.

Regional Measure 3 Policies and Procedures

An LONP permits a project sponsor to incur costs on a project using non-RM3 resources, with the understanding that the costs incurred after the approval of the LONP may be eligible for reimbursement once RM 3 funds are available. The intent of an LONP is to allow a project sponsor to advance a project that is ready to proceed to a deliverable phase but for the availability of RM3 funds. Project sponsors that receive an LONP will be responsible for delivering the usable project segment or complete phase with alternate funds before RM3 funds are available. The project sponsor would be proceeding at its own risk, in that if RM3 is not available due to the litigation or other causes, the sponsor would not be repaid. MTC adopted an LONP process with the RM3 Policies and Procedures in December 2019.

DISCUSSION

In January 2020, the TAM Board authorized staff to request LONPs from MTC for the Richmond-San Rafael (RSR) Bridge Access Improvement (101-580 Direct Connector Improvement) Project and the MSN Project. Since then, staff has requested and received approval from MTC for the following LONPs:

- \$5.6 million for the Project Approval & Environmental Document (PAED) Phase of the RSR Bridge Access Improvement Project
- \$7.1 million for the Right of Way (ROW) Phase of the MSN Project

The action taken by the TAM Board in January 2020 is still valid, but the staff memo indicated that TAM does not have sufficient local funds to proceed with the construction phase of the MSN Project absent the RM3 funds and would not be requesting an LONP for the construction phase at the time.

New LONP Request

The circumstances around the MSN Project have changed since January 2020 in several ways.

First, design for the B7 Project (HOV lanes between North Novato and Olompali) has been completed, and the project can be advertised for construction as soon as September 2021 and proceed to construction as soon as February 2022, pending funding availability. As a reminder, the MSN Project has been completed through a series of phases based on operational priority and funding availability. Between Sonoma and Marin Counties, all HOV lane segments are either underway or completed except for the B7 segment in north Novato. In addition to the carpool lanes, new interchanges and frontage roads are being built to remove unsafe access from private properties and local roads. The project also includes continuous Class I and Class II bikeways between Novato and Petaluma. Accompanying this project is a necessary utility relocation project called the MSN B8 Project. Completion of the final remaining six-mile gap of HOV lanes for the entire MSN corridor will result in over 50 miles of continuous HOV lanes north of the Golden Gate Bridge through Marin and Sonoma Counties.

Second, in December 2020, the MSN B7 Project was awarded \$40.118 million in SB1 SCCP funds by the CTC. CTC policies require that TAM enter into a “Baseline Agreement” with the CTC to accept the SCCP funds for the MSN Project, discussed further below in this memo.

Third, with the MSN B7 Project ready for construction, MTC has expressed a willingness to program discretionary federal funds to help move the project to completion if an LONP for the construction phase is requested. MTC is considering this action in light of the delay with RM3, the desire to secure the SCCP funds, and the regional importance and partnership in completing this final mainline segment of the whole MSN corridor.

Therefore, staff is recommending requesting an LONP from MTC for up to \$80.878 million for the construction phase of the MSN Project as illustrated in the below table, with the MTC federal funds being the “up-front” funding to be repaid by RM3 once it clears litigation. The actual amount used could be less than \$80.878 million depending on the availability of other funds that may be realized in the near future.

MSN Project	Cost	Funds Secured	Remaining Need
Design (PS&E)	\$7,300,000	\$7,300,000	\$0
Right of Way (ROW)	\$7,345,000	\$7,345,000	\$0
Construction (CON)	\$120,996,000	\$40,118,000	\$80,878,000
Total	\$135,641,000	\$54,763,000	\$80,878,000

The \$80.878 million is proposed to come from three sources at present: \$75.6 million in federal discretionary funds from MTC (pending approval), \$1.12 million in CRRSAA funds as discussed below, and \$4.1 million in Measure AA funds available to the MSN project from Category 1 but not previously considered as part of the B7 funding plan.

MTC Federal Discretionary Funds: MTC staff anticipates seeking Commission approval to program the federal discretionary funds to the MSN Project on April 28, 2021. On April 14, MTC’s Programming & Allocations Committee approved forwarding the request to the full Commission.

CRRSAA funds: California is receiving approximately \$912 million from CRRSAA for highway programs. Under a recently approved sub-allocation distribution, the state gets 60% and the regions get 40% of these new funds, with approximately \$70 million coming to the Bay Area, to be divided between MTC and the counties. TAM is anticipated to receive approximately \$1.2 million from the Bay Area share, of which \$1,121,903 can be programmed for project(s) and \$59,048 for PPM activities. The CTC guidelines for the use of these funds allow all County Transportation Agencies (CTAs) to program up to 5% of their county share for PPM activities, which are reserved for CTAs to plan, program, and monitor projects. MTC expects TAM to program available funds from CRRSSA on the MSN Project to support an LONP request and PPM as statutorily allowed. Staff will submit requests to the CTC to program CRRSSA funds to the MSN Project and PPM when appropriate.

Measure AA Funds: Category 1 of the Measure AA Expenditure Plan designates \$12.4 million for the Marin Sonoma Narrows project. Approximately \$4.8 million was previously used for the environmental and design phases. An additional \$3.5 million was considered to be committed under the prior RM3 LONP approved for the project. The remaining \$4.1 million was being held for construction contingency but under this action would be used for a local funding contributing to the new LONP for the construction phase.

It is expected that if RM3 is upheld in litigation, MTC will use RM3 funds to repay the amount of federal discretionary funds used on the construction phase of the MSN Project. Additionally, TAM’s other funding contributions, such as CRRSAA, Measure AA and SB1 Local Partnership Program (LPP) funds could

potentially be repaid from the RM3 funds as well. Some of these detailed terms for the LONP are still being discussed between MTC and TAM staffs and are expected to be resolved in the coming weeks.

Caltrans, as the system owner/operator and the entity that will be issuing the construction contract, is aware of these funding discussions.

FISCAL IMPACTS

There are no immediate impacts to TAM with authorizing the Executive Director to submit an LONP request or to submit a programming request to CTC for the CRRSAA funds for the MSN project. If approved by MTC and CTC respectively, TAM's budget for the approved project(s) will be amended to reflect any expenditures using non-RM 3 funds. The CRRSAA funds will be assigned to Caltrans as the implementing agency of the construction phase and therefore will not impact TAM's budget. The PPM is reimbursement based and if spent in FY 21/22, the related revenue and expenditure activities would be reflected in TAM's budget for FY 21/22.

For the Baseline Agreement to receive SCCP funds, TAM will work with CTC and Caltrans to also assign all funds directly to Caltrans as the implementing agency of the construction phase. TAM's budget will not be impacted if the SCCP funds are assigned to Caltrans.

NEXT STEPS

Upon approval from the TAM Board, staff will prepare and submit an LONP request for the construction phase of the MSN Project for MTC's consideration at the appropriate time. The Executive Director will execute any necessary resolution(s) and agreement with MTC to facilitate the LONP and the programming of federal discretionary funds for the MSN Project. The Executive Director will also enter into a Baseline Agreement with the CTC to accept SCCP funds for the MSN Project. Lastly, the Executive Director will submit a request to the CTC to program CRRSAA funds to the MSN project and PPM activities when appropriate.

ATTACHMENT

Attachment A: PowerPoint Presentation



Item 8 - Attachment A

Regional Measure 3 Letter of No Prejudice Marin Sonoma Narrows Project

TAM Board Meeting
April 22, 2021

Background

- In June 2018, Bay Area voters approved RM3 to raise tolls on the region's state-owned toll bridges
- An estimated \$4.45 billion in RM3 toll revenues are expected to be collected
- RM3 funds will be used to fund highway and transit improvements in the toll bridge corridors and their approach routes to address the Bay Area's congestion problems
- RM3 currently in pending litigation

Background, cont.

- Four projects in Marin were included in the RM 3 Expenditure Plan approved by the voters, including:
 - MSN Project,
 - Richmond-San Rafael Bridge Access (580) Improvements,
 - State Route 37 Improvements, and
 - San Rafael Transit Center
- Other projects in Marin are also potentially eligible for funds under other programmatic categories such as:
 - the Bay Trail Program, which is a regional competitive program and
 - the North Bay Transit Access Improvement Program (to be discussed at the next item of the meeting)

Letter of No Prejudice

- Permits a project sponsor to incur costs on a project using non-RM 3 resources, with the understanding that the costs incurred after the approval of the LONP may be eligible for reimbursement once RM 3 funds are available
- Intent is to allow a project sponsor to advance a project that is ready to proceed to a deliverable phase

Prior LONPs

- As authorized by the TAM Board in January 2020, staff has requested and received approval from MTC for the following LONPs:
 - \$5.6 million for the Project Approval & Environmental Document (PAED) Phase of the RSR Bridge Access Improvement Project
 - \$7.1 million for the Right of Way (ROW) Phase of the Marin Sonoma Narrows (MSN) Project

Prior LONPs (cont.)

