

DEPARTMENT OF PUBLIC WORKS

Quality, Excellence, Innovation

Raul M. Rojas
DIRECTOR

September 17, 2019

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Marin County Board of Supervisors
3501 Civic Center Drive
San Rafael, CA 94903



SUBJECT: Agreement between the County and Transportation Authority of Marin (TAM) for \$68,000 in Measure A funds for Drake Avenue/Cole Drive Pedestrian Improvements (Marin City) – Supervisorial District 3

Accounting

Dear Board Members:

Airport

RECOMMENDATIONS: 1) Authorize the President to Execute the Agreement for Measure A funds for the Drake Avenue/Cole Drive Pedestrian Improvements (Marin City) in the amount of \$68,000 and; 2) Authorize the Director of Finance to increase appropriations and revenue per the Fiscal Impact section.

Building Maintenance

Capital Projects

SUMMARY: The County was awarded a Lifeline Transportation Program (LTP) grant by TAM for pedestrian improvements at the intersection of Drake Avenue and Cole Drive in Marin City. The project will provide new sidewalks, curb ramps, crosswalks, and a rapid-flash warning beacon (RRFB).

Certified Unified Program
Agency (CUPA)

Communications
Maintenance

County Garage

Disability Access

Engineering & Survey

Flood Control &
Water Resources

Land Development

The funds originally awarded for this project and a similar project in San Rafael were derived from State Transit Assistance (STA) funds, for which neither the County nor City of San Rafael are eligible recipients. Under a fund exchange proposal developed by TAM, the County's and San Rafael's STA funding allocations would be transferred to Marin Transit, and an equivalent amount of Marin Transit's Measure A Sub-strategy 1.1 allocation would be transferred to the County and San Rafael. The fund exchange proposal was approved by TAM, Marin Transit, and Metropolitan Transportation Commission earlier this year. As a result, the \$68,000 funding allocation for the Drake/Cole project is now derived from Measure A Sub-Strategy 1.1 funds.

Purchasing

Real Estate

Reprographic Services

Road Maintenance

Stormwater Program

Transportation &
Traffic Operations

Waste Management

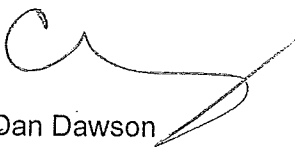
FISCAL IMPACT: There will be no increase to the General Fund net County cost as a result of this action. Approval will increase the Road & Bridge Program (Fund 1430) by \$85,700 which is 79% grant funded by the Transportation Authority of Marin. The local match of 21% is available in current year Accessibility Project (Fund 1420) in the amount of \$17,700 for total project cost of \$85,700. Request the board approve the transfer of \$17,700 from (Fund 1420) to Road & Bridge (Fund 1430).

10.31

REVIEWED BY:

<input checked="" type="checkbox"/>	County Administrator	<input type="checkbox"/>	N/A
<input checked="" type="checkbox"/>	Department of Finance	<input type="checkbox"/>	N/A
<input checked="" type="checkbox"/>	County Counsel	<input type="checkbox"/>	N/A
<input type="checkbox"/>	Human Resources	<input checked="" type="checkbox"/>	N/A

Very truly yours,


for Dan Dawson
Principal Transportation Planner

Attachments: 1. Funding Agreement between Transportation Authority of Marin and County of Marin

BA #: 370

Project Name: Cole at Drake Improvements

Project String: 41E202003

TAM AGREEMENT A-FY20-04

**FUNDING AGREEMENT
BETWEEN
TRANSPORTATION AUTHORITY OF MARIN
AND
COUNTY OF MARIN**

This AGREEMENT is made this 17th of September 2019, by and between the Transportation Authority of Marin, hereinafter referred to as "TAM", a local public agency, and the County of Marin, hereinafter referred to as "RECIPIENT", a local public agency.

