

Title VI Implementation Plan

Title VI of the Civil Rights Act of 1964

Montgomery County Department of Transportation

Division of Transit Services



FY 2024-2026 Title VI Program Update

Adopted Date

March 2024

CONTENT

I. INTRODUCTION	1
II. OVERVIEW OF SERVICES	2
III. POLICY STATEMENT AND AUTHORITIES	9
IV. ORGANIZATION	11
V. OVERALL TITLE VI PROGRAM RESPONSIBILITIES	11
VI. PUBLIC OUTREACH AND INVOLVEMENT	15
VII. ENVIRONMENTAL JUSTICE (FOR ALL CONSTRUCTION PROJECTS).....	18
VIII. URBANIZED AREA CHECKLIST	19
IX. SERVICE DELIVERY AND PLANNING	20
X. Appendices	22
Appendix A – Title VI Assurances, Policy and Notice	22
Appendix B – Title VI Complaint Procedures and Form	25
Appendix C – Description of Title VI Investigations, Lawsuits and Complaints	30
Appendix D – Public Participation Plan	31
Appendix E – Language Assistance Plan	72
Appendix F – Minority Representation on Ride On Advisory Committees – August 2023	94
Appendix G – Title VI Policies	95
Appendix H – Title VI Policies Summary of Public Involvement Activities	99
Appendix I – Fare and Major Service Changes – FY 2021-2023	101
Appendix J - Title VI Monitoring Report	103
Appendix K - Non-discrimination Contract Clauses	131
Appendix L - FY22-23 Annual Transportation Plan Assurance	138

Appendix M - FY24-26 Annual Transportation Plan Reporting Form	161
Appendix N – Montgomery County Council Approval	163

I. INTRODUCTION

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 U.S.C. Section 2000d).

The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all program and activities of Federal-aid recipients, sub-recipients, and contractors whether those programs and activities are federally funded or not.

Recently, the Federal Transit Administration (FTA) has placed renewed emphasis on Title VI issues, including environmental justice in the transportation planning and programming, and providing meaningful access to persons with Limited English Proficiency.

Recipients of public transportation funding from FTA and the Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) are required to develop policies, programs, and practices that ensure that federal and state transit dollars are used in a manner that is nondiscriminatory as required under Title VI.

This document details how Montgomery County, Maryland incorporates nondiscrimination policies and practices in providing services to the public.



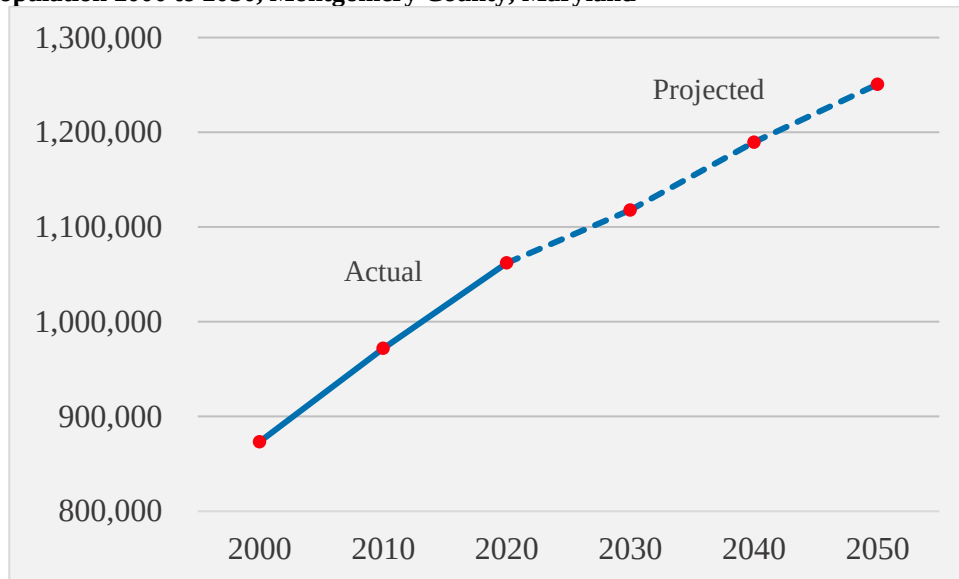
II. OVERVIEW OF SERVICES

A. Population and Demographic Information

Montgomery County is a Maryland suburb

Montgomery County is a Maryland suburb of Washington, DC located to the northwest of Washington, DC. It has been the most populous Maryland county since 1990, and ranks 2nd among the Washington D.C. region, second only to Fairfax County, Virginia. Montgomery County had a 2020 population of 1,062,061 – an 8.2 percent increase over the 2010 census figures.¹ It experienced a slight dip in population in 2021 to 1,054,827 but is still expected to continue adding population and increase by 17.8% in 2050.²

Figure 1: Population 2000 to 2050, Montgomery County, Maryland



Source: M-NCPPC, Montgomery Planning, Research and Strategic Projects

¹

<https://data.census.gov/table?q=Montgomery+County,+Maryland+population+2020&g=050XX00US24031&tid=DECENNIALPL2020.P1>

² <https://montgomeryplanning.org/wp-content/uploads/2023/06/Countywide-Round-10.0-Summary-Table.pdf>



Using the 2017-2021 U. S. Census American Community Survey 5-year estimates, Figure 2 shows the distribution of racial/ethnic minorities within Montgomery County.

Figure 2: Montgomery County Minority Population Concentrations

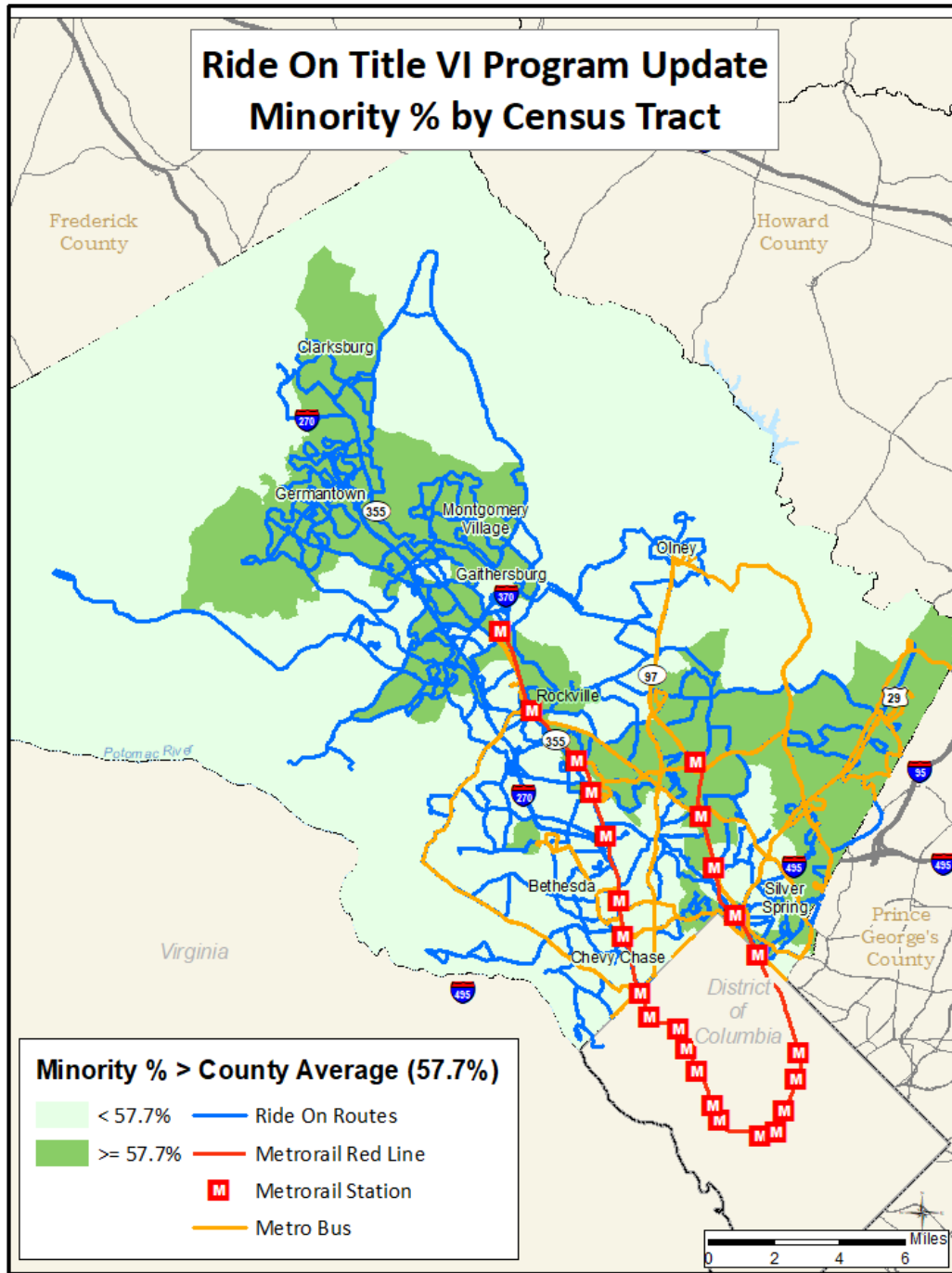
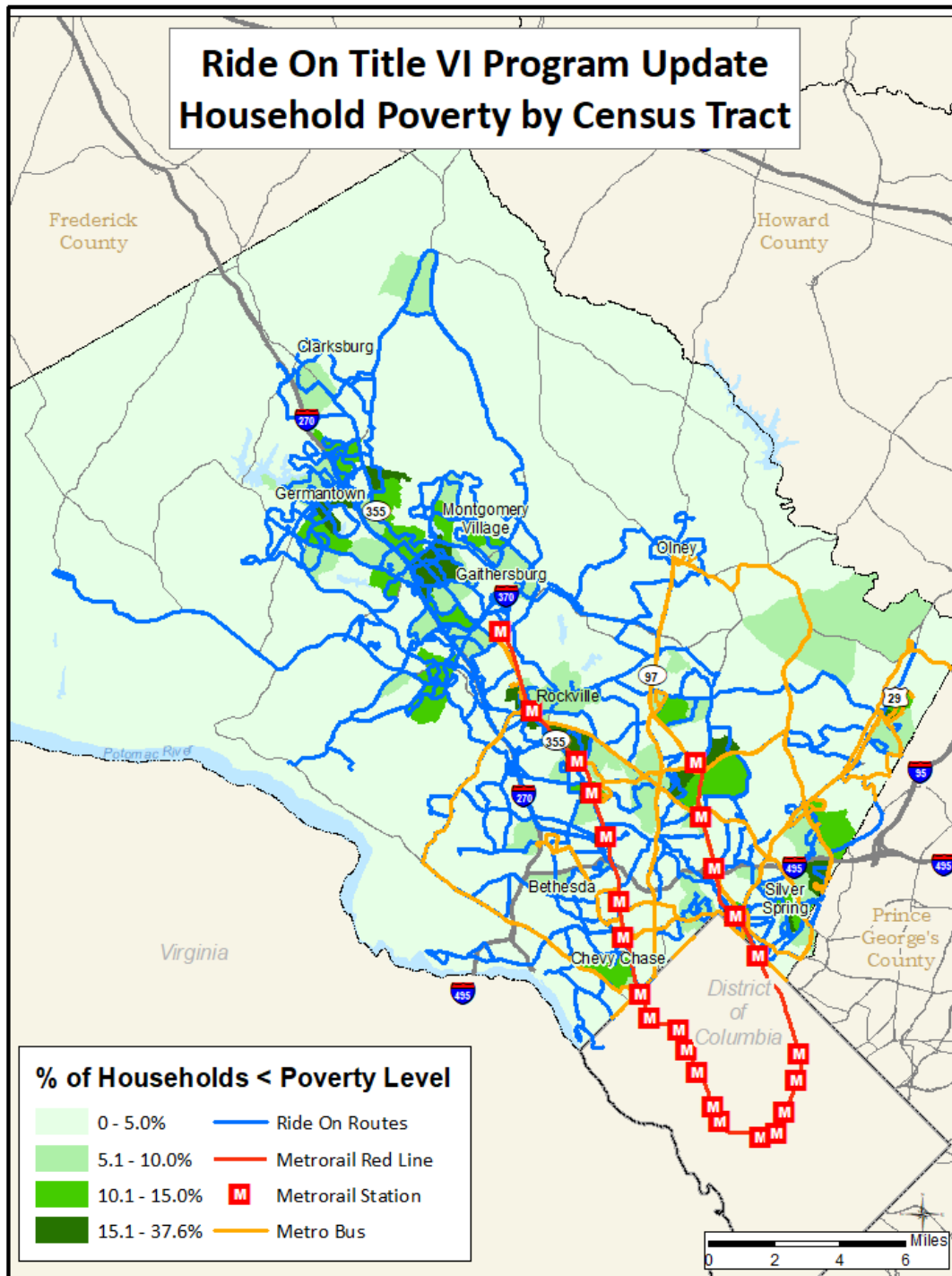