- Action taken by the TAM Board in January 2020 authorizing staff to request LONP for the MSN Project is still valid
- However, at that time staff indicated that an LONP for the construction phase of the MSN Project would not be requested because of insufficient local funds to proceed with the construction phase

New Circumstances

- Design for the B7 Project (HOV lanes between North Novato and Olompali) has been completed, and the project can be advertised for construction as soon as September 2021 and proceed to construction as soon as February 2022
- In December 2020, the MSN B7 Project was awarded \$40.118 million in SB1 Solutions for Congested Corridors Program (SCCP) funds by the CTC
- MTC is proposing to program discretionary federal funds to help move the project to completion if an LONP for the construction phase is requested

New LONP Request

- Staff anticipates requesting an LONP from MTC for up to \$80.878 million for the construction phase of the MSN Project
 - Could be less, depending on the availability of other funds that may be realized in the near future.

MSN Project	Cost	Funds Secured	Remaining Need
Design (PS&E)	\$7,300,000	\$7,300,000	\$0
Right of Way (ROW)	\$7,345,000	\$7,345,000	\$0
Construction (CON)	\$120,996,000	\$40,118,000	\$80,878,000
Total	\$135,641,000	\$54,763,000	\$80,878,000

LONP Sources

- The \$80 million LONP would be backed by:
 - \$76 million in MTC federal discretionary funds – pending at MTC
 - \$1.12 million CRRSAA funds – submitting request to CTC and MTC
 - \$4.1 million Measure AA – remaining available from Category 1
- If RM3 is upheld, MTC and TAM would be repaid

CRRSSA Funds

- Federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA)
 - California is receiving approximately \$912 million from CRRSAA for highway programs
 - State gets 60% and the regions get 40% of these new funds
 - Approximately \$70 million will come to the Bay Area, to be divided between MTC and the counties
 - Marin is anticipated to receive approximately \$1.2 million from the Bay Area share (\$1.12m for project(s) and \$59k for PPM)
- MTC expects TAM to program CRRSAA funds to the MSN Project to support an LONP request

Miscellaneous Notes

- MTC anticipates seeking Commission approval to program the federal discretionary funds to the MSN Project on April 28, 2021
- Caltrans, as the system owner/operator and the entity that will be issuing the construction contract, is aware of these funding discussions

Recommendations

Authorize the Executive Director to:

1. Request an LONP from MTC for the MSN Project, when appropriate, for up to \$80.878 M;
2. Execute MTC required resolution(s) and agreement needed to accept federal discretionary funds;
3. Execute a CTC Baseline Agreement to accept SB1 SCCP funds for the MSN Project; and
4. Submit a request to the CTC to program CRRSAA funds to the MSN Project and PPM when appropriate

FP&L Executive Committee

- On April 12, 2021, the FP&L Executive Committee reviewed the LONP request and recommended the TAM Board to authorize the recommendations as presented



Item 8 - Attachment A



Questions



DATE: April 22, 2021

TO: Transportation Authority of Marin Board of Commissioners

FROM: Anne Richman, Executive Director *Anne Richman*
Bill Whitney, Principal Project Delivery Manager

SUBJECT: Authorize Contract Amendment for Professional Services for the North/South Greenway Gap Closure Project (Action), Agenda Item No. 9

RECOMMENDATION

Staff is recommending the TAM Board (1) allocate \$225,000 of Transportation Sales Tax interest funds to TAM to augment previously allocated interest and other funds for the North/South Greenway Gap Closure Project, and (2) authorize the Executive Director execute a contract amendment in the amount of \$540,000 with the engineering firm Moffatt & Nichol to provide additional design and environmental services for the project.

BACKGROUND

Staff has been worked closely with Caltrans and the City of Larkspur to advance the North-South Greenway Gap Closure Project that includes widening of the Northbound US 101 off-ramp structure over Corte Madera Creek closing the existing gap between the Central Marin Ferry Connector Path and the existing Greenbrae Pedestrian Overcrossing on Old Redwood Highway (referred to as the Northern Segment).

Staff assessed the scope of the Northern Segment and concluded it would be more efficient to implement it in two phases, since one portion of the path is within the Caltrans right-of-way and the other portion is along Old Redwood Highway which is solely within City of Larkspur's right-of-way. This way Caltrans can administer the construction of the portion it will take ownership of and Larkspur can administer the construction of the portion it will take ownership of.

Construction of the path within Caltrans Right-of-Way is now well underway and is expected to be completed and opened to the public in early 2022. Staff would now like to focus our project development activities on the multi-use path on Old Redwood Highway.

DISCUSSION/ANALYSIS

TAM as the project sponsor, in cooperation with Caltrans and the City of Larkspur, prepared the initial design concept for the multi-use path on Old Redwood Highway from the southern portion of the Caltrans project to the pedestrian overcrossing (Project limits). A California Environmental Quality Act (CEQA) compliant document has been approved by Caltrans. This scope of work will prepare reports necessary to allow Caltrans to approve a National Environmental Policy Act (NEPA) compliant Document.

This proposed scope of work also includes preparation of the construction bid package, as well as additional design work that is necessary to prepare a habitat restoration plan for the saltwater marsh on the northern bank of Corte Madera Creek. This is a resource agency permit requirement that will occur following construction activities and disturbance.

Staff has negotiated a scope of work and fee with the consulting firm to complete the above described work.

FISCAL CONSIDERATION

In June 2018, the Board programmed \$1 million in Transportation Sales Tax interest funds to the Northern Segment of the North-South Greenway Project. Staff has expended \$685,000 to advance the project to date which leaves \$315,000 available to partially fund this request.

The funding breakdown is as follows:

Contract Amendment Request:	\$540,000
Funds previously allocated and unspent:	<u>\$315,000</u>
Funding Shortfall:	\$225,000

Staff is recommending the Board allocate \$225,000 in Transportation Sales Tax interest funds to proceed with the necessary professional services.

Staff is also recommending the Board approve a contract amendment with Moffatt and Nichol to complete the agreed scope of work and fee in the amount of \$540,000.

Contract with Moffatt and Nichol including Contract Amendments No's 1-7:	\$3,785,000
Current Contract Amendment No.8:	<u>\$ 540,000</u>
Total Contract Amount:	\$4,325,000

No budget amendment is needed for the current year since the existing budget authority is sufficient to cover the additional work. All \$540,000 will be included in the FY2021-22 budget.

NEXT STEPS

Execute a Contract Amendment with Moffatt and Nichol and proceed with environmental and design services.

ATTACHMENTS

None



DATE: April 22, 2021

TO: Transportation Authority of Marin Board of Commissioners

FROM: Anne Richman, Executive Director *Anne Richman*
Scott McDonald, Senior Transportation Planner

SUBJECT: Marin-Sonoma Bike Share Program Coordination Agreement (Action), Agenda Item No. 10

RECOMMENDATION

Staff recommends that the TAM Board authorize the Executive Director to finalize and sign the Draft Marin-Sonoma Bike Share Program Coordination Agreement. This item also presents an update on the Bike Share Pilot Program for discussion/information.

BACKGROUND

In 2017, MTC announced an award of \$826,000 to TAM and SCTA for a bike share pilot program offering connections for commuters along the Sonoma Marin Area Rail Transit (SMART) corridor, with SCTA designated as the lead fiscal agent to sign a funding agreement with MTC. TAM and SCTA signed a separate cooperative agreement for joint oversight of the program in July 2018, working together as coordinating agencies for the program.

Following a thorough procurement process, in February 2020, SCTA approved a contract with the company Gotcha Mobility, with a scope of work outlining planning, launch, and operations of a pilot bikeshare program in Marin and Sonoma counties, centered around SMART stations in Santa Rosa, Rohnert Park, Cotati, Petaluma, Novato, San Rafael, and Larkspur. The contract with Gotcha Mobility was subsequently reassigned to Bolt Mobility after it acquired Gotcha Mobility. The project team, electric bikes, and scope of work have not changed and the transition since the acquisition has been seamless so far.

Over the past several months, among various activities, a bike share technical working group has worked extensively on a coordination agreement (shown as Attachment A). The coordination agreement is to define roles among the entities involved in the program. Note that the structure of the agreement was established to allow for additions to the list of participating public agencies, should additional agencies be identified when determining the final operating area and for potential future phases.

The Marin-Sonoma Bike Share Program is scoped to initially include a fleet of 300 electric bikes under the agreement with Bolt Mobility, along with an optional task to expand the system with an additional 50 electric bikes for a three-year operating period. The initial system network is being established through a demand analysis considering population densities around SMART stations, SMART ridership and locations, a survey of potential sites (nearing completion), and input from participating agencies. Other considerations include the need to establish a service area where the electric bikes can efficiently be maintained and relocated to meet fluctuations in demand, and batteries can be swapped out when necessary.

