




**Agenda Item No: 4.d**  
**Meeting Date: August 21, 2023**

<b>SAN RAFAEL CITY COUNCIL AGENDA REPORT</b>	
<b>Department: City Manager's Office</b>	
<b>Prepared by: Bernadette Sullivan, Senior Management Analyst</b>	<b>City Manager Approval:</b> _____ 

**TOPIC: TRANSPORTATION AUTHORITY OF MARIN (TAM) FEE AGREEMENT**

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FEE AGREEMENT BETWEEN THE TRANSPORTATION AUTHORITY OF MARIN (TAM) AND MARIN COUNTY, TOWNS AND CITIES**

**RECOMMENDATION:**  
Adopt the resolution authorizing the City Manager to execute a fee agreement between the Transportation Authority of Marin (TAM) and Marin County, Towns and Cities.

**BACKGROUND:**  
The Transportation Authority of Marin (TAM) serves as the Congestion Management Agency (CMA) for the County of Marin and all local jurisdictions within Marin County. Since the formation of the CMA, these jurisdictions have made annual, formula-based fee contributions to TAM, based on their population and proportionate share of lane miles. This is the same formula used by TAM to distribute local streets and road infrastructure funds under the Measure A/AA ½-Cent Transportation Sales Tax Program (currently about \$6.5 million annually for all Marin agencies) as well as for the bike/pedestrian improvement funds under the Measure B Vehicle Registration Funds (currently about \$700,000 annually for all Marin agencies).

In fiscal year 2005-06, with the full start of the Measure A ½-Cent Transportation Sales Tax program/projects, the total fee for all Marin jurisdictions was increased to \$430,000 (from \$350,000) annually to help cover the cost of additional functions TAM took on both as the CMA and the sales tax administration agency of Marin, and to provide the matching funds needed for various grant sources. The fee was maintained at \$430,000 for 10 years, until 2015, when all local Marin jurisdictions agreed to a temporary 30% (\$129,000 per year) increase over a 5-year period, to support several critical county-wide transportation efforts. The temporary increase took effect in fiscal year 2015-16 and expired in fiscal year 2019-20. The fee was then reduced and held at \$500,000 for two years in recognition of the fiscal impacts due to the COVID-19 pandemic.

The Marin jurisdiction fees fund TAM to perform several important countywide functions, including but not limited to:

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**FOR CITY CLERK ONLY**

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

**SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2**

- Support Marin agencies on existing and new funding programs with applications and fund monitoring
- Develop and maintain a TAM Demand Model (travel model)
- Support traffic monitoring and reporting
- Develop and implement the TAM Strategic Vision Plan/Countywide Transportation Plan
- Support Marin agencies in project delivery with Caltrans and Metropolitan Transportation Commission requirements
- Support Marin agencies in public outreach efforts
- Provide support to Marin agencies on ongoing programs, such as electric vehicle program, Marin Commutes program, and Connect2Transit program.

**ANALYSIS:**

TAM and the Marin Manager’s Association, comprised of all City and Town Managers, recently worked together to reach a long-term fee structure agreement. This agreement aims to stabilize revenues while making the amounts predictable for all parties and reducing the administration of determining fee levels each year. The new long-term fee structure begins with a \$550,000 base amount for fiscal year 2022-23 (retroactive) which increases annually by the Bay Area Consumer Price Index (CPI). The base amount for all Marin jurisdictions for the current fiscal year 2023-24 is \$576,950. As noted in the table below, the fiscal year 2023-24 amount for the City of San Rafael is \$114,368.

The proposed agreement would commit the City to the terms of the funding agreement for a 5-year period, beginning 2022-23 (Attachment # 2). Following that 5-year period, the parties would review, and may renegotiate, the terms of the agreement.

**FISCAL IMPACT:**

Under the funding agreement, each Marin jurisdiction would pay TAM their share of the total annual fee contribution to perform several countywide functions. For fiscal year 2023-24, the total base fee is \$576,950 and the City’s contribution to the base fee is \$114,368.