Figure 3 illustrates the low-income populations served by the Ride On and Metrobus transit services.

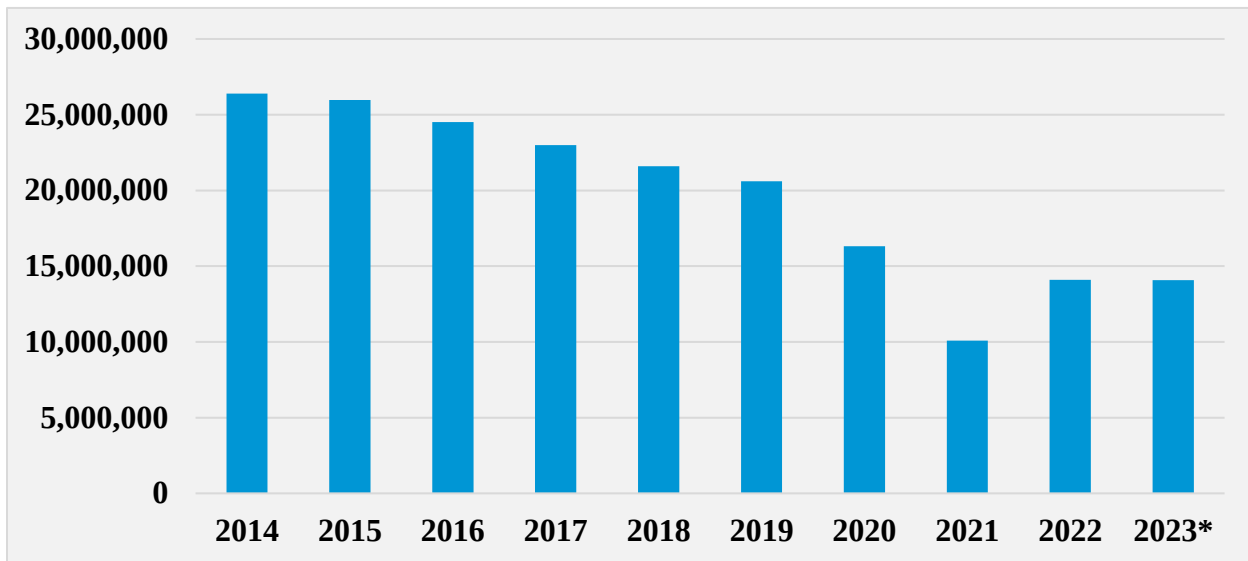
Figure 3: Montgomery County Low Income Population Concentrations



Public transportation in suburban Maryland is provided through partnerships between the Maryland Department of Transportation Maryland Transit Administration (MDOT MTA), the Washington Metropolitan Area Transit Authority (WMATA) and local jurisdictions including Montgomery and Prince George’s counties. Montgomery County is served by multiple transit agencies. The Washington Metropolitan Transit Authority (WMATA) provides rapid rail service with the Metrorail Red Line and local bus services on 25 Metrobus lines³. Through MDOT MTA, the MARC provides commuter rail services. The MDOT MTA Commuter Bus program also provides commuter bus services and Ride On provides local and express bus services.

The Ride On bus system is an integral part of the County’s infrastructure and resources. Ride On is the second largest bus operation in the state, next to Maryland Department of Transportation Maryland Transit Administration (MDOT MTA), and the second largest in the Washington Metropolitan Area. Since starting as a feeder bus service to Washington’s Metro, Ride On has grown to its current 284 vehicles in max service (VOMS) on 82 different bus routes.⁴ In FY 2023 Ride On operated 3,270 average weekday revenue hours and provided 46,800 average weekday passenger trips. Figure 4 shows Ride On Unlinked Passenger Trips (UPTs) from Fiscal Years 2014 – 2023.

Figure 4: Ride On Unlinked Passenger Trips 2014 to 2023



*June 2023 is estimated using May 2023 ridership

Source: National Transit Database, 2021 Time Series and 2023 Monthly Ridership

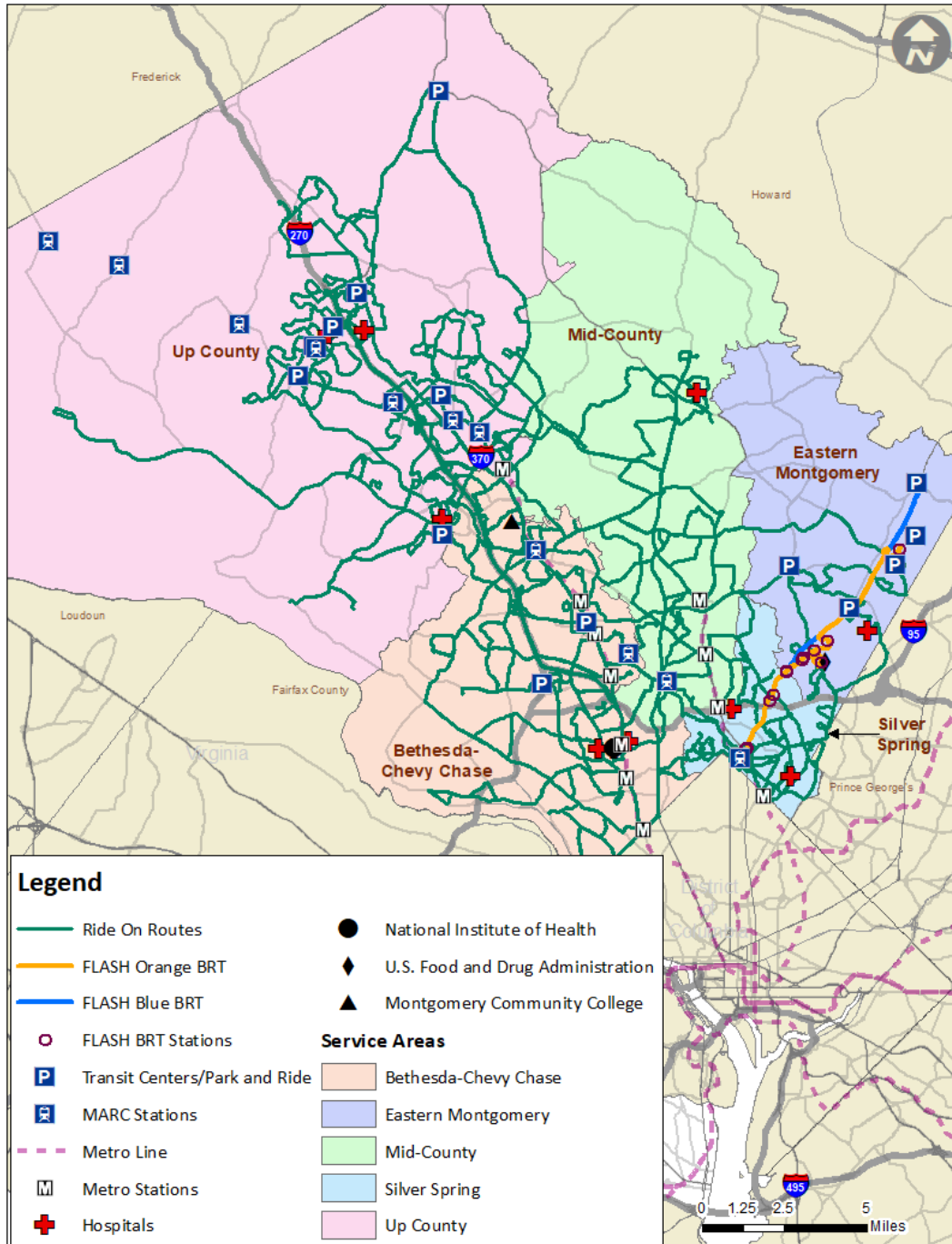
³ https://www.wmata.com/schedules/maps/upload/WEB_WMA_MAG_PG_21x34_230625.pdf

⁴ National Transit Database 2023 Monthly Ridership, VOMS table (April 2023)



Figure 5 shows a full map of the Ride On routes and other transit infrastructure in the County.