A public survey to collect input on bikeshare parking hub locations was open from February 24 through March 19, 2021. The online survey tool was distributed through a stakeholder email list, program webpage, social media outlets, newsletters, and bicycle committees. Bolt Mobility is currently utilizing the survey results, along with other data, to identify zones of interest, which may be further refined based on the portion of the 300 bicycles allocated to each part of the service area. Bolt Mobility will work with each participating jurisdiction to determine appropriate sites for hubs within the zones of interest. Hub locations will first be sought in public right-of-way, but private right-of-way may be explored if necessary. Once siting is confirmed, Bolt Mobility will develop site plans and obtain right-of-way permits from each participating agency or private property.

DISCUSSION

TAM and SCTA staff have convened several working group meetings for planning and development of the coordination agreement, along with other aspects of the program. The bike share technical working group involves representatives from City of Santa Rosa, City of Rohnert Park, City of Cotati, City of Petaluma, City of Novato, City of San Rafael, City of Larkspur, Golden Gate Ferry, and SMART. Based on several reviews provided by respective city attorneys and legal counsels, the draft agreement (Attachment A) was established. The coordination agreement was also established in consultation with MTC, the grantor of the program, which has also participated in some of the working group meetings and advised on aspects of program development based on experience overseeing multi-jurisdictional bike share systems.

The agreement will establish roles and responsibilities of the agencies, with agencies planning to seek approval to sign the agreement starting in April 2021. The SCTA Board authorized its executive director to sign the agreement on April 12, 2021.

FISCAL IMPACTS

There are no additional fiscal impacts as a result of the recommended action associated with this item.

Previously the MTC bike share grant provided \$826,000, which will be utilized for the contract with Bolt Mobility. Along with the \$826,000 grant, MTC required a local match of 11.47% or \$94,700, which can be simply covered through in-kind staff time divided between the two agencies.

NEXT STEPS

TAM staff will continue to work with partner agencies to execute the coordination agreement. Overall, TAM and SCTA staff will work with Bolt Mobility and the other agencies on program development to launch the pilot program. This will include completing a service area analysis to confirm the public right-of-way necessary for bike share parking, along with the distribution of bikes. Additional public engagement, marketing, and events will also be planned leading up to the launch of the system. As the program develops, TAM staff will continue to provide progress reports to the Board.

ATTACHMENTS

Attachment A: Draft Coordination Agreement for the Marin-Sonoma Bike Share Program
Attachment B: Bike Share PowerPoint Presentation

COORDINATION AGREEMENT

between

**THE SONOMA COUNTY TRANSPORTATION AUTHORITY,
THE TRANSPORTATION AUTHORITY OF MARIN,
BOLT MOBILITY, as Operator of the Marin-Sonoma Bike Share Program, and
PARTICIPATING AGENCIES**

for

THE MARIN-SONOMA BIKE SHARE PROGRAM

Table of Contents

Section 1.0	DEFINITIONS	2
Section 2.0	TERM OF THE AGREEMENT	5
Section 3.0	COSTS	5
Section 4.0	TECHNICAL ADVISORY WORKING GROUP	5
Section 7.0	DATA SHARING	7
Section 8.0	REALLOCATION OF EQUIPMENT	8
Section 9.0	INSURANCE	8
Section 10.0	INDEMNIFICATION	8
Section 11.0	OTHER PROVISIONS	9
Section 12.0	NOTICES	10
Section 13.0	PERMITTING	11
Section 14.0	SITE PLANS ON PUBLIC PROPERTY	12
Section 15.0	INFILL SITE SELECTION PROCESS	12
Section 16.0	parking, operation, and maintenance	12
Section 17.0	HUB DEACTIVATION, RELOCATION, DE-INSTALLATION, REINSTALLATION, AND ADJUSTMENT	14
Section 18.0	NOTIFICATIONS REGARDING HUB DEACTIVATION, RELOCATION, DE-INSTALLATION, REINSTALLATION, ADJUSTMENT, AND SERVICE INTERRUPTIONS	15
Section 19.0	MERCHANDISING, LICENSING, AND INTELLECTUAL PROPERTY	16
Section 20.0	MARKETING	16
Section 21.0	RESERVED TO THE PARTICIPATING AGENCIES	16
Section 22.0	RESOLUTION OF DISPUTES BETWEEN OPERATOR AND THE PARTICIPATING AGENCIES UNDER THIS AGREEMENT	17
Section 23.0	ASSIGNMENT BY OPERATOR	18

**COORDINATION AGREEMENT
FOR THE MARIN-SONOMA BIKE SHARE PROGRAM**

This Coordination Agreement for the Marin-Sonoma Bike Share Program (hereinafter, this “Agreement”) has been executed and delivered as of _____ (the “Effective Date”) by and between the SONOMA COUNTY TRANSPORTATION AUTHORITY (SCTA) and the TRANSPORTATION AUTHORITY OF MARIN (TAM) as the “**Coordinating Agencies**,” BOLT MOBILITY, as the “**Operator**” of the Program (as defined in the recital below), and the entities names in Appendix A collectively referred to as the “**Participating Agencies**.” SCTA, TAM, Operator and each of the Participating Agencies is referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

On February 10, 2020, following negotiations with Operator, SCTA Board authorized SCTA’s Executive Director or designated representative to enter into a contract with Operator. On April 13, 2020, SCTA and Operator executed an agreement, which provides for the creation and operation of a bike share pilot program (“Program”) in the jurisdictions of each Participating Agency listed in **Appendix A** of this Agreement.

The Parties therefore agree as follows:

PURPOSE

The purpose of this Agreement is to establish the certain rights, liabilities, and responsibilities of each Party with respect to the Program, and to define the organizational, management, and operational structure for the successful development of the Program.

SECTION 1.0 DEFINITIONS

- 1.1. "Agreement" has the meaning given such term in the Preamble.
- 1.2. "Bicycle" shall mean a Class 1 electric assist vehicle with pedals and with 2 wheels held in a frame and aligned one behind the other and steered with a handle bar, consistent with the California Vehicle Code, Division 1, Section 312.4(a)(1) definition of a "class 1 electric bicycle." "Bicycle" shall not include motorized vehicles, including scooters or mopeds.
- 1.3. "Claims" has the meaning given such term in Section 10.0.
- 1.4. "Continued Program" shall mean the continuation of the bike share Program after the end date of the Pilot Period.
- 1.5. "Coordinating Agencies" has the meaning given such term in the Preamble.
- 1.6. "Deactivation" shall mean designation of a Hub as "Out of Service" on the Program website, app, and all other real-time data sources.
- 1.7. "De-Installation" shall mean, at a minimum, (i) the temporary or permanent full removal of the Hub and its associated Street Treatments, and, (ii) the designation of the Hub as "Out of Service" on, or removal of the Hub from, the Program website, app, and all other real-time data sources.
- 1.8. "Dispute Resolution Process" has the meaning given such term in Section 22.1.
- 1.9. "Effective Date" has the meaning given such term in the Preamble.
- 1.10. "Equipment" shall include, Racks, Bicycles, Hub Signage, Street Treatments, rebalancing vehicles, and any hardware required for operations of the system either individually or in any combination thereof.
- 1.11. "Executive Directors" shall mean the Executive Directors of SCTA and TAM.
- 1.12. "Hub" shall mean elements that may include, but are not limited to, signage, map module, a variable number of Parking Spaces, including Bicycle Racks and/or Virtual Hubs, and when applicable, Street Treatment(s) and Street Markings.
- 1.13. "Hub Adjustment" shall mean any changes to Site configuration from the permitted Site Plan.
- 1.14. "Indemnified Party" and "Indemnified Parties" have the meaning given such terms in Section 9.
- 1.15. "Infill" shall mean the placement of additional Racks within the Service Area in order to address unmet demand or community request.
- 1.16. "Initial Meeting Date" has the meaning given such term in Section 22.0.
- 1.17. "Installation Scheduling Permits" shall mean permits required for the scheduling of the installation of Hub-related Equipment at Sites proposed for Racks for which a Site Permit has been issued as a check for conflicts with other activities at the same location.
- 1.18. "Jurisdiction" means a) for cities, all real property within the incorporated territory of such city; b) for special districts, all real property over which they have an ownership or leasehold interest.