Each jurisdiction’s fee contribution is calculated based on 50% of that agency’s proportion of the County’s population and 50% of that agency’s proportion of the County’s total lane miles as follows:

$$\text{MARIN AGENCY Share Percentage} = (0.50 \times (\text{MARIN AGENCY Population} / \text{Total Countywide Population})) + (0.50 \times (\text{MARIN AGENCY Lane Miles} / \text{Total Countywide Lane Miles}))$$

The table below shows the fiscal year 2023-24 base fee for all Marin jurisdictions and each agency’s fee contribution amount to the base fee. The base fee will be adjusted annually in accordance with the Bay Area CPI. Each jurisdiction’s share of the fee will be calculated annually based on what is used in the most recent TAM Measure A/AA Sales Tax Strategic Plan for local streets and road funding distribution.

**TAM FY2023-24 City/County Fee Schedule:**

<b>Agency</b>	<b>% Share</b>	<b>FY2023-24 Fee</b>
Belvedere	1.0%	\$5,611
Corte Madera	3.7%	\$21,264
Fairfax	2.8%	\$15,983
Larkspur	4.1%	\$23,544
Mill Valley	5.5%	\$31,784
Novato	17.9%	\$103,476
Ross	1.0%	\$5,663

**SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 3**

San Anselmo	4.4%	\$25,600
San Rafael	19.8%	\$114,368
Sausalito	2.7%	\$15,833
Tiburon	3.4%	\$19,501
County	33.7%	\$194,334
<b>Total</b>	<b>100.0%</b>	<b>\$576,950</b>

**OPTIONS:**

The City Council has the following options to consider on this matter:

1. Adopt the resolution.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

**RECOMMENDED ACTION:**

Adopt the resolution authorizing the City Manager to execute a fee agreement between the Transportation Authority of Marin (TAM) and Marin County, Towns and Cities.

**ATTACHMENTS:**

1. Resolution
2. City/County Fee Agreement Between Transportation Authority of Marin and Marin County, Towns and Cities

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL  
AUTHORIZING THE CITY MANAGER TO EXECUTE A FEE AGREEMENT  
BETWEEN THE TRANSPORTATION AUTHORITY OF MARIN (TAM) AND MARIN  
COUNTY, TOWNS AND CITIES**

**WHEREAS**, the Transportation Authority of Marin (TAM) serves as the Congestion Management Agency (CMA) for Marin County; and

**WHEREAS**, in order to support the essential functions carried out by TAM, all local jurisdictions in Marin, including the County of Marin, have been making an annual formula-based City/County fee contribution to TAM that is calculated based on 50% population and 50% lane miles shared; and

**WHEREAS**, the annual formula-based City/County fee contribution is the same formula used for TAM to distribute local streets and road infrastructure funds under the Measure A/AA ½-Cent Transportation Sales Tax Program; and

**WHEREAS**, beginning in fiscal year (FY) 2005-06 and for a period of 10 years, the City/County fee was set at \$430,000 annually to help cover the cost of additional functions TAM took on both as the CMA and the sales tax administration agency of Marin, and to provide the matching funds needed for various grant sources; and

**WHEREAS**, in 2015, all local jurisdictions agreed to a temporary 30% (\$129,000 per year) increase over a 5-year period, to support several critical county-wide transportation efforts. The temporary increase took effect in FY 2015-16 and expired in FY2019-20 when it was then reduced and held at \$500,000 for two years; and

**WHEREAS**, this fee agreement establishes a long-term fee structure intended to stabilize the revenues, make the amounts predictable for all parties, and reduce the administration of determining a level each year, by setting a base fee to increase each year by the Consumer Price Index (CPI) and establishing each member's share of the base fee to be calculated annually based on what is used in the most recent TAM Measure A/AA Sales Tax Strategic Plan for local streets and road funding distribution; and

**WHEREAS**, the agreement commits the City and all other parties to the terms of the funding agreement for a 5-year period, beginning retroactively to FY2022-23; and

**WHEREAS**, for current fiscal year FY2023-24, the total base fee is \$576,950 and San Rafael's fee contribution to the base fee is \$114,368.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of San Rafael does hereby authorize the City Manager to execute the *TAM Agreement A-FY23-03, City/County Fee Agreement Between Transportation Authority of Marin and Marin County, Towns, and Cities*, attached to the staff report submitted with this Resolution.