SECTION 1. RECITALS

1. The voters of Marin County approved the authorization of Measure A at the General Election held on November 2, 2004, thereby authorizing that TAM be given the responsibility to administer the proceeds from a one-half cent transaction and use tax.
2. The tax proceeds will be used to pay for the programs and projects outlined in TAM's Expenditure Plan.
3. TAM has developed a Strategic Plan to provide guidance on implementing the Measure A Expenditure Plan.
4. The Strategic Plan programs Measure A funds over a 20 year period to the four strategies listed in the Expenditure Plan, including Strategy 1, Local Bus Transit, with Sub-strategy 1.1, Local Bus Transit Service, Sub-strategy 1.2, Rural Bus Transit System, Sub-strategy 1.3, Special Needs Transit System, and Sub-strategy 1.4, Bus Transit Facilities.
5. Measure A funds for Strategy 1, Local Bus Transit, are programmed under the Strategic Plan Update to Marin Transit for local bus transit projects and programs.
6. Marin Transit annually submits an allocation request form to TAM for Measure A funds for activities outlined in the Expenditure Plan, including funds in FY 19/20 for Sub-strategy 1.1.
7. On June 28, 2018, the TAM Board adopted a program of projects for the Fifth Cycle Lifeline Transportation Program (LTP) that included \$68,000 for Marin County's Drake Avenue/Cole Drive Pedestrian Improvements and \$248,000 to the City of San Rafael for the Canal Neighborhood Uncontrolled Crosswalk Improvement Project.
8. The funds programmed to Marin County and the City of San Rafael projects were State Transit Assistance (STA) funds that are intended for transit operations and Marin County and the City of San Rafael are ineligible direct recipients of STA funds.
9. Marin Transit is an eligible recipient of STA funds and has agreed to exchange Sub-strategy 1.1 Measure A funds for the same amount of STA funds in FY 19/20.
10. Under fund exchange proposal, Marin Transit would receive up to \$316,000 in STA funds directly from the Metropolitan Transportation Commission (MTC) and Marin County and the City of San

9/17/9
CB3

Rafael would receive up to \$68,000 and \$248,000, respectively, in Sub-strategy 1.1 Measure A funds from TAM.

11. The fund exchange proposal was approved by the TAM Board on April 25, 2019, Marin Transit Board of Directors on April 1, 2019, and MTC on July 25, 2018.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

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

SECTION 3. PROJECT DEFINITION AND SCOPE

This AGREEMENT, approved through TAM Resolution No. 2019-09, in accordance with the requirements of TAM's Measure A Expenditure Plan and Strategic Plan, is made for the funding of the following project ("PROJECT") identified in the RECIPIENT's Project Information Sheet (Attached):

Drake Avenue/Cole Drive Pedestrian Improvements

Additional information on PROJECT's scope is included in the Project Information Sheet, referenced as Exhibit A.

SECTION 4. GRANT

TAM hereby grants to the RECIPIENT up to \$68,000.00 in Measure A funds, approved July 8, 2019 by the TAM Board. This amount is contingent on the final collection of STA funds by Marin Transit. RECIPIENT would be reimbursed the same amount of STA funds collected by Marin Transit from MTC for the Lifeline Transportation Program Cycle 5 for this PROJECT.

SECTION 5. COST ELIGIBILITY

Cost eligibility shall be determined by TAM's Strategic Plan policies. All costs incurred by RECIPIENT prior to the date of TAM Board approval shall be ineligible for reimbursement by TAM.

While the costs of the PROJECT shall be eligible for reimbursement in accordance with the terms of this AGREEMENT, the timing and amount of reimbursement will be subject to a TAM allocation, based on available revenues, other anticipated project requests, and project category and subcategory limits established in the Strategic Plan and Expenditure Plan. Any waiver of cost eligibility policies must be included in RECIPIENT's Project Information Sheet as approved by TAM.

SECTION 6. BUDGET AND SCOPE

RECIPIENT shall maintain a project budget. RECIPIENT shall carry out the PROJECT and shall incur obligations against and make disbursements of the grant in conformity with TAM's requirements and the budget. The project budget may be revised from time to time through the submission of a revised budget to TAM.