- 1.19. "Liabilities" has the meaning given such term in Section 9.2.
- 1.20. "Operator" has the meaning given such term in the Preamble. The term "Operator" shall also include the permitted successors and assigns of the Operator named herein.
- 1.21. "Parking Space" shall mean one designated parking space for bike share bicycles designated by Bicycle Racks or Virtual Hubs.
- 1.22. "Participating Agency" and "Participating Agencies" have the meaning given such terms in the Preamble and are listed in Appendix A.
- 1.23. "Party" and "Parties" have the meaning given such terms in the Preamble.
- 1.24. "Person" shall mean any human being or any association, firm, partnership, joint venture, corporation, limited liability company, governmental entity, or other legally recognized entity, whether for profit or not for profit.
- 1.25. "Pilot Period" shall mean a duration of three years from the first date of Program operations plus any agreed upon extensions ending no later than April 13, 2025.
- 1.26. "Pilot Program Participating Agencies" shall include the following agencies: City of Santa Rosa, City of Rohnert Park, City of Cotati, City of Petaluma, City of Novato, City of San Rafael, City of Larkspur, Sonoma-Marín Area Rail Transit, Golden Gate Bridge Highway and Transportation District.
- 1.27. "Program" shall include operations of a public bike sharing system in which bicycles are made available to individuals for short-term rentals through a membership and shared mobility platform, and include the size and distribution of Bicycles, Racks, Hubs, other Equipment for the Pilot Period.
- 1.28. "Program Density" shall mean the distribution of Parking Spots within the Service Area.
- 1.29. "Public Entity Parties" shall mean SCTA, TAM and the Participating Agencies.
- 1.30. "Public Safety Emergency" shall mean an instance when:
 - 1.30.1. Equipment is damaged or in an unsafe state so as to present an immediate danger to the public; or
 - 1.30.2. Circumstances or situations surrounding Equipment create an imminent danger to the public; or
 - 1.30.3. The area around a Hub becomes unsafe; or
 - 1.30.4. A Participating Agency determines, in its sole discretion or pursuant to any authority the Participating Agency has under law, that it is necessary to respond to exigent circumstances, an emergency or to otherwise protect public health and safety, including, without limitations, in instances of a natural disaster or to avoid a calamity.
- 1.31. "Rack" shall mean a modular bicycle rack designated for locking and storing bike share bicycles.

- 1.32. "Service Area" shall mean the geofenced areas designated through development of the Program to confine the area in which bicycles may be parked.
- 1.33. "Services" shall mean the Operator's installation, operation and maintenance of the Racks and the acquisition, placement, maintenance, and rental to users of the Bicycles.
- 1.34. "Shared Mobility Device User" shall mean a Person who has set up a user account and agreed to the terms and conditions to participate in the bike share Program.
- 1.35. "Site" shall mean a designated area on publicly or privately owned real property, for which a Site Permit has been issued and which area contains a Hub.
- 1.36. "Site Permits" shall mean any and all permits required by a Participating Agency for the installation, maintenance, and operation of Hub-related Equipment at Sites proposed for Racks (other than Installation Scheduling Permits or Special Traffic Permits).
- 1.37. "Site Plan" shall mean a scaled plan view of the Site, illustrating existing surface features and proposed improvements and meeting the requirements given such term in Section 14.
- 1.38. "Software" shall mean the software required to operate the Equipment.
- 1.39. "Special Traffic Permit" shall mean a permit required if installation of Hub-related Equipment will temporarily interfere with pedestrian, bicycle, transit or vehicular traffic in a material respect during installation.
- 1.40. "State" means the State of California.
- 1.41. "Street Marking(s)" shall mean thermoplastic paint markings and/or striping on the pavement for the express purpose of demarcating a Hub.
- 1.42. "Street Treatments" shall mean the three-dimensional objects used to demarcate the Hub, and protect it from adjacent parking and moving traffic. Such objects may include, but are not limited to, delineators and wheel stops.
- 1.43. "Street Treatment Requirements" shall mean a Participating Agency's requirements with respect to Street Treatments.
- 1.44. "Technical Advisory Working Group" has the meaning given such term in Section 4.
- 1.45. "Term" has the meaning given such term in Section 2.
- 1.46. "Trip" shall mean the use of a Bicycle from one Hub to another Hub or back to the initial Hub.
- 1.47. "Underperforming Hub" shall mean a Hub for which Hub Usage is less than 0.5 Trips per bike per day over a twelve-month period of operations, excluding days that the Hub is Deactivated or temporarily De-Installed.
- 1.48. "Virtual Hubs" shall mean designated bicycle parking using Street Markings and Street Treatments in place of Bicycle Racks.

SECTION 2.0 TERM OF THE AGREEMENT

- 2.1. The Term of this Agreement begins on the Effective Date and will continue through the end of the Pilot Period and no later than April 13, 2025.
- 2.2. Notwithstanding any other provision of this Agreement, a Participating Agency shall have the right, in its sole discretion, with or without cause to terminate that Participating Agency's participation in this Agreement by giving 90 days written notice to the Operator and Coordinating Agencies in accordance with the Notice provisions in this Agreement.

SECTION 3.0 COSTS

- 3.1. Except as otherwise expressly provided for in this Agreement, each Participating Agency shall bear its own costs in connection with the Program, if such costs are applicable, including, but not limited to, costs incurred in connection with: negotiating this Agreement; Site selection; the review required for issuance of permit to operate, Site Permits, Special Traffic Permits and other permits; Site preparation; exercising enforcement, inspection and audit rights; and marketing, to the extent that Coordinating Agencies and/or the Participating Agencies choose to undertake marketing or outreach.
- 3.2. Except as otherwise provided in Sections 3.3 and 3.4, Program Participating Agencies shall not be obligated, during the Pilot Period, to pay or bear any of the costs associated with or expenses incurred for the Equipment, Software, or Services; including installation, operations and maintenance.
- 3.3. Should a Pilot Program Participating Agency desire a Continued Program beyond the Pilot Period, and/or add to the Bicycles and Equipment in the Program, such Participating Agencies shall be responsible for negotiating directly with the Operator and securing funds to pay for any cost required for leasing, purchasing, installing, maintaining and operating the Equipment within their respective Jurisdictions.
- 3.4. Any Participating Agency, other than those named in the Program Participating Agencies, may elect, to extend or expand the Program within the borders of its Jurisdiction by adding Equipment provided that such Participating Agency shall be responsible for negotiating directly with the Operator and securing funds to pay for any cost required for leasing, purchasing, installing, maintaining and operating the Equipment within their respective Jurisdictions.
- 3.5. This Agreement shall not be interpreted to create any form of joint powers authority among any of the participating Parties. Nothing in this Agreement authorizes any Party to incur any debts, liabilities, or obligations on behalf of another Party unless expressly set forth herein.

SECTION 4.0 TECHNICAL ADVISORY WORKING GROUP

- 4.1. The Coordinating Agencies and the Participating Agencies agree to participate in a Technical Advisory Working Group for staff to coordinate regarding activities of the Program and provide non-binding advice on various Program elements.

- 4.2. The Technical Advisory Working Group will consist of one designated staff representative from each of the Coordinating Agencies, and one designated staff representative from each of the Participating Agencies. Each Party with a designated representative may appoint an alternate representative that will have full voting rights as the representative. The Coordinating Agency representatives will serve as co-chairs of the Technical Advisory Working Group.
- 4.3. The Technical Advisory Working Group will meet as needed through Program development and ongoing.
- 4.4. The Technical Advisory Working Group representatives shall endeavor to work toward agreement on various decisions regarding the development and implementation of the Program. In the case that the Technical Advisory Working Group cannot reach agreement on a particular issue, any representative may request a vote.
- 4.5. A Party shall convey all communications and documents intended for the Technical Advisory Working Group through that Party's designated representative. The Technical Advisory Working Group shall convey all communications and documents intended for a Party to that Party's designated representative.
- 4.6. New Participating Agencies, other than the initial Pilot Program Participating Agencies, may be added to this Coordination Agreement by amending Appendix A. Such Participating Agencies would become members of the Technical Advisory Working Group upon the effective date of an amendment to the Agreement.

SECTION 5.0 RESPONSIBILITIES OF COORDINATING AGENCIES

- 5.1. Coordinating Agencies shall:
 - 5.1.1. Serve as the Program administrators;
 - 5.1.2. Organize and facilitate Technical Advisory Working Group meetings by, for example:
 - 5.1.2.1. Determining designated representative availability for meetings;
 - 5.1.2.2. Providing notice of meetings;
 - 5.1.2.3. Coordinating multi-jurisdictional marketing and promotions of the system with the Participating Agencies and Operator as needed; and
 - 5.1.2.4. Distributing materials and information as required;
 - 5.1.3. Serve as the fiscal agent for the Program;
 - 5.1.4. Maintain records of the Program and its operation; and
 - 5.1.5. Provide system data to the Participating Agencies on a regular basis.