I, Lindsay Lara, City Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council held on the 21<sup>st</sup> day of August 2023, by the following vote, to wit:

AYES:           COUNCILMEMBERS:  
NOES:           COUNCILMEMBERS:  
ABSENT:        COUNCILMEMBERS:

\_\_\_\_\_  
Lindsay Lara, City Clerk

**TAM AGREEMENT A-FY23-03**

**CITY/COUNTY FEE AGREEMENT  
BETWEEN  
TRANSPORTATION AUTHORITY OF MARIN  
AND  
MARIN COUNTY, TOWNS, AND CITIES**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, by and between the Transportation Authority of Marin, hereinafter referred to as "TAM," and Marin County, hereinafter referred to as "COUNTY," Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon, hereinafter referred to as "TOWNS," and Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito, hereinafter referred to as "CITIES." The COUNTY, TOWNS, and CITIES are collectively hereinafter referred to as "MARIN AGENCIES" and individually hereinafter referred to as "MARIN AGENCY."

**SECTION 1. RECITALS**

1. To support the essential functions that TAM conducts as the Congestion Management Agency (CMA) and County Transportation Agency (CTA) for Marin, MARIN AGENCIES contribute annual formula-based (calculated based on 50% population and 50% lane miles share) fee to TAM, as agreed upon by the Marin Managers Association (MMA) on behalf of MARIN AGENCIES.
2. The annual formula-based fee is known as the City/County fee.
3. In FY2005-06, the City/County fee was increased to \$430,000 from \$350,000 annually to defray additional costs for TAM to administer the new voter-approved Measure A Transportation Sales Tax measure while continuing to perform existing CMA and CTA functions for local jurisdictions.
4. The annual City/County fee of \$430,000 was maintained until FY2015-16, when local jurisdictions agreed to a temporary 30% increase of \$129,000 annually for an increased annual amount of \$559,000, to support critical countywide transportation efforts.
5. The temporary increase of \$129,000 expired in FY2019-20.
6. Prior to the expiration of the temporary increase, TAM and MMA agreed to revise the total annual City/County fee to \$500,000 for FY2020-21 and FY2021-22 to alleviate burdens for local jurisdictions dealing with COVID pandemic issues, including the anticipated reduction in revenue collection.
7. During the budget and fee structure review process in 2022, TAM and MMA reached an agreement on a long-term fee structure with an annual City/County fee of \$550,000 base starting FY2022-23.
8. TAM and MMA also agreed that the annual City/County fee will be adjusted annually in accordance with the Bay Area Consumer Price Index (CPI) after FY2022-23.

**SECTION 2. PURPOSE OF FUNDING AGREEMENT**

This AGREEMENT is entered into by and between TAM and MARIN AGENCIES to specify the amount that each MARIN AGENCY is obligated to contribute to the City/County fee each year. The new City/County fee level established for FY2022-23 will be adjusted annually in accordance with the Bay Area CPI after FY2022-23.

**SECTION 3. SCOPE OF SERVICES**

TAM will perform services with the City/County fee including but not limited to the following:

- Support MARIN AGENCIES on existing and new funding programs with applications and fund monitoring
- Develop and maintain TAM Demand Model (travel model)
- Support traffic monitoring and reporting
- Develop and implement TAM Strategic Vision Plan/Countywide Transportation Plan
- Support MARIN AGENCIES in project delivery with Caltrans and Metropolitan Transportation Commission requirements
- Support MARIN AGENCIES in public outreach efforts
- Provide support to MARIN AGENCIES on ongoing programs, such as electric vehicle program, Marin Commutes program, and Connect2Transit program.

**SECTION 4. FEE AMOUNT**

Each MARIN AGENCY hereby agrees to pay TAM its share of the total annual fee contribution to perform tasks highlighted in SECTION 3. The share of each MARIN AGENCY’s fee contribution is calculated based on 50% population and 50% lane mile within the jurisdiction as follows:

$$\text{MARIN AGENCY Share Percentage} = [0.50 \times [\text{MARIN AGENCY Population} / \text{Total Countywide Population}]] + [0.50 \times [\text{MARIN AGENCY Lane Miles} / \text{Total Countywide Lane Miles}]]$$

The table below shows the base fee that all MARIN AGENCIES agreed to for FY2022-23. The amount will be adjusted annually in accordance with the Bay Area CPI after FY2022-23. The CPI calculation will be based on the Bureau of Labor Statics’ (BLS’s) “12-Month All Items Index, Not Seasonally Adjusted” data as of December of each prior year for the San Francisco Area. In the case the CPI as of December is negative, the total fee amount will stay flat for the upcoming year. Each member’s share of the fee contribution will be updated based on what is used in the most recent TAM Measure A/AA Sales Tax Strategic Plan for local streets and road funding distribution. The annual adjusted amounts will be provided to MARIN AGENCIES by April 30 of each year.