Figure 5: Montgomery County Transit Services 2023



B. Major Service Changes and Initiatives

Major service changes and initiatives that have been undertaken since the Title VI 2021 – 2023 Implementation Plan include:

- Restoration of all 24 Ride On bus routes temporarily eliminated in March 2020 due to the COVID-19 pandemic.
- Iterative restoration of much of the bus service reduced due to the COVID-19 pandemic. In FY23 all but twelve Ride On routes had 75% or more of their FY20 platform hours.
- Ride On Flex – resumed microtransit services on March 13, 2022. This had been temporarily suspended since March 19, 2020 due to COVID-19.
- Reduced Fare Rate – fare collection was resumed on all routes at a reduced rate of \$1.00 on August 1, 2022. Fares had been temporarily suspended on March 19, 2020 due to COVID-19. The reduced rate and resumption of fare collection was approved by the Montgomery County Council and County Executive Marc Elrich following the recommendations of a Fare Equity Study conducted by the Montgomery County Department of Transportation (MCDOT).
- The Ride On Flash BRT opened on October 14, 2020, with 12 stations along two lines (Blue and Orange) along US-29. Service operates at 15 minutes or better frequencies all day, and features off-board fare collection, all-door boarding, real-time signage, traffic signal priority at more than a dozen intersections, and upgraded bus stations. 16 sixty-foot articulated buses operate along the route, with many amenities such as wifi and charging ports. The project cost \$40 million, and ¼ of this was covered by a 2016 USDOT TIGER grant.
- 10 new battery electric buses were delivered on April 25, 2022, bringing Ride On's total to 14. The first four were purchased with funds from the FTA, and the next 10 were funded by the County. The County has committed to transitioning to entirely zero-emission vehicles by 2035.
- MCDOT was awarded \$15 million from the FTA's Bus Low and No-Emission Grant program on August 16, 2022. It will use this to purchase 13 hydrogen fuel cell buses and build a green hydrogen fueling station.
- Ride On Route 27 was added on July 17, 2022. It provides direct service between the Hillandale Transit Center and Adventist Healthcare White Oak Medical Center, and ends at the Tech Road Park and Ride. It launched as a seven-day route running from 5:30am to 8:00pm, with all day headways of 25 minutes.

C. Montgomery County Racial Equity and Social Justice Program

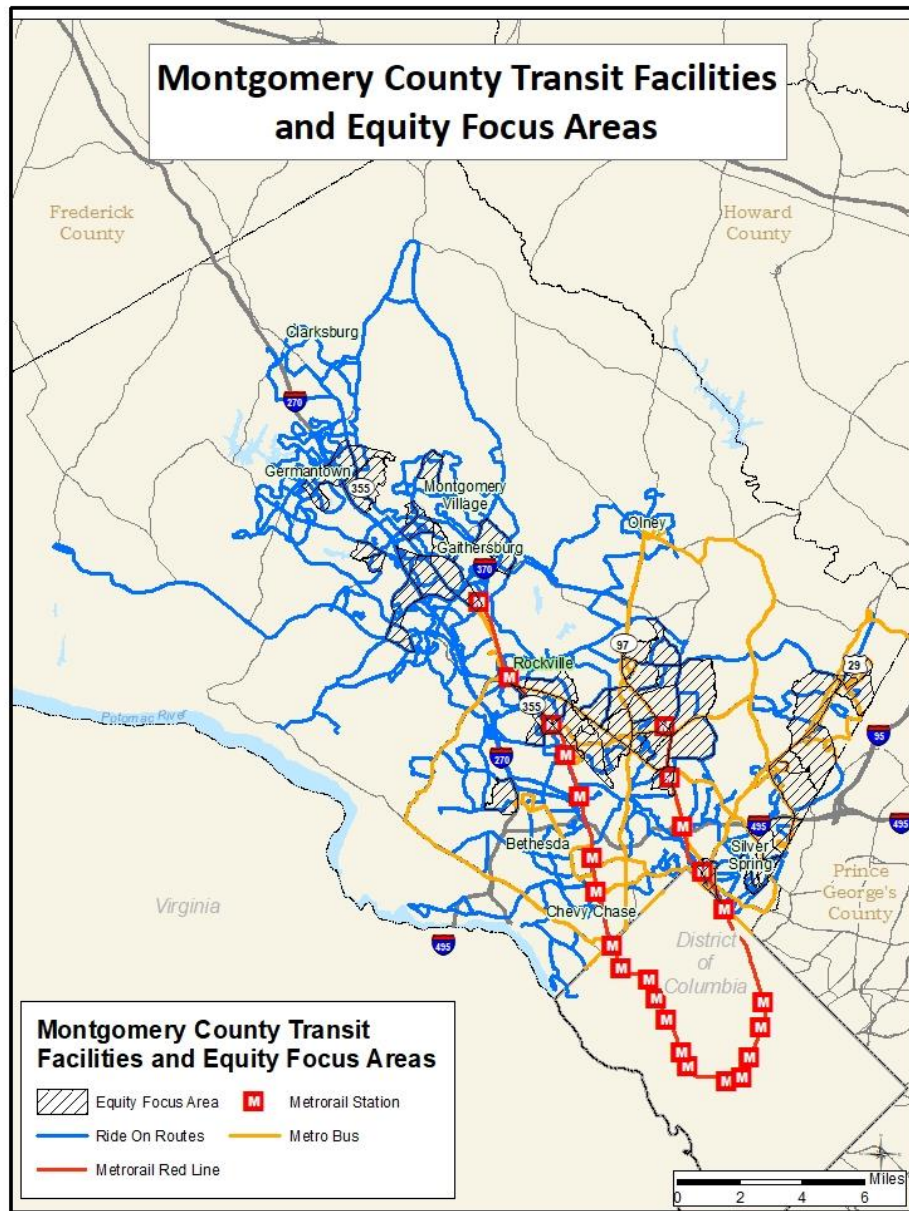
The Montgomery County Office of Racial Equity and Social Justice (ORESJ) is a county-wide office created in December of 2019 to help reduce and ultimately eliminate racial and other disparities experienced by residents of color across Montgomery County. ORESJ is an integral part of the County's budget process to ensure new and expansion services (operating & capital)



consider the racial impacts in the County's our decision-making process. Ride On will use the County's new Racial Equity and Social Justice initiative to augment its on-going Title VI Program and provide transit services that that benefit all community members and reduce or eliminate inequity.

To help focus the County's emphasis on racial equity and social justice, Montgomery County Planning developed **Equity Focus Areas** shown in Figure 6 which are characterized by high concentrations of lower-income people of color, who may also speak English less than very well.

Figure 6 Montgomery County Equity Focus Areas



III. POLICY STATEMENT AND AUTHORITIES

Title VI Policy Statement

Montgomery County, Maryland is committed to ensuring that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, whether those programs and activities are federally funded or not.

Montgomery County, Maryland's Title VI Manager is responsible for initiating and monitoring Title VI activities, preparing required reports, and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) Part 200, and Title 49 CFR Part 21.



03/08/2024

Signature of Authorizing Official

Date

Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (refer to 49 CFR Part 21). The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub recipients, and contractors, whether such programs and activities are federally assisted or not.

Additional authorities and citations include: Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d); Federal Transit Laws, as amended (49 U.S.C. Chapter 53 et seq.); Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601, et seq.); Department of Justice regulation, 28 CFR part 42, Subpart F, “Coordination of Enforcement of Nondiscrimination in Federally-Assisted Programs” (December 1, 1976, unless otherwise noted); U.S. DOT regulation, 49 CFR part 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964” (June 18, 1970, unless otherwise noted); Joint FTA/Federal Highway Administration (FHWA) regulation, 23 CFR part 771, “Environmental Impact and Related Procedures” (August 28, 1987); Joint FTA/FHWA regulation, 23 CFR part 450 and 49 CFR part 613, “Planning Assistance and Standards,” (October 28, 1993, unless otherwise noted); U.S. DOT Order 5610.2, “U.S. DOT Order on Environmental Justice to Address Environmental Justice in Minority Populations and Low-Income Populations,” (April 15, 1997); U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient Persons, (December 14, 2005), and Section 12 of FTA’s Master Agreement, FTA MA 13 (October 1, 2006).



Annual Nondiscrimination Assurance to MTA

As part of the Certifications and Assurances submitted each year to the MDOT MTA with the Annual Transportation Plan (ATP, the public transportation grant application) and all Federal Transit Administration grants submitted to the MDOT MTA, Montgomery County, Maryland submits a Nondiscrimination Assurance which addresses compliance with Title VI as well as nondiscrimination in hiring (EEO) and contracting (DBE), and nondiscrimination on the basis of disability (ADA).

The assurance for FY's 2022-2023 is attached as Appendix L. In signing and submitting this assurance, Montgomery County, Maryland confirms to MDOT MTA the agency's commitment to nondiscrimination and compliance with federal and state requirements.



IV. ORGANIZATION

Under the authority of the Montgomery County Executive, the Transit Services Division Planning & Implementation is responsible for ensuring implementation of the agency's Title VI program. Title VI program elements are interrelated, and responsibilities may overlap. The specific areas of responsibility have been delineated below for purposes of clarity.

- Deanna Archey, Acting Title VI Manager, is responsible for coordinating the overall administration of the Title VI program, plan, and assurances, including complaint handling, data collection and reporting, annual review and updates, and internal education. Those responsible for overall administration coordinate with those responsible for public outreach and involvement and service planning and delivery.
- Will Kenlaw, Program Manager: Marketing, Advertising, & Customer Service, is responsible for public outreach and involvement. This includes development and implementation of the Language Assistance Plan (LAP) plan. Those responsible for this area also coordinate with those who are responsible for service planning and delivery.
- Deanna Archey, Acting Chief of Planning, is responsible for service planning and delivery. This includes analysis of current services, analysis of proposed service and fare changes, and environmental justice. Those responsible for this area also coordinate with those who are responsible for service planning and delivery.