RECIPIENT may not make any changes to the scope of the PROJECT without prior written approval of TAM. Approval by TAM of a change of scope shall not constitute an increase in the grant amount unless additional funds are specifically provided.

SECTION 7. PROJECT MANAGEMENT

RECIPIENT shall be responsible for the project and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget, consistent with TAM's resolution allocating the grant unless otherwise agreed upon in writing.

SECTION 8. PROJECT OVERSIGHT

RECIPIENT shall cooperate with TAM's project management team and shall provide any requested project information.

SECTION 9. ATTRIBUTION AND SIGNAGE

If any portion of grant funds is used for production of reports, acknowledgment of the TAM's role in funding the PROJECT shall be included in the documents. If any portion of grant funds is used for construction, RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying Measure A Local Transportation Sales Tax Funds and TAM (e.g., TAM and RECIPIENT's logos – "Your Measure A Sales Tax Dollars at Work"). For non-construction capital purchases funded by any portion of grant funds, RECIPIENT shall affix permanent signage identifying TAM and the Sales Tax Funds as a funding source. RECIPIENT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of Measure A reimbursement for project expenses.

SECTION 10. PRESS RELEASES

RECIPIENT shall notify TAM in advance of any press releases about PROJECT activities, particularly groundbreakings and ribbon cuttings, in connection with grant funds expended pursuant to this AGREEMENT.

SECTION 11. COMPLIANCE WITH LAW

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

SECTION 12. ENVIRONMENTAL COMPLIANCE

RECIPIENT shall undertake all environmental mitigation measures that may be identified as commitments in applicable documents (such as environmental assessments, environmental impact statements and reports, and memoranda of agreement) and comply with any conditions imposed as a part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in this AGREEMENT by reference. Recipient shall be responsible for obtaining all necessary environmental permits for performance of work.

SECTION 13. FINANCES

All costs charged to the project shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges and the basis for the percentage charged to TAM.

SECTION 14. RECORDS

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

SECTION 15. REIMBURSEMENTS

Payment shall be made by TAM for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of this AGREEMENT. Payment to RECIPIENT of the grant shall be upon written approval by TAM, upon submittal by RECIPIENT of appropriate support documentation and identification of expenses incurred.

Reimbursements shall not exceed the schedule shown in the Measure A Sales Tax Program Project Information Sheet - Fiscal Year Cash Flow Availability. RECIPIENT may make a request for exceptions in writing. Exceptions may be made at the sole discretion of TAM. Reimbursement requests, with appropriate documentation, may be submitted on a regular basis but no more frequently than monthly.

Each reimbursement request shall include RECIPIENT'S certification that the amounts sought are only for project elements included in the Project Information Sheet, and that RECIPIENT is in compliance with TAM's requirements mentioned in this AGREEMENT.

SECTION 16. ELIGIBLE EXPENSES

RECIPIENT shall expend funds only on eligible expenses as follows: operating costs, direct staff time (salary and benefits), consultants; right of way engineering and acquisition costs (including permitting), and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense. Funds shall also be expended according to the applicable provisions of the Expenditure Plan and of the Public Utilities Code Section 180000 et seq.

SECTION 17. AUDITS

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

SECTION 18. THIRD PARTY CONTRACT AUDITS

TAM reserves the right to request an audit of other third party contracts for any reason. If RECIPIENT is subject to third party financial audit requirements imposed by another funding source in connection

with projects covered under this AGREEMENT, copies of audits performed in fulfillment of such requirements shall be provided to the TAM.

SECTION 19. CLOSEOUT PROCEDURES AND PROJECT CLOSEOUT REPORT

Project closeout occurs either when TAM notifies RECIPIENT of the Project closeout or forwards to RECIPIENT the final grant payment. RECIPIENT shall provide to TAM a Project Report as shown in Exhibit B with the final reimbursement request.

Upon request by TAM or discovery by RECIPIENT, after the Project completion date or termination by TAM, RECIPIENT shall submit third party audit reports, as well as a certified financial statement identifying all ineligible expenditures, which the RECIPIENT shall be required to refund, in the event that ineligible expenditures were reimbursed with funds from this AGREEMENT.