SECTION 6.0 RESPONSIBILITIES OF THE PARTICIPATING AGENCIES

- 6.1. For property within its Jurisdiction, each Participating Agency shall:
 - 6.1.1. Provide the Operator reasonable access to that Participating Agency's public right of way for usage of installing/operating bike share parking Hubs in convenient and visible

locations, which may include existing on-street parking spaces, sidewalk furniture zones, and/or unutilized loading zones. Such locations shall be mutually agreed upon by Operator and the Participating Agency, subject to that Participating Agency's laws, regulations and policies governing use of the Participating Agency's right of way, and to all applicable State and federal laws and regulations, including but not limited to, applicable State and federal accessibility laws and regulations;

- 6.1.1.1. Work in good faith with Operator to issue any Site Permits for locations mutually agreed upon by Participating Agency and Operator, and any other necessary permits, leases, or licenses for implementing the Program, subject to that Participating Agency's requirements for issuing such permits, except as otherwise provided in Section 13.0;
- 6.1.1.2. Provide to the Operator all local requirements for traffic markings and devices necessary during the installation of Hubs for on-street locations pursuant to this Agreement;
- 6.1.1.3. Provide for CEQA compliance for that Participating Agency's activities under the Program;
- 6.1.1.4. Provide Coordinating Agencies semi-annually with a summary of local efforts and activities regarding local bicycle share, which summary shall also include data on efforts made by the Participating Agencies to inform the public of the Program, comments made by the public to the Participating Agencies on the Program, and the response of the Participating Agencies to such comments; and
- 6.1.1.5. Notify Operator promptly of any reports to the Participating Agency of any issues prohibiting use of the Program.
- 6.1.2. Notify Operator promptly of any reports to the Participating Agency of public nuisances or hazards caused by the Program.
- 6.1.3. Notify Coordinating Agencies and Operator promptly of any public emergencies affecting the Program. If the designated representative of a Participating Agency determines that a Public Safety Emergency exists, such Participating Agency shall promptly notify Operator's designated representative so that Operator may take such action necessary to address such emergency, including, but not limited to, removing, replacing, relocating, reinstalling or locking all or any portion of the Equipment and having repair and restoration work performed. In the case of a public emergency requiring the immediate removal of Equipment, Participating Agency may relocate Equipment and notify Operator as soon as such communication is practical.

SECTION 7.0 DATA SHARING

- 7.1. Coordinating Agencies shall make available to the Participating Agencies monthly reports from Operator.

SECTION 8.0 REALLOCATION OF EQUIPMENT

- 8.1. If, within or leading up to the Pilot Period, any Participating Agency fails to deliver the required Site Permits or other permits, leases, or licenses to provide for the initial number of Racks identified for their respective Jurisdiction within 60 calendar days from the date of a complete application for a Site Permit, Coordinating Agencies retain the right to work with Operator to reallocate the amount of Equipment that has not been timely permitted for installation to another Participating Agency. Participating Agencies may submit a written request to Coordinating Agencies for an extension if there are unique circumstances warranting extended time for review.

SECTION 9.0 INSURANCE

- 9.1. Operator shall maintain commercial general liability insurance coverage with a carrier doing business in California, with limits not less than one million dollars (\$1,000,000) for each occurrence for bodily injury or property damage, including contractual liability, personal injury, and product liability and completed operations, and not less than five million dollars (\$5,000,000) aggregate for all occurrences during the policy period. The insurance shall not exclude coverage for injuries or damages caused by Operator to the Shared Mobility Device User. Each Participating Agency and Coordinating Agency shall be named as additional insureds on the Operator's certificate of insurance.

SECTION 10.0 INDEMNIFICATION

- 10.1. To the extent Operator is not required to indemnify the Public Entity Parties, each Public Entity Party shall indemnify the other Public Entity Parties, their officers, commissioners, agents and employees from and against all claims, injury, suits, demands, liability, losses, and damages (including all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of the indemnifying Public Entity Party, its officers, commissioners, agents, employees, or any of them, under or in connection with this Agreement. The indemnifying Public Entity Party further agrees to defend any and all such actions, suits, or claims arising from the indemnifying Public Entity Party's negligence or otherwise wrongful act or omission and pay all reasonable charges of attorney's fees and all other costs, expenses, settlements, or judgments arising therefrom or incurred in connection therewith.
- 10.2. Operator shall defend, indemnify, and save harmless the Coordinating Agencies, the Participating Agencies, and their respective commissioners, council members, officers, agencies, departments, agents, and employees (each, an "Indemnified Party"; and collectively, "Indemnified Parties") from and against any and all claims, demands, causes of action, proceedings or lawsuits brought by third-Parties ("Claims"), and all losses, damages, liabilities, penalties, fines, forfeitures, costs and expenses arising from or incidental to any Claims (including attorneys' fees and other costs of defense) (collectively, with Claims, "Liabilities"), resulting from, or arising out of, this Agreement, the operation of the Program and the provision of Services, whether such operation or Services is performed or provided by Operator or by Operator's subcontractors or any other Person acting for or on behalf of Operator.

- 10.3. Notwithstanding the foregoing, Operator's indemnification and defense obligations contained in the preceding paragraph shall not include:
- 10.3.1. Any Liabilities to the extent resulting from, or arising out of:
 - 10.3.1.1. the gross negligence or willful misconduct of any Indemnified Party;
 - 10.3.1.2. Operator complying with the written directives or written requirements of a Participating Agency, if Operator has previously objected to such written directives or requirements in writing, with respect to (A) the location or configuration of any Hub in relation to the street or sidewalk on which such Hub is located or to which it adjoins, or (B) a Participating Agency's Street Treatment Requirements; or
 - 10.3.1.3. the condition of any public property outside of the perimeter of a Hub and not otherwise controlled by Operator (and expressly excluding from this clause (c) the condition of the Bicycles or other Equipment).
 - 10.4. If any Claim against Operator includes Claims contesting a Participating Agency's authority to issue a permit for a Hub, then each Party shall be responsible for its own defense against such Claims proportional to the Party's share of the Claim.
 - 10.5. Upon receipt by any Indemnified Party of actual notice of a Claim to which such Indemnified Party is entitled to indemnification in accordance with this Agreement, such Indemnified Party shall give prompt notice of such Claim to the indemnitor. The indemnitor shall assume and prosecute the defense of such Claim at the sole cost and expense of indemnitor with Counsel reasonably acceptable to the Indemnified Party. The indemnitor shall conduct the defense, and may settle such claim upon the approval of the Indemnified Party, which shall not be withheld where the settlement only involves the payment of monetary obligations and provides for an unconditional release of the Indemnified Party, does not involve an admission of liability or any settlement terms that may prejudice the Indemnified Party in subsequent litigation, and would not obligate the Indemnified Party to exercise any governmental power or take further action as a condition of settlement.

SECTION 11.0 OTHER PROVISIONS

- 11.1. Nothing in this Agreement is intended to expand or limit the existing authority of any signatory.
- 11.2. This Agreement may not be modified, or the Term extended, except by written instrument executed by each of the Parties to this Agreement.
- 11.3. Each Party represents and warrants that it has the right, power, and authority to execute this Agreement. Each Party represents and warrants that it has given any and all notices, and obtained any and all consents, powers and authorities, necessary to permit it, and the Persons executing this Agreement for it, to enter into this Agreement.
- 11.4. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

- 11.5. Subject to the requirement that disputes be addressed in accordance with the Dispute Resolution Process, each Party hereby submits to the of any State or federal court sitting in Sonoma County, California, or Marin County, California, over any suit, action or proceeding arising out of or relating to this Agreement. Except for mandatory transfers of venue provided for in Code of Civil Procedure section 394, each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to such venue as being an inconvenient forum. Notwithstanding the foregoing, with respect to any dispute arising out of or relating to this Agreement in which the sole Parties are and remain the Participating Agencies and Operator, and/ or between Operator and Coordinating Agencies, each such Party hereby irrevocably submits to the jurisdiction of any State or federal court sitting in Sonoma County or Marin County, California.
- 11.6. Should any Party employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing Party shall be entitled to receive from the other Party or Parties thereto reimbursement for all reasonable attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and the cost of any bonds, whether taxable or not, and such reimbursement shall be included in any judgment, decree or final order issued in that proceeding. The "prevailing Party" means the Party in whose favor a judgment, decree, or final order is rendered.
- 11.7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall be binding upon the receipt of facsimile or scanned signatures, or signatures processed through an electronic signature provider like AdobeSign or DocuSign.
- 11.8. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.
- 11.9. This Agreement is not intended for the benefit of any Person or entity not a signatory to this Agreement and is not enforceable by any third Party.
- 11.10. Any terms of this Agreement that by their nature extend beyond the Term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to all Parties' respective successors and assigns.

SECTION 12.0 NOTICES

- 12.1. All notices, demand, requests or reports under this Agreement shall be in writing and shall be sufficiently given if sent by registered or certified mail, return receipt requested, by electronic mail (email), by overnight mail, or by personal delivery, in each case to the addresses listed below, or to such other locations or Persons as any Party may designate in writing from time to time by sending a notice to the other Parties in accordance with this Section 12.0. Any notice, demand or request shall be deemed given on the date of receipt or rejection by the intended recipient.