V. OVERALL TITLE VI PROGRAM RESPONSIBILITIES

Following are general Title VI responsibilities of the agency. The Title VI Manager is responsible for substantiating that these elements of the plan are appropriately implemented and maintained, and for coordinating with those responsible for public outreach and involvement and service planning and delivery.

1. Data collection

To ensure that Title VI reporting requirements are met, Montgomery County, Maryland maintains:

- A database of Title VI complaints received. The investigation of and response to each complaint is tracked within the database. A log of the public outreach and involvement activities undertaken to ensure that minority and low-income people had a meaningful access to these activities.

2. Annual Report and Updates

As a subrecipient providing service in a large urbanized area, Montgomery County, Maryland is required to notify MDOT MTA immediately when a Title VI complaint has been received. Montgomery County, Maryland is also required to submit a report that documents any Title VI complaints on a quarterly basis as part of their quarterly Request for Reimbursement and an annual report to the MDOT MTA that documents any Title VI



complaints received during the preceding 12 months, as well as a summary of the public outreach and involvement activities undertaken to ensure that minority and low-income people had a meaningful access to these activities.

The reporting form for the FY's 2022-2023 ATP is attached as Appendix M.

Further, Montgomery County, Maryland submits to MDOT MTA updates to any of the following items since the previous submission, or a statement to the effect that these items have not been changed since the previous submission, indicating date.

- No Title VI related compliance reviews were conducted during the prior three (3) years.
- Montgomery County, Maryland's Language Assistance Plan (LAP) Plan (Appendix E) has been updated as of August 2023.
- Montgomery County, Maryland's Public Participation Plan (PPP) (Appendix D) plan has been updated as of August 2023.
- Montgomery County, Maryland's procedures for tracking and investigating Title VI complaints has not changed.
- A list of Title VI investigations, complaints or lawsuits filed with the Montgomery County, Maryland's since the last submission (Appendix C).
- A copy of Montgomery County, Maryland's notice to the public that it complies with Title VI and instructions on how to file a discrimination complaint (Appendix A).

The annual Title VI report and updates are submitted to the MDOT MTA each year as part of the Annual Transportation Plan (ATP), or grant application submission.

3. Annual review of Title VI program

Each year, in preparing for the Annual Report and Updates, the Title VI Manager will review the agency's Title VI program to assure implementation of the Title VI plan. Additionally, they will review agency operational guidelines and publications, including those for contractors, to verify that Title VI language and provisions are incorporated, as appropriate.

4. Dissemination of information related to the Title VI program

Information on Montgomery County, Maryland's Title VI program is to be disseminated to agency employees, contractors, and beneficiaries, as well as to the public, as described in the "public outreach and involvement" section of this document, and in other languages when needed according to the LAP plan as well as federal and State laws/regulations.

5. Resolution of complaints



Any individual may exercise his or her right to file a complaint with Montgomery County, Maryland's if that person believes that s/he or any other program beneficiaries have been subjected to unequal treatment or discrimination in the receipt of benefits/services or prohibited by non-discrimination requirements. Montgomery County, Maryland will report the complaint to MDOT MTA within three (3) business days (per MDOT MTA requirements), and make a concerted effort to resolve complaints locally, using the agency's Title VI Complaint Form and Procedures, as described in Appendix B. All Title VI complaints and their resolution will be logged as described under "Data collection" and reported annually (in addition to immediately) to MDOT MTA.

6. Written policies and procedures

Montgomery County, Maryland's Title VI policies and procedures are documented in this plan and its appendices and attachments. This plan will be updated periodically to incorporate changes and additional responsibilities that arise. During the course of item 3 above (annual Title VI review), the Title VI Manager will determine whether or not an update is needed.

7. Internal education

Montgomery County, Maryland's employees will receive training on Title VI policies and procedures upon hiring, and on an annual basis. This training will include:

- New hire - requirements of Title VI, and Montgomery County, Maryland's obligations under Title VI (LEP requirement included).
- Bus operators and operating supervisors - Annual refresher to be conducted at bus depots by safety and training staff concerning Title VI requirements including LEP.
- Administrative staff - annual refresher on Title VI requirements including data that must be gathered and maintained and how it relates to the Annual Report and Update to MDOT MTA.

In addition, training will be provided when any Title VI-related policies or procedures change (agency-wide training), or when appropriate in resolving a complaint (which may be for a specific individual or for the entire agency, depending the on the complaint).

8. Title VI clauses in contracts

In all procurements using federal funds, Montgomery County, Maryland's contract will include the non-discrimination clauses attached as Appendix K. The Title VI Manager will work with the Starr Montout, Contracts Manager.

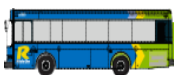
Responsibilities of the Title VI Manager



Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023

The Title VI Manager is responsible for supervising other staff assigned with Title VI responsibilities in implementing, monitoring, and reporting on Montgomery County, Maryland's compliance with Title VI regulations. In support of this, the Title VI Manager will:

- Identify, investigate, and eliminate discrimination when found to exist.
- Process Title VI complaints received by Montgomery County, Maryland, in accordance with the agency's Title VI Complaint Form and Procedures, as described in Appendix B.
- Meet with other staff assigned with Title VI responsibilities, including public outreach & involvement and service planning and delivery periodically to monitor and discuss progress, implementation, and compliance issues.
- Periodically review the agency's Title VI program to assess if administrative procedures are effective, staffing is appropriate, and adequate resources are available to ensure compliance.
- Work with other staff assigned with Title VI responsibilities, including public outreach & involvement and service planning and delivery to develop and submit the Annual Title VI Report and Update submitted to the MDOT MTA as part of the ATP to the MDOT MTA.
- Review the Annual Title VI Report and Update to determine the effectiveness of the Title VI program and related efforts.
- Review contract documents to ensure Title VI assurance language is included.
- If Montgomery County, Maryland receives a Title VI complaint about a contractor, work with the appropriate contract oversight staff and contractor to resolve the complaint and write a remedial action if necessary.
- Review important Title VI related issues with the County Executive as needed.
- Assess communications and public involvement strategies to ensure adequate participation of impacted Title VI protected groups and address additional language needs when needed according to the agency's LEP plan and federal and State laws/regulations.



VI. PUBLIC OUTREACH AND INVOLVEMENT

Public outreach and involvement applies to and affects Montgomery County, Maryland's mission and work program as a whole, particularly agency efforts and responsibilities related to Montgomery County, Maryland's service planning. The Ride On Public Participation Plan (Appendix D) describes the County's public participation process which is to assure and improve access to the MCDOT Division of Transit Services decision-making process for low income, minority and limited English proficient (LEP) populations. In seeking public comment and review, Montgomery County, Maryland makes a concerted effort to reach all segments of the population, including people from minority and low-income communities, and organizations representing these and other protected classes. Montgomery County, Maryland utilizes a broad range of public outreach information and involvement opportunities, including a process for written comments, public meetings after effective notice, settings for open discussion, information services, and consideration of and response to public comments.

Procedures for notifying the public of Title VI rights and how to file a complaint

Montgomery County, Maryland includes the following language on the agency's website, on posters on the interior of each vehicle operated in passenger service (English and Spanish) and the Ride On User Guide (English, Amharic, Chinese, French, Hindi, Korean, Spanish and Vietnamese):

“Montgomery County assures that no person shall, on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. For more information or to file a complaint, please contact the Montgomery County Office of Human Rights.”

Instructions for filing Title VI complaints are posted on the agency's website and in posters on the interior of each vehicle operated in passenger service.

NON-DISCRIMINATION POLICY	POLÍTICA PARA COMBATIR LA DISCRIMINACIÓN
We are committed to ensuring that no person is excluded from participation in or denied the benefits of the transit services we offer. This policy is consistent with the requirements of Title VI of the 1964 Civil Rights Act. If you believe you have been subjected to unequal treatment because of race, color, or national origin, then you have the right to file a formal complaint. Complaints must be filed within one hundred-eighty (180) days following the date of the alleged discriminatory action. For more information, or to file a complaint, you must submit it in writing directly to the following: Montgomery County Office of Human Rights 21 Maryland Avenue, Suite 330 Rockville, Maryland 20850 Telephone: 240.777.8450 Fax: 240.777.8460 - TTY: 240.777.8480 human-rights.commission@montgomerycountymd.gov Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5th Floor-TCR 1200 New Jersey Ave. S.E. Washington DC 20590	Nuestra agencia tiene un compromiso para asegurarse que ninguna persona sea excluida de la participación o se le nieguen los beneficios de transporte que ofrecemos. Esta política es consistente con los requisitos estipulados en El Título VI Del Acta De Los Derechos Civiles De 1964. Si usted cree que ha sido objeto de trato desigual debido a su raza, color o nacionalidad, entonces usted tiene el derecho de someter una querrela formal. Las querellas deben ser sometidas dentro de los ciento ochenta (180) días siguientes a la fecha que se alega se cometió la acción discriminatoria. Las querellas deben ser sometidas por escrito o por correo electrónico al final de la pagina. Condado de Montgomery Oficina de Derechos Humanos 21 Maryland Avenue, Suite 330 Rockville, Maryland 20850 Teléfono: 240.777.8450 Fax: 240.777.8460 - TTY: 240.777.8480 human-rights.commission@montgomerycountymd.gov Oficina de Derechos Humanos Atención: Title VI Program Coordinator East Building, 5th Floor-TCR 1200 New Jersey Ave. S.E. Washington DC 20590



Procedures for handling and recording Title VI investigations/complaints/lawsuits

Procedures for handling and recording Title VI complaints are attached as Appendix B.

Should any Title VI investigations be initiated by FTA or MDOT MTA, or any Title VI lawsuits be filed against Montgomery County, Maryland, the agency will follow these procedures:

Upon receipt of a Title VI Complaint Form, the Division of Transit Services Title VI Coordinator transmits a copy of the complaint form to MTA within three business days of receiving the completed complaint form. The Division of Transit Services Title VI Coordinator is responsible for maintaining a list of Title VI Complaints. The list shall include:

- a. Date received
- b. Type of Complaint (formal or informal)
- c. Complainant Name
- d. Contact Information
- e. Nature of Complaint
- f. Date Title VI Complaint Form received by the Office of Human Rights
- g. Response Date by the Office of Human Rights
- h. Description of the Decision by the Office of Human Rights
- i. Date of Decision by the Office of Human Rights

Strategies for Informing and Engaging Individuals with Limited English Proficiency (LEP)

LEP is a term that defines any individual not proficient in the use of the English language. The establishment and operation of an LEP program meets objectives set forth in Title VI of the Civil Rights Act and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP). This Executive Order requires federal agencies receiving financial assistance to address the needs of non-English speaking persons. The Executive Order also establishes compliance standards to ensure that the programs and activities that are provided by a transportation provider in English are accessible to LEP communities. This includes providing meaningful access to individuals who are limited in their use of English.