Project closeout shall not terminate any continuing obligations imposed on the RECIPIENT by this AGREEMENT. Final reimbursement will be in accordance with TAM policies and procedures. RECIPIENT shall provide supporting documentation for expenditures and revenues from its accounting and financial management system.

SECTION 20. REPAYMENT OF INELIGIBLE COSTS

TAM reserves the right to offset RECIPIENT payback of ineligible costs against future grant approvals for this PROJECT or other projects in the Expenditure Plan for which RECIPIENT is the sponsoring agency.

SECTION 21. RIGHT TO WITHHOLD

If the project report containing all of the items listed in the Project Information Sheet is not provided to TAM specified in the Project Information Sheet and/or such items are found not to be in compliance with this AGREEMENT, Public Utilities Code Section 180000 et seq., the ballot measure or the Strategic Plan, TAM may withhold FUNDS from RECIPIENT until RECIPIENT has corrected any noted deficiencies to TAM's satisfaction. While FUNDS are being so withheld all interest on withheld FUNDS shall be retained by TAM as an administrative fee.

SECTION 22. RESCISSION OF AUTHORIZATION OF FUNDS

TAM reserves the right to rescind its authorization of that portion of the grant funds that are unneeded prior to, or at the time of, project closeout. Funds are determined to be unneeded if they are uncommitted at time of project closeout. Uncommitted funds are funds that have been authorized but are in excess of that total eligible costs incurred by RECIPIENT.

SECTION 23. TERMINATION FOR CAUSE

Except as provided by Section 24 below, RECIPIENT agrees that, upon ten (10) working days written notice, TAM may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Expenditure Plan or Measure A Sales Tax Program, unauthorized use of grant funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the project shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, RECIPIENT will repay TAM any unexpended funds already distributed.

SECTION 24. CORRECTION OF BREACH

Notwithstanding the provision of Section 23 above, with respect to any breach, which is reasonably capable of being cured, RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure or by a time established in writing by TAM.

SECTION 25. LIABILITY

Neither TAM nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, authority, or obligation delegated to RECIPIENT under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold TAM harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work or obligation delegated to RECIPIENT under this AGREEMENT.

Neither RECIPIENT nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or obligation delegated to TAM under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, TAM shall fully defend, indemnify and hold RECIPIENT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring in by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or obligation delegated to TAM under this AGREEMENT.

In the event of concurrent negligence of RECIPIENT and TAM, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

SECTION 26. OBLIGATIONS

TAM agrees that any eligible cost incurred by RECIPIENT prior to the termination of this AGREEMENT shall be reimbursed to the extent that such costs could not be avoided by RECIPIENT upon receipt of notice of termination.

SECTION 27. INTEGRATION

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

SECTION 28. AMENDMENT

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

SECTION 29. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of TAM. None of RECIPIENT'S agents or employees are agents or employees of TAM.

SECTION 30. ASSIGNMENT

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

SECTION 31. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

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

SECTION 32. EXPENSES

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

SECTION 33. SEVERABILITY

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

SECTION 34. EXHIBIT

The following Exhibits are hereby made part of this AGREEMENT:

1. EXHIBIT A: Projects Information Sheet
2. EXHIBIT B: Project Closeout Form
3. EXHIBIT C: TAM Resolution 2019-09

SECTION 35. ACCEPTANCE OF GRANT

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

County of Marin:

By: Kathrin Sears

Kathrin Sears
President, Board of Supervisors

Print Title

Transportation Authority of Marin (TAM):

By: _____,
Executive Director

Approved as to form (optional):

By: _____
County of Marin, Attorney

Print Name

Exhibit A

Lifeline Transportation Program Cycle 5 Project Information Sheet

A. GENERAL PROJECT INFORMATION

1. Project Sponsor

Name of the organization Marin County Department of Public Works
Contact person Bob Goralka, Principal Civil Engineer
Address 1600 Los Gamos Drive
 San Rafael, CA 94903
Telephone number 415-473-3076
E-mail address rgoralka@marincounty.org

2. Project Type: *Check one.* ☐ Operating ☒ Capital ☐ Both

3. Project Name: Drake Avenue/Cole Drive Pedestrian Improvements

4. Brief Description of Project (50 words max.):

Pedestrian crossing improvements including installation of rapid-flash pedestrian warning beacon, sidewalk improvements, and enhanced crosswalk markings at an intersection that provides connectivity from a large public housing complex to transit, community facilities, neighborhood shopping, and other residential areas.