To SCTA:
Executive Director
Suzanne Smith
411 King Street, Santa Rosa, CA 95404
Email: Suzanne.smith@scta.ca.gov

To TAM:
Executive Director
Anne Richman
900 Fifth Avenue, Suite 100
San Rafael, CA 94901
Email: ARichman@tam.ca.gov

To GOTCHA MOBILE HOLDING, LLC:

CEO

Ignacio Tzoumas
Email: ignacio@micromobility.com

To each Participating Agency, using the contact information listed in **Appendix A**

SECTION 13.0 PERMITTING

- 13.1. Operator will work with Participating Agencies to develop a Site Plan outline that can be applied to Site Permit applications for each individual Participating Agency.
- 13.2. Each Participating Agency will specify requirements for submitting applications for Site Permits, Installation Scheduling Permits and Special Traffic Permits, and any other approvals that might be required by that Participating Agency, including drawings, photos, surveying and required paperwork. The Participating Agency will provide an estimate of the time needed to obtain such permits.
- 13.3. Operator, and/or an outside planning and siting firm hired by Operator, will participate in the permitting process for each Participating Agency.
- 13.4. Each Public Entity Party agrees to waive all of its applicable permitting fees for Site Permits, Installation Scheduling Permits, Special Traffic Permits or other permits for initial installations of Hubs.
- 13.5. Each Public Entity Party agrees to waive all of its applicable permit fees for Deactivations, De-Installations, reinstallations or relocations requested by utilities, the Participating Agency or other public agencies.
- 13.6. Each Public Entity Party agrees to waive all of its applicable permitting fees for operations during the Pilot Period.

- 13.7. Nothing in this Agreement shall be construed as a waiver of any local law, rule or regulation of each Participating Agency or of each Participating Agency's right to require Operator to secure the appropriate permits or authorizations for Equipment installation on public sites.

SECTION 14.0 SITE PLANS ON PUBLIC PROPERTY

- 14.1. In connection with the submission of an application for a Site Permit for a Site on public property, Operator shall provide maps and/or photographs of such Site along with a Site Plan for approval by the applicable Participating Agency. No Hub on public property may be installed, re-installed or adjusted absent approval by the applicable Participating Agency of the Site Plan for such Hub and obtaining all applicable Site Permits required by such Participating Agency.
- 14.2. A Site Plan for Parking Spaces on public property shall conform with all elements and dimensions relevant to the Operator's siting needs and local requirements, including but not limited to Street Treatment Requirements, relevant utilities, doorways, street and sidewalk widths, relevant obstructions, latitude and longitude.
- 14.3. All work on public property performed by the Operator must conform to the Site Plan approved in connection with the issuance of a Site Permit and all other requirements of the Participating Agency.
- 14.4. In the event that changes to the Site Plan as so approved are required at the time of installation or Adjustment, Operator shall obtain written approval from the applicable Participating Agency for the necessary changes prior to such installation or Adjustment and provide such Participating Agency with an updated Site Plan reflective of the Hub's actual, approved and installed condition within 30 days of such installation or Adjustment.

SECTION 15.0 INFILL SITE SELECTION PROCESS

- 15.1. Infill siting may be desired after initial Site Plans are approved and may be required in, but not limited to, the following situations:
- 15.1.1. Operator approved Infill to address unmet demand,
 - 15.1.2. Operator approved Infill to address a request of the community or a Participating Agency.
- 15.2. Infill Siting proposals shall be reviewed initially by the Participating Agency where the Infill Siting is proposed, the Coordinating Agencies, and Operator. This process will include the Participating Agency and Operator meeting to review proposed sites in the area where Infill siting is desired and obtaining any necessary permits.

SECTION 16.0 PARKING, OPERATION, AND MAINTENANCE

- 16.1. Parking for Bicycles withing the system will be in Hubs and must:
- 16.1.1. Be accessible to the public 24 hours per day, 365 days per year, except in cases of special events or temporary construction; and, by mutual agreement of a Participating

Agency and Operator, Parking Spaces may be located in areas with less than 24 hour per day, 365 days per year access; and

- 16.1.2. Be located on sidewalks, streets, parks, other Participating Agency-owned property, other public property owned by public agencies or other public entities other than each Participating Agency, or private property.

16.2. Operation

- 16.2.3. Real-time System Information - Operator will provide a system to track Bicycles and station occupancy status. Operator will populate an interactive map with location and real-time status of Bicycles throughout Service Area along with optional address and directions, and transit information.

- 16.2.4. Customer Service - Operator will provide responsive and customer-friendly Services that encourage repeat use, including timely response to complaints. At a minimum, system users should be able to report system comments and complaints to Operator using a telephone hotline, a system website with a comment form or email address, and via Program smart-phone apps. All system Equipment shall contain a conspicuously posted telephone number and instructions for filing a complaint.

- 16.2.5. Call Center - Operator shall provide to Coordinating Agencies, Participating Agencies, all subscribers, and the public at large, a telephone number for Operator's call center. The call center shall be in continuous operation 24 hours per day, 7 days per week, and 365 days per year. Operator shall conspicuously post a notice on each bike and online advising the general public that they may direct their questions, complaints, and comments to the Operator's call center. Operator shall ensure that the call center can handle calls in English and Spanish using operators fluent in those languages. The operators at the call center shall be fully competent and knowledgeable to answer questions and provide information concerning, among other things, subscription process, subscription prices, billing, crashes, comments, complaints, malfunction problems, location of Stations, direction to the nearest Station that has Bicycles available for use and/or available parking for returns. The call center manager shall be knowledgeable about all the Service Areas. The call center operators shall keep accurate and complete written records of each such call in a Customer Service Log as hereinafter required, including the primary reason for each call and the status of the call (e.g., "no further action", "requires reimbursement").

- 16.2.6. E-mail Response Time - Not less than 95% of emails to Operator's public information email address must be responded to within 1 business day.

- 16.2.7. System Balancing - Operator will monitor the location of each Bicycle and, if applicable, the status of each parking location. Operator will continuously and predictably redistribute Bicycles so that the system provides users with consistent availability of bikes throughout the Service Area and consistent availability of spaces in which to park a Bicycle at the end of a Trip. Operator shall respond to and relocate, retrieve, or remove any misparked Bicycles. Consistent redistribution will occur based on usage patterns to ensure equally balanced Hubs.

16.3. Maintenance

16.3.8. Operator will regularly inspect, maintain and repair Equipment to keep the system and the Bicycles in continuous compliance with all local regulations, partner contracts (e.g. property owner agreements, sponsor agreements, etc.) and warranty requirements. System maintenance shall include preventive maintenance, inspection and prompt repair or replacement of all system hardware and Software elements including but not limited to terminals, signs, Bicycles, Bicycle components, concrete or asphalt beneath stations if mutually agreed upon by Parties. It will also include inspecting, cleaning and removing graffiti from system structures on a timely basis, as well as removal of debris in and around the system structures.

SECTION 17.0 HUB DEACTIVATION, RELOCATION, DE-INSTALLATION, REINSTALLATION, AND ADJUSTMENT

- 17.1. Hub Deactivations as requested by a Participating Agency, may be done on a temporary basis with a minimum of 15 days' notice to the Operator and Coordinating Agencies with a request for a specific time for Deactivation and Reactivation; provided, however, that Hub Deactivation in the case of emergency or danger to public health is not subject to the advance notice requirement.
- 17.2. Operator shall reactivate a Hub within 24 hours after the temporary need for Hub Deactivation. Hub Deactivations for Public Safety Emergencies shall be reactivated within 72 hours after the end of the emergency condition, as determined by the affected Participating Agency or Cities.
- 17.3. All Adjustments from the initial Hub installations shall meet the requirements of this Agreement, unless otherwise agreed to in writing by Operator and the applicable Participating Agency.
- 17.4. Any Adjustments to accommodate changing conditions must be agreed upon by the applicable Participating Agency, Coordinating Agencies, and Operator.
- 17.5. Operator shall have the right to adjust or relocate Underperforming Hubs after consulting the Technical Advisory Working Group to ensure the overall distribution meets the Program requirements and adequate notification to the public is made, and Operator obtains a permit for the new location mutually agreed upon by the applicable Participating Agency, Coordinating Agencies, and Operator.
- 17.6. If Operator requests to permanently relocate a Hub, Operator shall:
 - 17.6.1. Produce metrics to assess the existing Hub's productivity. Metrics may include, but are not limited to overall Program Density and geographic extent, Hub Usage, maintenance reports, and history of public comments; and
 - 17.6.2. Provide the Participating Agency with a minimum of 3 months of metric data and any resulting analysis supporting the proposed Hub relocation.

- 17.7. Operator, after consulting with the applicable Participating Agency, shall conduct any necessary planning, design, outreach, and permit process prior to any Hub Relocation, Deactivation, De-installation, or Adjustments.
- 17.8. Upon termination of the Program or a termination of Participating Agency's participation in the Program, Operator shall remove all Equipment in the affected Jurisdiction(s) within 15 days of the date the Operator received notification.
- 17.9. Nothing in this Agreement shall be construed as a waiver or release of the rights of each Participating Agency in and to its own property or its regulatory authority.
- 17.10. Operator shall maintain a fee schedule for any fees charged to Participating Agencies for De-Installations, reinstallations, adjustments, and temporary relocations at the request of the Participating Agency. The fee for Hub De-Installation shall cover the cost of relocating the Hub on a temporary basis and the cost of reinstalling the Hub. Operator shall provide the fee schedule to Participating Agencies within five business days of any update. Operator may not charge fees for Hub De-Installations, or Hub Adjustments related to public works, public safety emergencies, or relocation of a Hub at the election of the Operator. Operator may not charge fees for temporary Hub Deactivations requested by Participating Agencies. Operator fees as of March 2021 are provided below.