As required by MTA, Montgomery County, Maryland developed a written Language Assistance Plan (LAP), included as Appendix E. The LAP includes the required four factor analysis, evaluation of LEP data from the 2018 U.S. Census American Community Survey and 2018 On-Board survey results and identification of language assistance measures employed by Montgomery County including translation of vital documents.



Public Outreach and Involvement Activities

Montgomery County, Maryland has completed the Public Participation Plan, August 2023, (Appendix D) which describes the steps the County takes to ensure that minority, low-income, and LEP members of the community have meaningful access to public outreach and involvement activities, including those conducted as part of the planning process for proposed changes in services, fares, and facilities development.

The Public Participation Plan describes the public participation responsibilities of different Montgomery County offices, evaluates population demographics and survey data, outlines public participation activities and methods, and lists public participation events for FY21 to FY23.

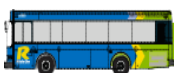


VII. ENVIRONMENTAL JUSTICE (FOR ALL CONSTRUCTION PROJECTS)

For new construction and major rehabilitation or renovation projects where National Environmental Policy Act (NEPA) documentation is required, Montgomery County, Maryland will integrate an environmental justice analysis into the NEPA documentation for submission to MDOT MTA. The environmental justice analysis includes:

- An identification of the low-income and minority communities within the study area affected by the project, and a discussion of the method used to identify this population (e.g., analysis of Census data, minority business directories, direct observation, a public involvements process, etc).
- For each of the identified low income or minority communities, a discussion of the adverse impacts of the project, both during and after its construction, such as:
 - Adverse effects on community cohesion or economic vitality by dividing or fracturing the community,
 - The isolation, exclusion, or separation of the community from the broader community,
 - Destruction or disruption of the availability of public and private facilities and services,
 - A change in employment opportunities,
 - Increased traffic in a residential area or decreased parking availability in a commercial area,
 - Air pollution, noise, vibration, change in storm water levels or flows, disturbance of contaminated soil or groundwater,
 - Disruption or destruction of man-made or natural resources such as parks, or Native American traditional cultural places,
 - Destruction or diminution of aesthetic or historic value, and
 - The cumulative effects of the above on the community.
- For each of the identified low income or minority communities, a discussion of all positive impacts such as an improvement in transit service, mobility, or accessibility.
- A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse impacts, including, but not limited to any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act, to address adverse community impacts such as separation or cohesion issues and the replacement of the community resource destroyed by the project.
- A discussion of the remaining impacts, if any, and why further mitigation is not proposed.
- A comparison of mitigation and environmental enhancement actions implemented in conjunction with the project and affecting predominantly low-income and minority neighborhoods with mitigation implemented in conjunction with similar construction, renovation, or rehabilitation projects located in predominantly non-minority or non-low-income neighborhoods, or with segments of a corridor project that transverse non-minority and non-low-income neighborhoods.

The development of environmental justice analyses is the responsibility of the Title VI Program Manager.



VIII. URBANIZED AREA CHECKLIST

FTA Circular 4702.1B requires providers of public transportation that operate 50 or more fixed route vehicles in peak service and are located in an urbanized area of 200,000 or more in population to complete the items listed in Table 1.

Table 1: Urbanized Area Checklist

Provision	Circular Reference	Citation	Information to be included in the Title VI report	Location in Report
Demographic Data Collection	Chapter V, Part 1	49 CFR 21.9(b);	Either demographic maps and charts prepared since the most recent decennial census, results of customer surveys that include demographic information, or demographic information on beneficiaries through locally developed procedure.	Figures 2 and 3 and tables and Public Participation Plan tables 3, 4, 5, 6, 7 and 8. Detailed demographic data by route is also included in the Title VI Survey Data Report, May 2019.
Service Standards	Chapter V, Part 2	49 CFR 21.5(b)(2); 49 CFR 21.5(b)(7); Appendix C to 49 CFR 21	System-wide service standards (such as standards for vehicle load, vehicle headway, distribution of transit amenities, on-time performance, transit availability, and transit security).	Appendix G - Title VI Policies
Service Policies	Chapter V, Part 3	49 CFR 21.5(b)(2); 49 CFR 21.5(b)(7); Appendix C to 49 CFR 21	System-wide policies (such as policies for vehicle assignment or transit security).	Appendix G - Title VI Policies
Equity Evaluation of Service and Fare Changes	Chapter V, Part 4	49 CFR 21.5(b)(2); 49CFR 21.5(b)(7); Appendix C to 49 CFR 21;	An analysis of the impacts on minority and low-income populations of any significant service and fare changes that occurred since the previous report was submitted.	Appendix I - Fare and Major Service Changes – 2018 to 2020
Monitoring	Chapter V, Part 5	49 CFR 21.5(b)(2); 49CFR 21.5(b)(7); Appendix C to 49 CFR 21;	The results of either level of service monitoring, quality of service monitoring, analysis of customer surveys, or locally developed monitoring procedure.	Appendix J - Title VI Monitoring Report



IX. SERVICE DELIVERY AND PLANNING

Following the guidelines set forth by FTA Circular 4702.1B, Montgomery County, Maryland, monitors the performance of the transit system relative to system-wide service standards and service policies on a tri-annual basis. These monitoring activities documented in the Title VI Compliance Monitoring Report (Appendix J) are used to compare the level of service provided to predominantly minority areas with the level of service provided to predominantly non-minority areas to ensure that the result of policies and decision-making is equitable.

In addition to the Title VI Compliance Monitoring Report activities Montgomery County, Maryland has established procedures for equitable service delivery.

Procedures for ensuring equity in service provision

Vehicle Assignment: Montgomery County, Maryland operates transit service from three bus depots. As of March 2021, the active fleet includes 376 buses with five different size of buses including 25' microtransit, 30' bus, 35' bus, 40' bus and 60' bus. The fleet includes a combination of fuel types including clean diesel, diesel hybrid, compressed natural gas (CNG) and electric. The transit services include regular Ride On Routes, Flash BRT, Ride On Extra, and Flex Microtransit.

Specialty fleets with unique livery are used on the Ride On Extra, Electric Bus, Microtransit, and Flash BRT. Because of the unique nature of each service the buses are assigned from subfleets comprised of a small number of buses.

For regular routes, buses are first assigned by size where full-sized 40' buses are assigned to routes with high passenger loads and small 30' buses are assigned to routes with lower ridership. In these categories buses are assigned randomly from each depot. In addition, Ride On uses a substantial amount of interlining where buses are used on multiple routes during the day. The combination of random bus assignment with interlining results in equitable bus assignments for low income and minority routes.

Monitoring Title VI Complaints: As part of the complaint handling procedure (Appendix B), the Title VI Manager investigates possible inequities in service delivery for the route(s) or service(s) about which the complaint was filed. Depending on the nature of the complaint, the review examines span of service (days and hours), frequency, routing directness, and interconnectivity with other routes. If inequities are discovered during this review, options for reducing the disparity are explored, and service or fare changes are planned if needed.

In addition to the investigation following an individual complaint, the Title VI Manager periodically reviews all complaints received to determine if there may be a pattern. At a minimum, this review is conducted as part of preparing the Quarterly and/or Annual Report and update for submission to the MDOT MTA.

Procedures for Ensuring Equity in Planning Service and Fare Changes



Appendix G - Title VI Policies describes the standards and approval process for route and fare changes. With each planned service or fare change, Montgomery County, Maryland considers the relative impacts on, and benefits to, minority and low-income populations, including LEP populations. All planning efforts for changes to existing services or fares, as well as new services, have a goal of providing equitable service.

The following steps are taken with each planning effort and documented in writing:

1. Describe proposed changes and the rationale behind them.
2. Provide a list of modes (such as fixed-route or microtransit) the service changes would impact.
3. Describe the impacts of service changes on low-income and/or minority communities. In particular, establish why the proposed service would not have a disproportionately high and adverse effect on low-income and/or minority populations. Transit Planning Staff use Remix to collect latest available Census data and determine where low income and minority populations comprise the highest number and percent of the population and compare the location of these areas to the routes or service areas for which the changes are being considered.
4. Describe transit alternatives available to riders impacted by proposed changes.
5. Identify measures, if any, that would be taken to avoid, minimize, or mitigate any adverse effects of the service, or enhancements or offsetting, if any, that would be implemented in conjunction with the service.
6. Describe how the agency intends to reach out and involve minority and low-income populations to make sure their viewpoints are considered.
7. Determine whether it is necessary to disseminate information that is accessible to LEP persons (following the agency's LAP plan). If so, describe the steps that will be taken to provide information in languages other than English.

Steps 1 through 5 are the responsibility of the Chief Operations Planning.

Steps 6 and 7 are the responsibility of the Program Manager: Marketing, Advertising, & Customer Service.



X. APPENDICES

Appendix A – Title VI Assurances, Policy and Notice

**DIVISION OF TRANSIT SERVICES
STANDARD OPERATING PROCEDURE**

Department of Transportation

Section: Ride On	Title: Title VI Assurances, Policy and Notice	Date: December 1, 2014
Number:	Division Chief Signature: 	Page: 1 of 2

Background:

As a condition of receiving federal transit grants, Montgomery County is required to comply with Title VI of the Civil Rights Act of 1964 and Federal Transit Administration Circular 4702.1B. These regulations require that Montgomery County provide Title VI Assurances, approve a Title VI Policy, develop a Title VI Program and update it every three years, and Notify Beneficiaries of Protection Under Title VI.

Title VI Assurances:

Montgomery County executes annually the Federal Transit Administration Certifications and Assurances which contain the current Title VI assurances.

Montgomery County Title VI Policy Statement

Montgomery County does not discriminate on the basis of based on race, color, sex, marital status, religious creed, ancestry, national origin, disability, sexual orientation, or gender identity in places of public accommodation, which includes public transportation.