5. Budget Summary:

	Amount (\$)	% of Total Project Budget
Amount of Lifeline funding requested:	68,000	79%
Amount of local match proposed:	17,700	21%
Total project budget:	85,700	100%

B. PROJECT NARRATIVE

Project Need/Goals and Objectives

1. The proposed project is a component of a project category identified through development of the community's CBTB, most recently updated in 2015. The project category of Improved Pedestrian Paths and Lighting ranked third based on the CBTP's scoring criteria. This location is a major access point between the southern residential area of the community and the community's shopping center, school, community center, and a major transit connection for both Golden Gate Transit and Marin Transit. Proposed improvements will provide a high-visibility marked crosswalk, sidewalk improvements, and a rapid-flash beacon to facilitate safe crossing of Drake Avenue which currently does not have traffic controls or calming features for Drake Avenue motorists.

Exhibit A

Lifeline Transportation Program Cycle 5 Project Information Sheet

2. This location is a key access point between the southern bowl of the community which is comprised of housing units managed by the Marin Housing Authority. MHA manages a 300-unit mid-rise apartment style housing complex and several townhouse and garden apartment style units, nearly all south and east of Drake Avenue. Many in these housing units do not have personal vehicles and thus walk or are transit dependent. Surveys conducted as part of the CBTP found that Marin City 67% of Marin City residents walk for utilitarian purposes every day and 50% use transit. The proposed project improves safety and access to community facilities and resources, and the community's major transit hub for those working or seeking services outside of the community. As a permanent capital installation, it will continue to provide benefits to the community well into the future.
3. The project will include the installation of a Rapid-Flashing Beacon for the new Drake Avenue crosswalk. The beacon is button-activated by pedestrians and initiates a high-visibility flashing beacon warning motorists that a pedestrian is in the crosswalk. Rapid-flashing beacons have been shown to decrease the incidence of pedestrian/vehicle collisions by flashing only when activated by pedestrians, instead of constant flashing operation of typical warning beacons which can give pedestrians a false sense of safety.