**FY2022-23 City/County Fee Schedule**

<b>Agency</b>	<b>% Share</b>	<b>FY2022-23 Fee</b>
Belvedere	1.0%	\$5,372
Corte Madera	3.7%	\$20,234
Fairfax	2.7%	\$15,123
Larkspur	3.9%	\$21,700
Mill Valley	5.6%	\$31,066
Novato	18.0%	\$99,253
Ross	1.0%	\$5,754
San Anselmo	4.4%	\$24,360
San Rafael	19.5%	\$107,377
Sausalito	2.8%	\$15,196
Tiburon	3.5%	\$19,094
County	33.7%	\$185,473
<b>Total</b>	<b>100.0%</b>	<b>\$550,000</b>

Each MARIN AGENCY shall only be responsible for paying its annual contribution amount. In the event that any MARIN AGENCY neglects or fails to pay the full amount due to TAM, TAM shall be responsible for collection of the amounts due from that MARIN AGENCY. In no event shall any MARIN AGENCY be responsible for paying any portion of another MARIN AGENCY's contribution amount or assist with collection of such amounts.

**SECTION 5. INVOICING**

After the adoption of TAM's annual budget each year, TAM shall submit an invoice to each MARIN AGENCY for the amount as described and specified in SECTION 4, including annual increase determined by the Bay Area CPI after FY2022-23. Payment shall be remitted to TAM within 30 days upon receipt of invoice.

**SECTION 6. TERMINATION**

This AGREEMENT shall be subject to review by TAM and all members of MARIN AGENCIES five (5) years after the date of execution. During the review, TAM and all members of MARIN AGENCIES agree to discuss the terms of the AGREEMENT and, if necessary, renegotiate one or more of the terms hereof. If TAM and all members of MARIN AGENCIES agree to modifications of this AGREEMENT, such modifications shall be incorporated herein by amendment.

This AGREEMENT will otherwise remain valid and enforceable until termination by mutual consent between TAM and all members of MARIN AGENCIES.

**SECTION 7. LIABILITY**

MARIN AGENCIES agree to defend, indemnify, and hold harmless TAM, its officers, employees, and agents, from any and all acts, claims, omissions, liabilities, and losses asserted by any third party arising out of the separate and individual acts or omissions of MARIN AGENCIES in connection with this AGREEMENT, except those arising by reason of the sole negligence of TAM, its officers, employees, and agents. Section 7 shall not be construed as a MARIN AGENCY agreeing to defend, indemnify, and hold harmless another MARIN AGENCY or MARIN AGENCIES.

TAM agrees to defend, indemnify, and hold harmless MARIN AGENCIES, their officers, employees, and agents, from any and all acts, claims, omissions, liabilities, and losses asserted by any third party arising out of acts or omissions of TAM in its obligations under this AGREEMENT, except those arising by reason of the sole negligence of MARIN AGENCIES, their officers, employees, and agents.

**SECTION 8. ACCEPTANCE OF AGREEMENT**

TAM and MARIN AGENCIES do hereby accept and agree 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**

**Transportation Authority of Marin (TAM):**

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

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

Anne Richman, Executive Director

\_\_\_\_\_  
Print Name and Title



**Town of Corte Madera**

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

\_\_\_\_\_  
Print Name and Title

**Town of Fairfax**

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

\_\_\_\_\_  
Print Name and Title

**Town of Ross**

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

\_\_\_\_\_  
Print Name and Title

**Town of San Anselmo**

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

\_\_\_\_\_  
Print Name and Title

**Town of Tiburon**

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

\_\_\_\_\_  
Print Name and Title

**City of Belvedere**

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

\_\_\_\_\_  
Print Name and Title

**City of Larkspur**

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

\_\_\_\_\_  
Print Name and Title

**City of Mill Valley**

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

\_\_\_\_\_  
Print Name and Title

**City of Novato**

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

\_\_\_\_\_  
Print Name and Title

**City of San Rafael**

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

\_\_\_\_\_  
Print Name and Title

**City of Sausalito**

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

\_\_\_\_\_  
Print Name and Title