Any person(s) who believe that have been subjected to unequal treatment because of race, color, sex, marital status, religious creed, ancestry, national origin, disability, sexual orientation or gender identify may file a formal complaint. Complaints may be filed within one hundred-eighty (180) days following the date of discriminatory action. Complaints may be filed with 'the Montgomery County Office of Human Rights.

Chapter 27 of the Montgomery County Code (2004), as amended, provides for investigations of complaints of discrimination or discriminatory practices by the Montgomery County Office of Human Rights and prosecution of cases found to have merit. A copy of Chapter 27 is available online at:

http://www.amlegal.com/nxt/gateway.dll?f=templates&fn=default.htm&vid=amlegal:montgomeryco_md_mc.



Montgomery County Title VI Program

The Montgomery County Department of Transportation, Division of Transit Service (DTS) is responsible for management of the transit operation including transit grants and compliance. In completing its responsibilities, DTS maintains the Ride On Title VI Program which is updated every three years as required by FTA regulations.

Notice to Beneficiaries

Title 49 CFR Section 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI. At a minimum, recipients shall disseminate this information to the public by posting a Title VI notice on the agency's website and in public areas of the agency's office(s), including the reception desk, meeting rooms, etc. Recipients should also post Title VI notices at stations or stops, and/or on transit vehicles.

Montgomery County fulfills this requirement by:

1. Posting the Montgomery County Title VI Policy Statement on its web site including:
 - a. A statement that the agency operates programs without regard to race, color, or national origin.
 - b. A description of the procedures that members of the public should follow in order to request additional information on the recipient's Title VI obligations.
 - c. A description of the procedures that members of the public shall follow in order to file a Title VI discrimination complaint against the recipient.
2. Placing the poster below on all Ride On transit buses, at Ride On offices and operating facilities and at key transfer stations. A list of the posting locations is maintained by the Ride On Civil Rights Coordinator.

NON-DISCRIMINATION POLICY	POLÍTICA PARA COMBATIR LA DISCRIMINACIÓN
We are committed to ensuring that no person is excluded from participation in or denied the benefits of the transit services we offer. This policy is consistent with the requirements of Title VI of the 1964 Civil Rights Act.	Nuestra agencia tiene un compromiso para asegurarse que ninguna persona sea excluida de la participación o se le nieguen los beneficios de transporte que ofrecemos. Esta política es consistente con los requisitos estipulados en El Título VI Del Acta De Los Derechos Civiles De 1964.
If you believe you have been subjected to unequal treatment because of race, color, or national origin, then you have the right to file a formal complaint.	Si usted cree que ha sido objeto de trato desigual debido a su raza, color o nacionalidad, entonces usted tiene el derecho de someter una querrela formal.
Complaints must be filed within one hundred-eighty (180) days following the date of the alleged discriminatory action. For more information, or to file a complaint, you must submit it in writing directly to the following:	Las querellas deben ser sometidas dentro de los ciento ochenta (180) días siguientes a la fecha que se alega se cometió la acción discriminatoria. Las querellas deben ser sometidas por escrito o por correo electronico al final de la pagina.
Montgomery County Office of Human Rights 21 Maryland Avenue, Suite 330 Rockville, Maryland 20850 Telephone: 240.777.8450 Fax: 240.777.8460 · TTY: 240.777.8480 human-rights.commission@montgomerycountymd.gov	Condado de Montgomery Oficina de Derechos Humanos 21 Maryland Avenue, Suite 330 Rockville, Maryland 20850 Teléfono: 240.777.8450 Fax: 240.777.8460 · TTY: 240.777.8480 human-rights.commission@montgomerycountymd.gov
Federal Transit Administration Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5th Floor-TCR 1200 New Jersey Ave. S.E. Washington DC 20590	Oficina de Derechos Humanos Atencion: Title VI Program Coordinatoe East Building, 5th Floor-TCR 1200 New Jersey Ave. S.E. Washington DC 20590



Appendix A – Title VI Notice Posting Locations

The Ride On Title VI notice has been posted at the following locations:

Montgomery County DOT, Division of Transit Services
101 Monroe Street, 5th floor
Rockville, Maryland 20850

Ride On Silver Spring Garage
8710 Brookville Road
Silver Spring, MD 20910

Ride On Nicholson Court Garage
4925 Nicholson Court
Kensington, MD 20895

David F. Bone Equipment Maintenance and Transit Operations Center (EMTOC)
16840 Crabbs Branch Way
Derwood, MD 20855

In addition to these posting locations, the notice has been placed on:

- 376 Ride On buses
- Montgomery County Department of Transportation web site at <http://www.montgomerycountymd.gov/DOT-Transit/titlevi.html>.
- Ride On Twitter account at: <https://twitter.com/RideOnMCT>.
- Ride On Facebook account at: <https://www.facebook.com/RideOnMCT/info>.
- Posted in 3 newspapers (English and Spanish)
- Email blast via GovDelivery system



Appendix B – Title VI Complaint Procedures and Form

DIVISION OF TRANSIT SERVICES

STANDARD OPERATING POLICY & PROCEDURE

Department of Transportation

Section: Ride On	Title: Title VI Complaint Procedures	Date: December 1, 2014
Number:	Division Chief Signature: 	Page: 1 of 3

BACKGROUND:

It is Montgomery County's policy that any allegation of discrimination or unequal treatment on the basis of race, color or national origin should be thoroughly investigated as described in the procedure below.

As a federal requirement Montgomery County will comply with Title VI of the Civil Rights Act of 1964 and Federal Transit Administration Circular 4702.1B. These regulations require that Montgomery County have a process for receiving Title IV complaints that may allege discrimination or unequal treatment on the basis of race, color, or national origin.

PROCEDURE:

Complaints alleging discrimination or unequal treatment on the basis of race, color or national origin (referred to as "Complaint" in this procedure) must be received within 180 days of the alleged discrimination and may be received in four ways including 1) Written and delivered to Montgomery County offices, 2) Telephonically through MC311, 3) Electronically through email, Facebook or Twitter, and 4) In person at Montgomery County Offices or at public meetings sponsored by Montgomery County. The investigation procedure for each method of receiving a Title VI Complaint follows:

Written Complaints

1. The written Complaint is forwarded to Office of Human Rights and the Division of Transit Services Title VI Coordinator.
2. If a Title VI Complaint Form has not been completed, a copy of the form is mailed to the Complainant.
3. The completed Title VI Complaint Form is mailed directory to the Office of Human Rights.



Telephone Complaints through MC311

1. Telephone Complaints are recorded in the Customer Service database.
2. The complainant is informed by the call taker that they may file a formal Title VI Complaint. If the complainant wants to file a formal Complaint they are referred to the website to download a Title VI Complaint Form or a Title VI Complaint Form is mailed to the complainant.
3. The completed Title VI Complaint Form is mailed directly to the Office of Human Rights. A copy of the Complaint as recorded in the Customer Service database is forwarded to the Division of Transit Services Title VI Coordinator.
4. If the caller does not wish to file a formal Title VI complaint, the Complaint is forwarded to Ride On Operations for normal processing. A copy of the Complaint as recorded in the Customer Service database is also forwarded to the Division of Transit Services Title VI Coordinator.

Electronic Complaints

1. Electronic complaints received through email, Facebook or Twitter are forwarded to the Division of Transit Services Title VI Coordinator.
2. The Division of Transit Services Civil Rights Coordinator replies to the electronic message and informs the complainant that they may file a formal Title VI Complaint as described at: <http://www.montgomerycountymd.gov/DOT-Transit/titlevi.html>.
3. The completed Title VI Complaint Form is mailed directly to the Office of Human Rights.

In-person Complaints

1. If a Complaint is made in person at a County office or at a public meeting, the County employee receiving the Complaint will record the contact information for the complainant and the nature of the Complaint. This information will be forwarded to the Division of Transit Services Title VI Rights Coordinator.
2. The Division of Transit Services Title VI Coordinator replies to the complainant and informs them that they may file a formal Title VI Complaint as described at: <http://www.montgomerycountymd.gov/DOT-Transit/titlevi.html>.
3. The completed Title VI Complaint Form is mailed directly to the Office of Human Rights.

Record of Complaints

Upon receipt of a Title VI Complaint Form, the Division of Transit Services Title VI Coordinator transmits a copy of the complaint form to MTA within three business days of receiving the completed complaint form. The Division of Transit Services Title VI Coordinator is responsible for maintaining a list of Title VI Complaints. The list shall include:

- j. Date received
- k. Type of Complaint (formal or informal)
- l. Complainant Name
- m. Contact Information



- n. Nature of Complaint
- o. Date Title VI Complaint Form received by the Office of Human Rights
- p. Response Date by the Office of Human Rights
- q. Description of the Decision by the Office of Human Rights
- r. Date of Decision by the Office of Human Rights

Complaint Investigation - Office of Human Rights

Once a Title VI Complaint Form is received by the Office of Human Rights it is assigned to an investigator. The investigator will contact the complainant in writing and/or by telephone. Additional information or clarification may be requested by the investigator.

Based upon receipt of all the information required, the Office of Human Rights will investigate a Title VI complaint within 90 days of receipt. The Office of Human Rights will provide a final response to the complainant, including notifying the complainant of his/her right to file a Complaint externally.

The Office of Human Rights will use its best efforts to respond to a Title VI complaint within 90 calendar days of its receipt of such complaint. Receipt of additional relevant information and/or simultaneous filing of Complaint with Montgomery County and an external entity may expand the timing of the Complaint resolution. Failure of the complainant to provide the requested information by a certain date may result in the administrative closure of the Complaint or a delay in Complaint resolution.



TITLE VI COMPLAINT FORM
Montgomery County Department of Transportation
Division of Transit Services

Montgomery County is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. The following information is necessary to assist us in processing your complaint. If you require any assistance in completing this form, please contact the Office of Human Rights Enforcement Manager by calling (240) 777-8450. The completed form must be returned to the Montgomery County Office of Human Rights, 21 Maryland Avenue, Suite 330, Rockville, MD 20850.