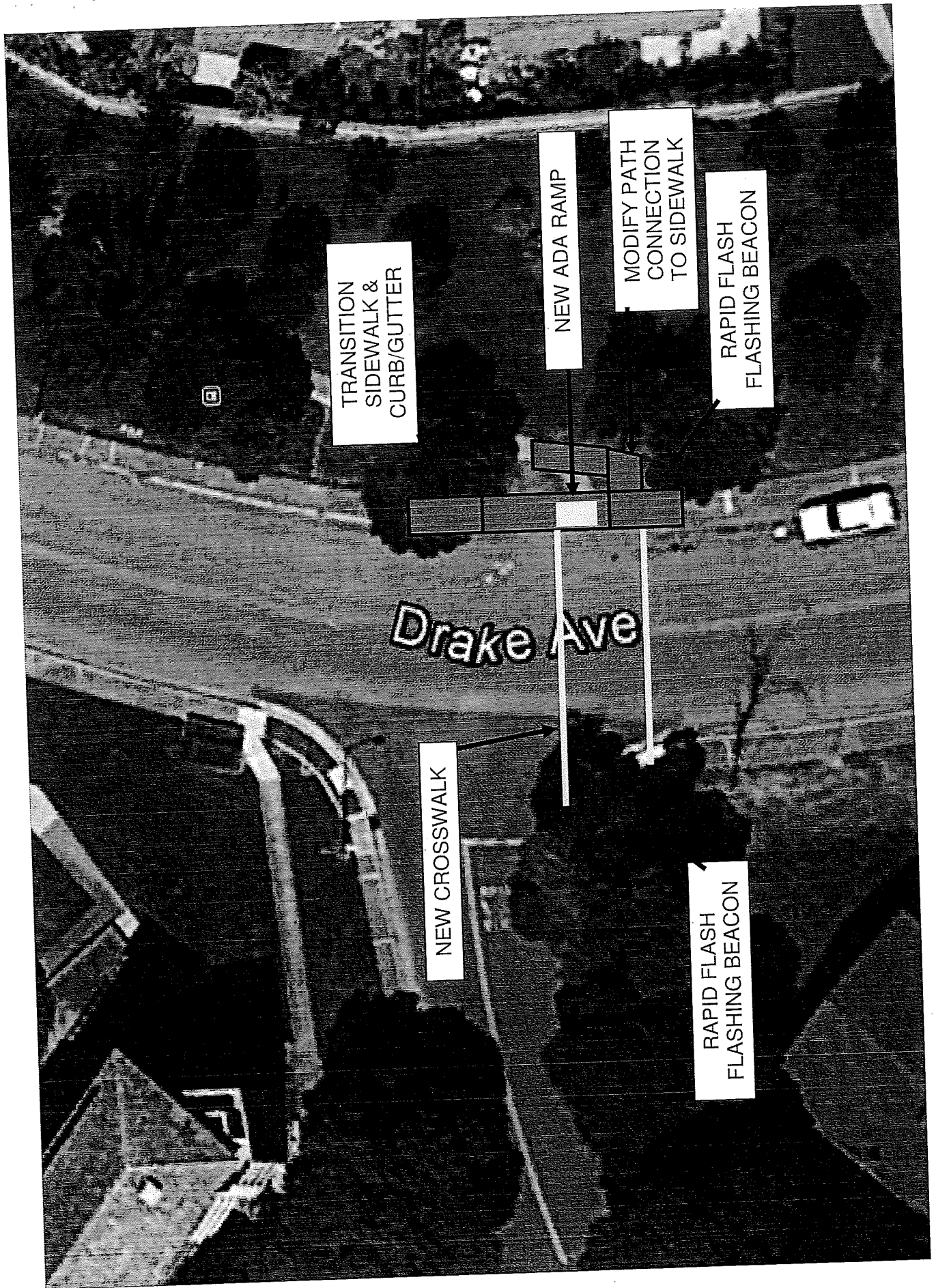
C. BUDGET

1. Detailed Engineer's Estimate and project budget attached.

REVENUE	Year 1	Year 2	Year 3	TOTAL
Lifeline Program Funds	\$ 68,000			\$ 68,000
Marin County General Fund	\$ 17,700			\$ 17,700
				\$ -
TOTAL REVENUE	\$ 85,700	\$ -	\$ -	\$ 85,700
EXPENDITURES ¹	Year 1	Year 2	Year 3	TOTAL
Operating Expenses (list by category)	\$ -			\$ -
Capital Expenses (list by category)	\$ 85,700			\$ 85,700
				\$ -
				\$ -
TOTAL EXPENSES	\$ 85,700	\$ -	\$ -	\$ 85,700

¹ If the project includes indirect expenses, the applicant must have a federally approved indirect cost rate.

2. N/A. The facility and intersection will be maintained by the Marin County Department of Public Works as part of its routine maintenance operations.



TRANSITION
SIDEWALK &
CURB/GUTTER

NEW ADA RAMP

MODIFY PATH
CONNECTION
TO SIDEWALK

RAPID FLASH
FLASHING BEACON

Drake Ave

NEW CROSSWALK

RAPID FLASH
FLASHING BEACON

Exhibit B

Project Closeout Report (sample format) (Due with final reimbursement request)

Final amount spent on this study, including non-Measure A funds:

Describe any significant scope changes from the Project Information Sheet, if any:

Were there any public ceremonies? If so, list dates:

Provide copies of any press releases or public announcements issued:

Provide a copy of the completed study:

If project was approved or accepted by the Board of Supervisors, list date:

Exhibit C

TAM RESOLUTION NO. 2019-09

RESOLUTION OF THE TRANSPORTATION AUTHORITY OF MARIN ALLOCATING \$19,204,063 IN MEASURE A AND MEASURE AA TRANSPORTATION SALES TAX (TST) FUNDS TO MARIN TRANSIT FOR IMPLEMENTING STRATEGY 1 OF THE MEASURE A STRATEGIC PLAN AND CATEGORY 4 OF THE MEASURE AA STRATEGIC PLAN TO SUPPORT AND MAINTAIN LOCAL BUS TRANSIT FOR FISCAL YEAR 2019/20 AND FACILITATE FUNDING EXCHANGE WITH STATE TRANSIT ASSISTANCE FUNDS FROM LIFELINE CYCLE 5

WHEREAS, The voters of Marin County approved the authorization of Measure A and Measure AA at General Elections held on November 2, 2004 and November 6, 2018, respectively, thereby authorizing that TAM be given the responsibility to administer the proceeds from a one-half cent transaction and use tax (Transportation Sales Tax or TST); and

WHEREAS, The TST proceeds will be used to pay for the programs and projects outlined in TAM's Measure A and Measure AA Expenditure Plans; and

WHEREAS, TAM has developed Measure A and Measure AA Strategic Plans to provide guidance on implementing the Expenditure Plans; and

WHEREAS, The Measure A and Measure AA Strategic Plan programs TST funds to projects and programs listed in the Expenditure Plan, including Strategy 1 under Measure A and Category 4 under Measure AA for local transit services; and

WHEREAS, Marin Transit has developed a Short-Range Transit Plan (SRTP) and will update it every two years with public input, to evaluate all transit investments based on performance measurement and to specify projects and programs that carry out goals and objectives of the Expenditure Plan; and

WHEREAS, The SRTP correlates specific programs and projects to the Strategic Plan; and

WHEREAS, TST funds for public bus transit are programmed under the Strategic Plans to Marin Transit for supporting and maintaining the local bus transit system that meets the need of the local community; and

WHEREAS, Marin Transit submitted an allocation request for \$19,204,063 in TST funds to implement projects and programs under Strategy 1 and Category of the respective TST Strategic Plans and assist in the funding exchange of Lifeline Cycle 5 funds; and

WHEREAS, The allocation request of \$19,204,063 includes \$6,404,063 in Measure A funds and \$12,800,000 in Measure AA funds

WHEREAS, Marin Transit agreed to a funding exchange to allow TAM to divert a total of \$316,000 in Measure A Strategy 1.1 funds to Lifeline Cycle 5 recipients and using \$75,151 in Measure A Strategy 1.1 funds for School Transportation Service in Novato after receiving \$391,151 in State Transit Assistance (STA) funds from Lifeline Cycle 5; and

WHEREAS, This funding exchange between Lifeline Cycle 5 STA funds and Measure A funds was approved by the Marin Transit Board on April 1, 2019 and the TAM Board on April 25, 2019; and

WHEREAS, Of the total amount of \$391,151 in exchanged funds, \$68,000 will be allocated to Marin County for the Drake/Cole Pedestrian Project, \$248,000 will be allocated to the City of San Rafael for the Canal Neighborhood Crosswalk Improvement Project, and \$75,151 will be used by Marin Transit for the School Transportation Service in Novato; and

WHEREAS, The \$75,151 in STA funds assigned to Marin Transit for the School Transportation Service in Novato will be exchanged internally by Marin Transit with Measure A Strategy 1.1 funds; and

WHEREAS, After facilitating the funding exchange, Marin Transit will use \$6,012,912 in Measure A funds to invest in two sub-strategies: local bus transit system and bus transit facilities and \$12,800,00 in Measure AA funds to invest in four sub-categories: local transit service, rural and recreational services, services for those with special needs, and transit services for schools, as defined and proportioned in the respective Expenditure Plans, Strategic Plans and Short-Range Transit Plan; and

WHEREAS, This allocation is consistent with the Measure A and Measure AA Strategic Plans; and