Action	Cost (Rack-Based Hub)	Cost (Virtual Hub)	Notes
Deinstallation	\$1,000 per Hub with 10 bike racks (or less)	\$500 per 10-bike (or smaller) Virtual Hub	Includes cost of relocating the Hub on a temporary basis and the cost of reinstalling the hub
Adjustment	\$200 per Hub with 10 bike racks (or less)*	\$100 per 10-bike (or smaller) Virtual Hub	Ex. Adding or removing bike racks at an existing Hub location; expanding or shrinking the footprint of an existing Virtual Hub location *Note: Additional station equipment is not included in this rate, but available for purchase if racks being adjusted are not reallocated from another Hub location

SECTION 18.0 NOTIFICATIONS REGARDING HUB DEACTIVATION, RELOCATION, DE-INSTALLATION, REINSTALLATION, ADJUSTMENT, AND SERVICE INTERRUPTIONS

- 18.1. Except for any situation involving an immediate threat to public health, safety or welfare as determined in the sole discretion of the Participating Agency, any requests from a Participating Agency for Hub Deactivation, Hub Installation, De-installation, or Hub Adjustment must be sent to Operator and Coordinating Agencies in writing with a minimum of 15 days' notice prior to the requested date. Any such notice shall include a proposed schedule for each location for all

instances of Hub Deactivation, Hub Installation or Hub Adjustment required. In the event that the Participating Agency determines that there is a need for Hub Deactivation, Hub Installation or Hub Adjustment in order to address an immediate threat to public health, safety or welfare, the Participating Agency shall notify Operator as soon as possible and shall work with Operator to try to identify an alternative Site.

- 18.2. Operator must confirm the schedule, in writing, with its plans for each instance at least 4 days before the action occurs.
- 18.3. Operator will provide notice to Coordinating Agencies, Participating Agencies, and members of any temporary, foreseeable, service interruptions or temporary closures of the bike share system or Hub Deactivation with at least 24 hours' notice.

SECTION 19.0 MERCHANDISING, LICENSING, AND INTELLECTUAL PROPERTY

- 19.1. If Operator and/or any of its affiliates, business partners or sublicensees desires to use, during the Term, the trademarks, logos, service marks, and other intellectual property rights of Coordinating Agencies and/or the Participating Agencies, then prior to any such use, Operator and its affiliates, business partners, and sublicensees, as applicable, shall request permission for such use and, in the event such permission is granted, shall enter into a non-exclusive license agreement with Coordinating Agencies and/or any of the Participating Agencies to use, during the Term, such trademarks, logos, service marks, and other intellectual property rights.

SECTION 20.0 MARKETING

- 20.1. Participating Agencies shall cooperate with Coordinating Agencies and Operator in execution of the outreach and marketing plan. Participating Agencies shall be available to review and contribute to the development and maintenance of a master contact list for outreach to stakeholders.

SECTION 21.0 RESERVED TO THE PARTICIPATING AGENCIES

- 21.1. The Participating Agencies hereby withhold authorization from the Coordinating Agencies to make any and all of the following decisions or take any and all of the following actions:
 - 21.1.1. The decision to approve or deny any required permit and/or impose any fees;
 - 21.1.2. The decision to require the Operator to undertake any Hub-Deactivation(s), De-Installation(s), Re-Installment(s), or Adjustment(s);
 - 21.1.3. The decision to determine an immediate threat to the public health, safety or welfare in that Participating Agency's Jurisdiction;
 - 21.1.4. The decision to expand the Program within the borders of a Participating Agency unless otherwise approved by the Participating Agency; and
 - 21.1.5. Any other exercise of the municipal police power not otherwise enumerated above.

- 21.2. Decisions and actions to be taken by a Participating Agency under this Agreement are expressly and specifically reserved to such Participating Agency.

SECTION 22.0 RESOLUTION OF DISPUTES BETWEEN OPERATOR AND THE PARTICIPATING AGENCIES UNDER THIS AGREEMENT

- 22.1. In the event of a dispute between or among Operator and/or Coordinating Agencies and/or a Participating Agency or Agencies arising under this Agreement or with respect to the Program, such dispute shall be addressed and resolved as follows (the “Dispute Resolution Process”):
- 22.1.1. Coordinating Agencies’ Program Managers and Participating Agency’s Program Managers, as applicable, assigned to the Program and Operator’s General Manager of the Program, or their respective delegates, shall meet, within 10 days after receipt by disputing Party(ies) of notification from the other Party(ies) of such dispute, to negotiate in good faith in order to try to resolve such dispute (the date of the first such meeting, or the expiration of such 10-day period if the meeting is not timely held, being the “Initial Meeting Date”). If such Persons fail to resolve such dispute within 15 days after the Initial Meeting Date, then the Executive Directors of SCTA, TAM and/or the equivalent executive-level personnel of the Participating Agency, as applicable, and the CEO of Operator shall meet promptly and negotiate in good faith in order to resolve such dispute. If such Persons fail to resolve such dispute within 30 days after the Initial Meeting Date, then such dispute shall be subject to mediation under Section 22.2. As used in this Section 22.1, a meeting may be held in Person, by conference call or by video conference. By agreement of all Parties to such dispute, any of the deadlines set forth in this Section 22.1 may be extended or shortened. The process described in this Section 22.1 shall be confidential and treated as a compromise negotiation for purposes of federal and State rules of evidence.
- 22.2. Upon the completion of the process in Section 22.1, the Parties may agree to engage in mediation to be administered by the American Arbitration Association (the “AAA”) in accordance with its Commercial Rules, or similar service. A request for mediation shall be made in writing, delivered to the other disputing part(ies) and filed with the applicable mediation service. Any disputing Party may submit such a request. The disputing Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Marin or Sonoma Counties as the Parties may otherwise agree. The disputing Parties shall be represented by individuals of their choosing. The mediation process shall be confidential and treated as a compromise negotiation for purposes of federal and State rules of evidence.
- 22.3. If mediation fails to resolve a dispute, then the exclusive forum for resolving such dispute shall be any State or federal court sitting in Marin County, California or in Sonoma County, California except as otherwise provided in the last sentence of Section 10.5.

SECTION 23.0 ASSIGNMENT BY OPERATOR

- 23.1. Operator has the right to assign this Agreement, including the rights, benefits and obligations of Operator hereunder to a successor entity who acquires Operator, in whole or in part. In such case, successor entity shall automatically succeed to Operator's interest under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Operator named herein and the respective permitted successors and assigns of the Operator named herein.

APPENDIX A

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

SONOMA COUNTY TRANSPORTATION AUTHORITY (SCTA) (Contact Signature)

TRANSPORTATION AUTHORITY OF MARIN (TAM) (Contact Signature)

CITY OF SANTA ROSA (Contact Signature)

CITY OF ROHNERT PARK (Contact Signature)

CITY OF COTATI (Contact Signature)

CITY OF PETALUMA (Contact Signature)

CITY OF NOVATO (Contact Signature)

CITY OF SAN RAFAEL (Contact Signature)

CITY OF LARKSPUR (Contact Signature)

SONOMA-MARIN AREA RAIL TRANSIT (SMART) (Contact Signature)

GOLDEN GATE BRIDGE HIGHWAY AND TRANSPORTATION DISTRICT (GGBHTD) (Contact Signature)

BOLT MOBILITY (Contact Signature)

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Item 10- Attachment B



Marin-Sonoma Bike Share Pilot Program

TAM Board Meeting
April 22, 2021

Bike Share Pilot Program Goals



- Support transit ridership by providing new first and last mile option from SMART stations and major bus hubs
- Support VMT and GHG reduction goals
- Support economic development
- Provide additional low-cost transportation option for the public
- Support reduced automobile dependency and healthy lifestyles



Grant Framework

- Joint Marin (TAM) and Sonoma (SCTA) program oversight
- Focused around SMART stations and key destinations, including downtowns, employment centers
- 7 cities along the SMART Corridor included in the grant program
- Participating agencies include Santa Rosa, Rohnert Park, Cotati, Petaluma, Novato, San Rafael, Larkspur, SMART, Golden Gate Transit, and may expand to include additional partners
- Network established through technical analysis, input from Working Group and public engagement

Process to Date

Grant Award from MTC	SCTA/MTC Funding Agreement & SCTA/TAM Cooperative Agreement	Contractor Procurement & Selection	Begin Partner Coordination and Program Planning	Planned Launch
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2017