(Please print)

Section I:	
Name:	
Address:	
Telephone (Home):	Telephone (Work):
Electronic Mail Address:	
Accessible Format Requirement? ☒ Large Print ☐ Audio Tape ☐ TDD ☐ Other (specify)	

Section II:	
Are you filing this complaint on your own	☒ Yes* (if yes, go to Section III) ☐ No
If not, please supply the name and relationship of the person for who you are filing the complaint.	
Please explain why you have filed for a third-party:	
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third-party.	☒ Yes ☐ No

Section III:
I believe the discrimination I experienced was based on (check all that apply):
☐ Race ☐ Color ☐ National Origin ☐ Other (specify)
Date of the Alleged Discrimination (Month, Day, Year):
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person (s) who discriminated against you (if known) as well as names and contact information for any witnesses. If more space is needed, please use the back of

Complete reverse side of form



**Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023**

[illegible]

Section IV:	
Have you previously filed a Title VI complaint with this agency? Please explain.	☒ Yes ☐ No

Section V:	
Have you filed this complaint with any other Federal, State, or local agency or with any Federal or State ☒ Yes ☐ No	
If you have filed this complaint with another entity, please provide the information below:	
Agency:	Contact Name:
Address:	Telephone Number:

Agency:	Contact Name:
Address:	Telephone Number:

You may attach any written material or other information that you think is relevant to your complaint.

I affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

Complainant's Signature

Date _____

Please submit this complaint form to:
Montgomery County Office of Human Rights, 21 Maryland Avenue, Suite 330, Rockville,
MD 20850



Appendix C – Description of Title VI Investigations, Lawsuits and Complaints

During the period July 1, 2020 through June 30, 2023 the Montgomery County Department of Transportation, Division of Transit Services filed quarterly Title VI logs with the Maryland Department of Transportation Maryland Transit Administration. During the period there were no Title VI Investigations, Lawsuits and complaints.

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color or national origin)	Status	Action(s) taken
Investigations	No investigations during the period July 1, 2020 to June 30, 2023			
1.				
Lawsuits	No lawsuits during the period July 1, 2020 to June 30, 2023			
1.				
Complaints	No complaints during the period July 1, 2020 to June 30, 2023			
1.				



Appendix D – Public Participation Plan



Public Participation Plan

September 2023

Accessible Formats

This document will be made available in accessible formats and other languages upon request. Paper copies of this document as well as information regarding accessible formats may be obtained by contacting the Title VI Coordinator, Division of Transit Services.

Montgomery County Department of Transportation

Division of Transit Services

101 Monroe Street, 5th Floor
Rockville, Maryland 20850

240-777-5800 * <http://www.montgomerycountymd.gov/dot-transit>



Ride On

Table of Contents

1. Overview and Recommendations 33

2. Montgomery County Transit Services 33

3. Public Participation Responsibilities 34

4. Federal Requirements 37

5. Public Participation Plan Goals 37

6. Population Demographics..... 38

 Minority Populations 38

 Low Income Populations 40

 Limited English Proficiency Populations 41

7. Public Participation Survey Data and Analysis 49

 Ride On Onboard Survey 49

8. Regional Planning and Cooperation 53

 Maryland Transit Administration Public Participation Plan..... 54

 WMATA Public Participation Plan – 2020 - 2023 54

9. Key Findings..... 55

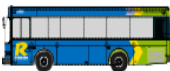
10. Public Participation Activities and Methods 56

 Public Participation Activities 56

 Public Participation Methods..... 57

Appendix A – Public Participation Events FY 21 – FY 23 60

Appendix B – Montgomery County Community Based Organizations 62



1. OVERVIEW AND RECOMMENDATIONS

The purpose of the Ride On Public Participation Plan is to assure and improve access to the Montgomery County Department of Transportation (MCDOT) Division of Transit Services decision-making process for low income, minority and limited English proficient (LEP) populations. Ride On's Public Participation Plan is intended to comply with FTA requirements as described in Section 4.

COVID-19 and social distancing requirements have affected transit agencies' public involvement methods. Electronic communication has become even more important and virtual meeting software has made it possible to reach a larger audience.

MCDOT Division of Transit Services has added online participation capability by using Microsoft Teams as a supplement to regular onsite public forums. The format of the public forums is not anticipated to change: 1) located in a public facility accessible via public transit, usually a school, 2) handouts in English, Spanish, Amharic, Chinese, and/or French as needed by local demographics, 3) Language Interpreter if requested in advance, 4) Transcription service, 5) PowerPoint presentation if appropriate, 6) Poster board displays on easels, and 7) Public testimonies.

2. MONTGOMERY COUNTY TRANSIT SERVICES

Montgomery County is a Maryland suburb of Washington, DC located to the northwest of Washington, D.C. It has been the most populous Maryland county since 1990 with a 2021 population of 1,054,827 – an 8.2 percent increase over the 2010 census figures.⁵ Within the Washington, DC region, the county's population ranks second behind Fairfax County, Virginia.

The Ride On bus system is an integral part of the County's infrastructure and resources. Ride On is the second largest bus operation in the state, next to Maryland Department of Transportation Maryland Transit Administration (MDOT MTA), and the second largest in the Washington Metropolitan Area (only the Washington Metropolitan Area Transit Authority, or WMATA, is larger).

The County's Department of Transportation manages three primary programs:

1. Transit Services – The Ride On system is a fixed route system that operates primarily in neighborhoods. It acts as a feeder system to major transfer points and transit centers in the County. This service is intended to support and complement WMATA's Metrorail and Metrobus services. In FY 2023 Ride On operated 82 routes, averaged 3,270 weekday revenue hours, and provided 46,800 average daily passenger trips.

⁵ U.S. Census Bureau Quick Facts; Population; Montgomery County, Maryland



2. Commuter Services - This program promotes the use of transit, car/vanpooling, biking, walking, and teleworking. The services are concentrated in five Transportation Management Districts: Silver Spring, Friendship Heights, North Bethesda, Greater Shady Grove, and the Wheaton Transportation Planning and Policy area.
3. Medicaid and Senior Programs – These services provide Medicaid transportation to eligible riders and a user subsidy program known as Call-a-Ride that provides transportation for low income, elderly, and people with disabilities.

Additionally, the MCDOT is responsible for seven support programs including passenger facilities, taxi regulation, customer service, transit planning and implementation, transit parking facility maintenance, fixed costs and administration.

Montgomery County is served by multiple transit agencies. WMATA provides heavy rail service with the Metrorail Red Line and Metrobus services on 25 bus lines⁶. MDOT MTA provides the Maryland Area Rail Commuter (MARC) train regional rail services as well as the MTA Commuter Bus program. Ride On provides local and express bus services throughout the county. Figure 1 two pages down illustrates the public transportation services in the County as of August 2023.

3. PUBLIC PARTICIPATION RESPONSIBILITIES

Montgomery County is committed to developing inclusive public participation for all of the county services and programs provided to county residents. County departments and offices share the public responsibilities for Ride On transit services, including but not limited to the following:

MCDOT Division of Transit Services (Marketing, Advertising and Customer Relations Section)

– Primarily responsible for developing the Public Participation Plan and its components: conducting outreach to minority, low-income and LEP communities; organizing and hosting public participation activities for the Ride On fare policy and major service changes; and marketing Ride On services.

Montgomery County Public Information Office (MCPIO) - Handles media inquiries and writes press releases for Ride On and other County divisions and departments. The MCPIO consists of a Media Relations section that works with the news media to inform residents about the programs and services available to them. A Publications and Graphics section provides graphical support to the office and oversees the content and design of the County website so that it is informative and easy to navigate. A Cable Programming section produces cable television shows for the Executive branch of County government as well as video interviews and announcements.

⁶ https://www.wmata.com/schedules/maps/upload/WEB_WMA_MAG_PG_21x34_230625.pdf



MC311 – The County's Customer Service Center, where residents can call or go online to find information or submit service requests (compliments, complaints, concerns, etc.). MC311 provides the following features:

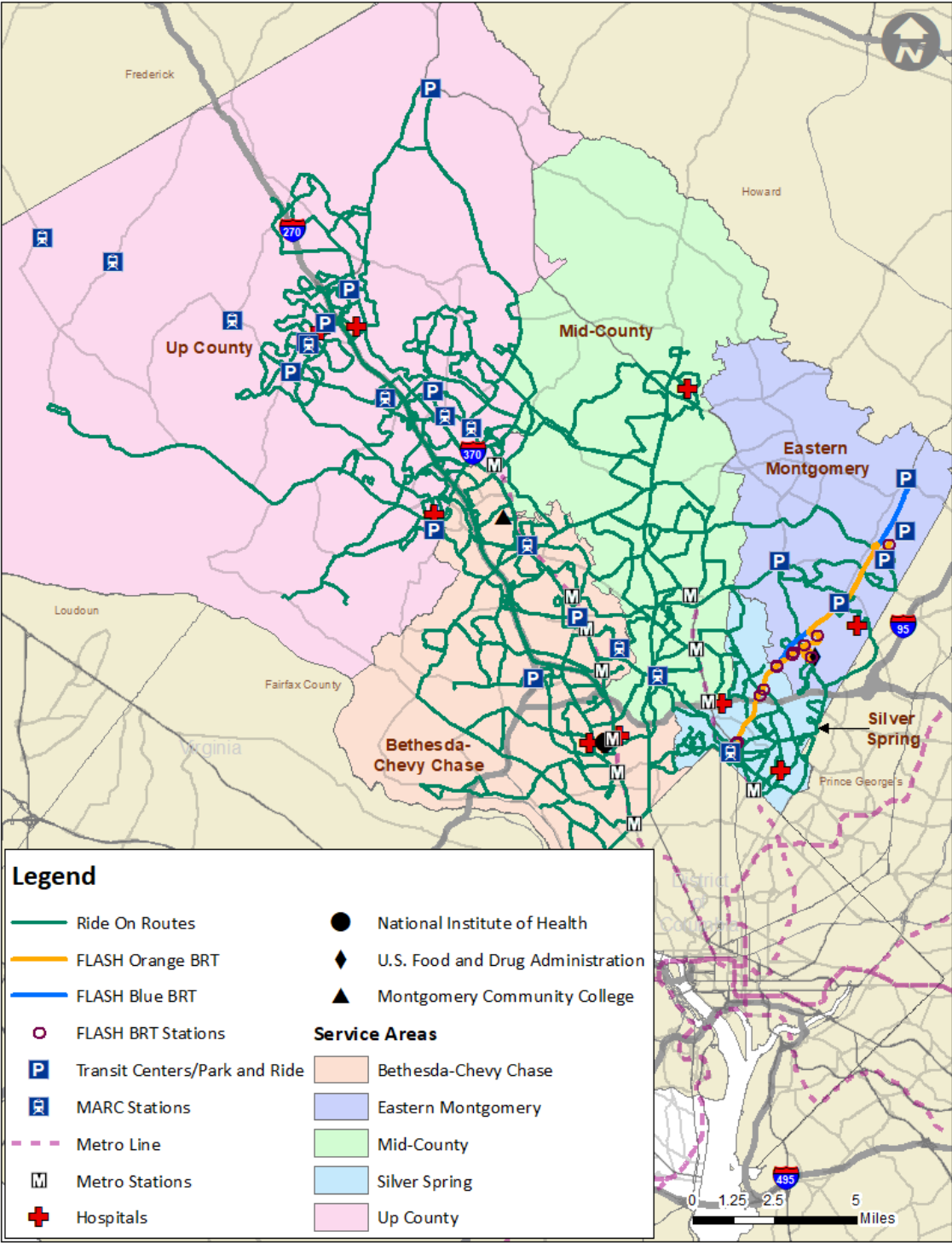
- 311 allows customers to call one easy-to-remember number to access Montgomery County information and services.
- Customers can also access information and create or track service requests on the website at www.montgomerycountymd.gov/311.
- Hours of operation are Monday through Friday, 7 a.m. to 7 p.m. The call center is closed on Saturdays, Sundays and holidays.
- Trained representatives who speak Spanish are available, as is a language interpretation service for other languages.
- Maryland Relay 711 for hearing-impaired individuals.
- Customer service representatives and the online system use a state-of-the-art database of information and services about County government that can be continually updated so the most current facts are available.
- The 311 system can quickly incorporate real time information in the event of a community event/emergency, like a water main break, the COVID-19 pandemic, or weather-related incident.