WHEREAS, There are sufficient funds in TAM's FY 19/20 budget to cover the proposed action; and; now, therefore, be it

RESOLVED, That the Transportation Authority of Marin does hereby approve the allocations of \$6,088,063 in Measure A funds and \$12,800,000 in Measure AA funds to Marin Transit to implement Strategy 1 of the Measure A Strategic Plan, School Transportation Service in Novato, and Category 4 of the Measure AA Strategic Plan for the period July 1, 2019 to June 30, 2020 in accordance to the attached allocation request form; and be it further

RESOLVED, That the Transportation Authority of Marin does hereby approve the allocations of \$68,000 in Measure A funds to Marin County for the Drake/Cole Pedestrian Project and \$248,000 in Measure A Funds to San Rafael for the Canal Neighborhood Crosswalk Improvement Project; and be it further

RESOLVED, That the Transportation Authority of Marin finds the allocation of funds to be in conformance with the priorities and funding levels established in the respective Expenditure Plans and Strategic Plans; and be it further

RESOLVED, That the Transportation Authority of Marin hereby authorizes the actual expenditure (cash reimbursement) of funds for these activities to take place subject to the Fiscal Year Cash Flow Distribution Schedules detailed in the attached Allocation Request Form; and be it further

RESOLVED, That as a condition of this authorization for expenditure, the Executive Director shall impose such terms and conditions as are necessary for the project sponsor to comply with applicable law and adopted Authority policies and execute Funding Agreements with the project sponsors to that effect; and be it further

RESOLVED, That as a condition of this authorization for expenditure, the referenced project sponsors shall provide the Authority with any other information it may request regarding the use of the funds hereby authorized.


PASSED AND ADOPTED at a regular meeting of the Transportation Authority of Marin held on the 8th day of July 2019, by the following vote:

AYES: Commissioners: Arnold, Beckman, Cleveland-Knowles, Colbert, Connolly, Fredericks, Goddard, Hillmer, Lucan, Moulton-Peters, Phillips, Rice, Rodoni, Sears

NOES: Commissioners: None

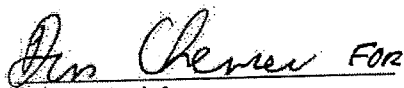
ABSENT: Commissioners: Campbell, Kuhl

ABSTAIN: Commissioners: None



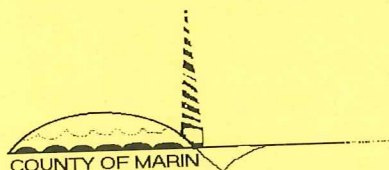
Judy Arnold, Chair
Transportation Authority of Marin

ATTEST:



Dianne Steinhauser
Executive Director

- x Agreement folder
- x Tickler File
- x Dan Dawson/Rafael Tellez-Talavera-DPW



MEMORANDUM

MARIN COUNTY BOARD OF SUPERVISORS

TO: Dan Dawson

FROM: Nancy Henderson (x7332)

DATE: September 17, 2019

RE: **Agenda Item CB-3**
BOS Meeting of 9/17/19

CB-3 Request to (a) authorize President to execute agreement with the Transportation Authority of Marin ("TAM"), in the amount of \$68,000, for Measure A funds for the Drake Avenue/Cole Drive Pedestrian Improvements (Marin City); and (b) approve related budget actions as detailed in staff report dated September 17, 2019.

Attached are the following documents related to the above-captioned item:

- 1 stamped "approved" copy of the corresponding board letter.
- 1 copy of the agreement entitled "Funding Agreement between Transportation Authority of Marin and County of Marin."

Since the Board of Supervisors is considered the official repository for all documents, **please return one original copy of the signature page (attached) after it has been fully executed.**

Thank you.

SECTION 35. ACCEPTANCE OF GRANT

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

County of Marin:

By: Kath Sears

Kathrin Sears
President, Board of Supervisors

Print Title

Approved as to form (optional):

By: _____
County of Marin, Attorney

Print Name

Transportation Authority of Marin (TAM):

By: _____
_____, Executive Director