2018

2019

2020

2021

Pilot Program Specifics



- Bolt Mobility, LLC
- 300 e-bikes
- 3-year pilot program
- Station-based system
 - Modular bike racks and virtual parking hubs (bollards and pavement decals)
- Smart bicycles – locate with app
 - Unlock with smartphone or RFID card
 - Members can link Clipper® card to ride profile to unlock
- Pricing and memberships include
 - Pay as you go
 - Monthly
 - Bulk purchase
 - Student
 - Bolt Equity Program

GOTCHA BIKE 4.0

POWERED BY **BOLT**

SPECIFICATIONS

MOTOR	350W
TYPE	Mid-drive pedal assist
BATTERY	14Ah
CHARGER	110-120v
MAX SPEED	20mph
RANGE	22miles
CHARGING TIME	6-8 hours
SIZE	L 70in, W 28in, H 43in
WHEELS	Magnesium Alloy Wheels
TIRE TYPE	Solid Dual tires
PAYLOAD	275 lbs
WEIGHT	68 lbs
MOTOR	350W



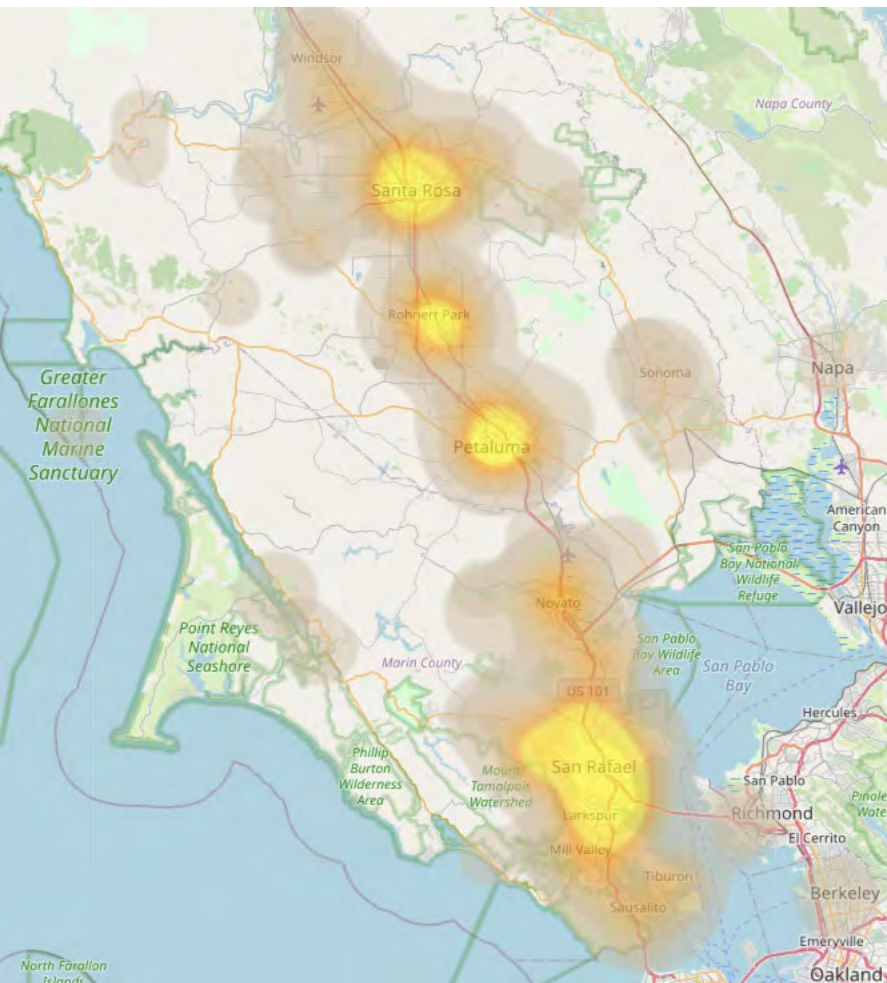
Coordination Agreement



- Defines roles and responsibilities of Participating Agencies, Operator, and Coordinating Agencies (SCTA and TAM) for coordination, permitting, data sharing, notices, site plans, parking, operation, maintenance, insurance, indemnification, etc.
- Draft has been reviewed by legal counsels of all parties to agreement



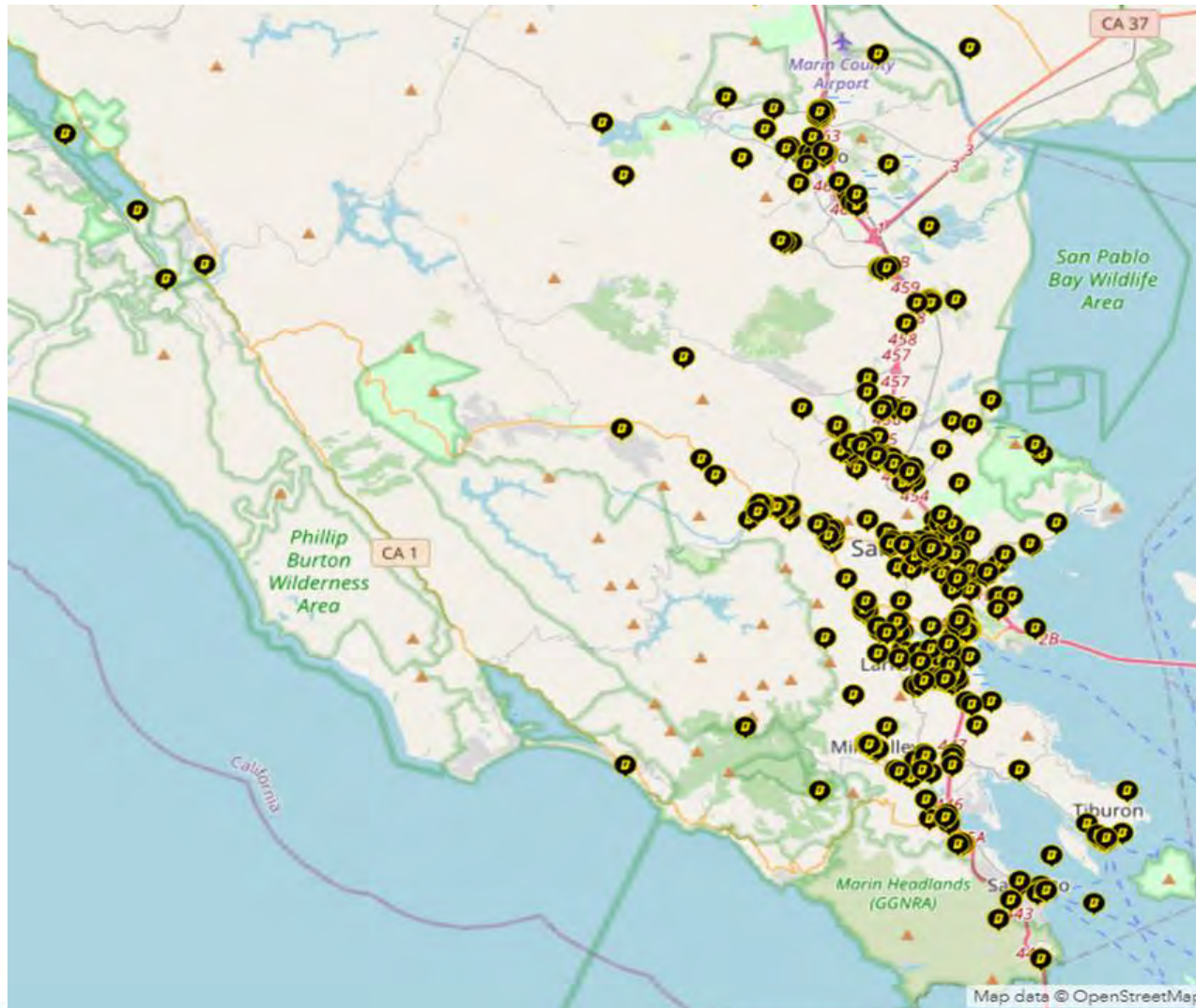
Public Survey



- Distributed through email, newsletters, and social media platforms
- Open February 23 through March 19
- 489 individual survey submissions
- 1141 geolocation submissions



Public Survey Geolocations



Summary of Next Steps



- Execution of Coordination Agreement
- Participating Agencies obtain approval for operations
- Confirm zones of interest for hub locations and bicycle distribution
- In-field site planning and permitting
- Locate local warehouse space, begin local hiring process
- Push website live, implement marketing campaign
- Install station equipment, prepare bicycles for service, activate customer service support
- Hold launch events

Action for Today

- Requesting TAM Board to authorize the Executive Director to execute the Draft Marin-Sonoma Bike Share Program Coordination Agreement.



Item 10 - Attachment B

Thank You

Scott McDonald

TAM Senior Transportation Planner