Montgomery County Office of Community Partnerships (OCP) – Focuses on strengthening relationships between the Montgomery County government and the residents it serves, with special focus on underserved and emerging communities and our neighbors in need. The OCP serves as a bridge builder between the County government and community organizations serving the residents of Montgomery County, working across the barriers of race, ethnicity, income, and religion that too often diminish communities. OCP's mission is to carry out the County Executive's commitment to build a larger policy table with participation by a more diverse range and greater number of residents as we work to become America's most welcoming community. The OCP has liaison representatives serving the following communities: African-American, African and Caribbean, Asian, Faith, Latino, Middle Eastern, and Seniors.

MCDOT Community Outreach Unit - Exists to inform communities of major transportation programs and services, solicit community comment on transportation policies and needs, resolve citizen issues concerning safety or service delivery needs, and coordinate pedestrian safety education, enforcement, and engineering work to achieve the County Executive's announced Pedestrian Safety Initiative.



Figure 7: Montgomery County Public Transportation Services



4. FEDERAL REQUIREMENTS

Federal Transit Administration regulations require inclusive public participation in transportation decision making. These requirements are contained in multiple circulars that apply to Montgomery County's transit services including:

- **FTA C 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients,**
 - Chapter 3, paragraph 8, **Promoting Inclusive Public Participation**
 - Chapter 3, paragraph 9, **Requirement to Provide Meaningful Access to LEP Persons.**
- **FTA C 4703.1, Environmental Justice Policy Guidance for Federal Transit Administration Recipients.**
- 49 U.S.C. Sections 5307(b) which requires programs of projects to be developed with public participation and 5307(c)(1)(I) which requires a locally developed process to consider public comment before raising a fare or carrying out a major reduction in transportation service.
- Executive Order 13166, "**Improving Access to Services for Persons with Limited English Proficiency**" (65 FR 50121, Aug. 11, 2000), which requires that recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited-English proficient (LEP).

This Ride On Public Participation Plan is intended to document Montgomery County's activities to meet or exceed these federal requirements.

5. PUBLIC PARTICIPATION PLAN GOALS

The Division of Transit Services endeavors to provide meaningful opportunities for the public to assist staff in identifying social, economic, and environmental impacts of proposed transportation decisions. This includes input from low income, minority and limited English proficient populations.

Specific goals and outcomes include:

- **Quality Input and Participation** – Comments received by Division of Transit Services are useful, relevant and constructive, contributing to better plans, projects, strategies and decisions.
- **Consistent Commitment** – Division of Transit Services staff communicates regularly, develops trust with communities and builds community capacity to provide public input.
- **Diversity** – Participants represent a range of socioeconomic, ethnic and cultural perspectives, with representative participants including residents from low income neighborhoods, ethnic communities and residents with limited English proficiency.



- **Accessibility** – Effort is made to ensure that opportunities to participate are accessible physically, geographically, temporally, linguistically and culturally.
- **Relevance** – Issues are framed in such a way that the significance and potential effect is understood by participants.
- **Participant Satisfaction** – People who take the time to participate feel it is worth the effort to join the discussion and provide feedback.
- **Clarity in Potential for Influence** – The process clearly identifies and communicates where and how participants can have influence and direct impact on decision-making.

Division of Transit Services' public participation activities are based on the following principles:

- **Flexible** – The engagement process accommodates participation in a variety of ways and is adjusted as needed.
- **Inclusive** – Division of Transit Services proactively reaches out and engages low income, minority and LEP populations.
- **Respectful** – All feedback received is given careful and respectful consideration.
- **Tailored** – Division of Transit Services' public participation methods are tailored to match local and cultural preferences as much as possible.
- **Trustworthy** – Information provided is accurate and trustworthy.
- **Responsive** – Division of Transit Services strives to respond to and incorporate appropriate public comments into transportation decisions.

6. POPULATION DEMOGRAPHICS

Minority Populations

Using the 2017-2021 American Community Survey (ACS) 5-Year Estimates the Division of Transit Services has utilized GIS to estimate the numbers of persons in Montgomery County that are within the transit service area for the Ride On and Metrobus services. As shown in Table 1, for the entire county, minorities comprise 57.7% percent of the population while in the combined Ride On / Metro Bus transit service area, minorities represent 59.2% percent of the population.

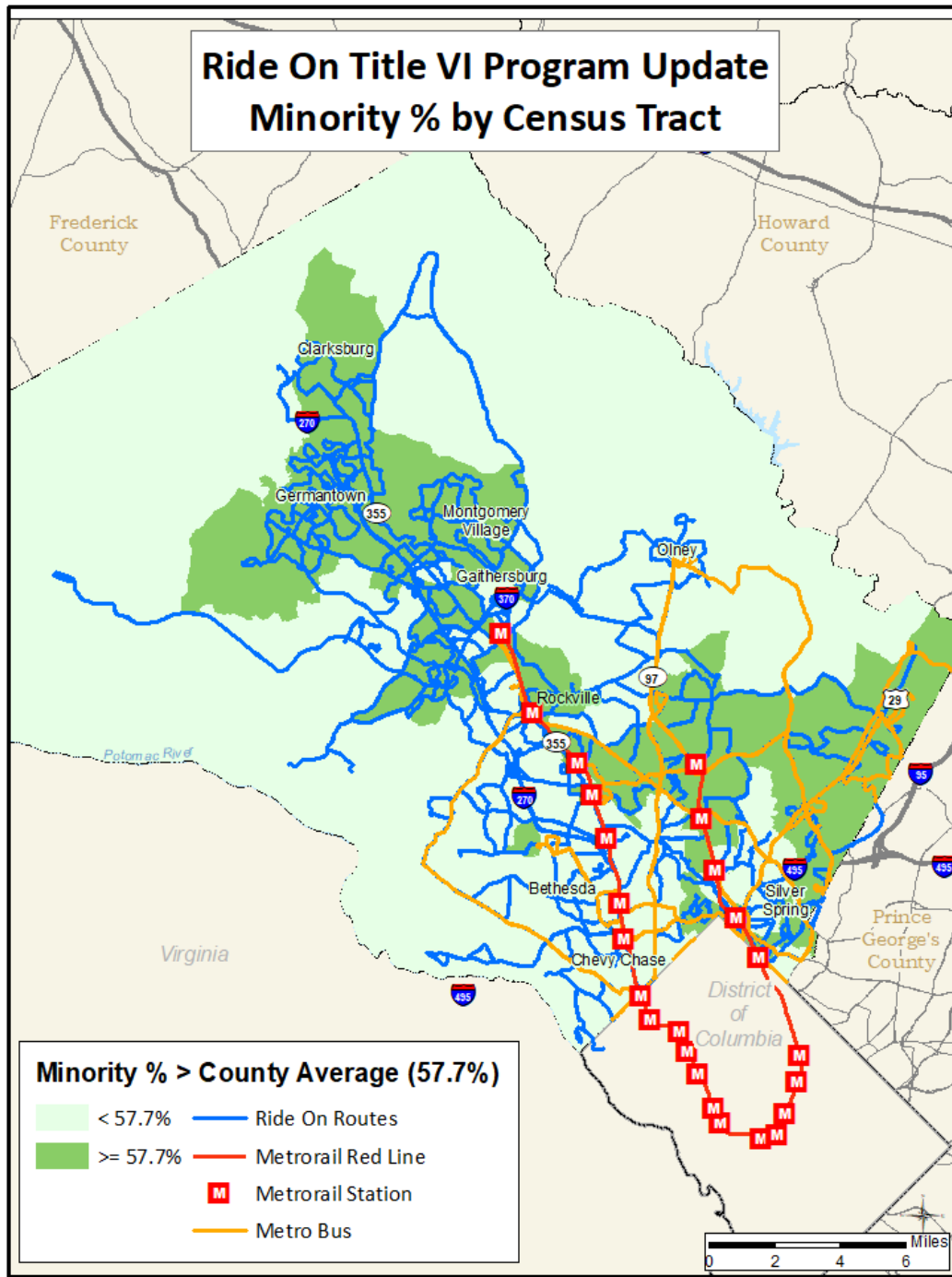
Table 2: Montgomery County Minority Population

	Total Population	Minority Population	Non-Minority Population	POC %
Montgomery County	1,056,590	609,192	447,398	57.7%
Transit Service Area	951,581	563,576	388,005	59.2%
% of population within transit service area	90.06%	92.51%	86.72%	
Source: American Community Survey 2017-2021 5-Year Estimates				



Using the 2017-2021 American Community Survey 5-Year estimates, Figure 2 shows the distribution of racial/ethnic minorities within Montgomery County.

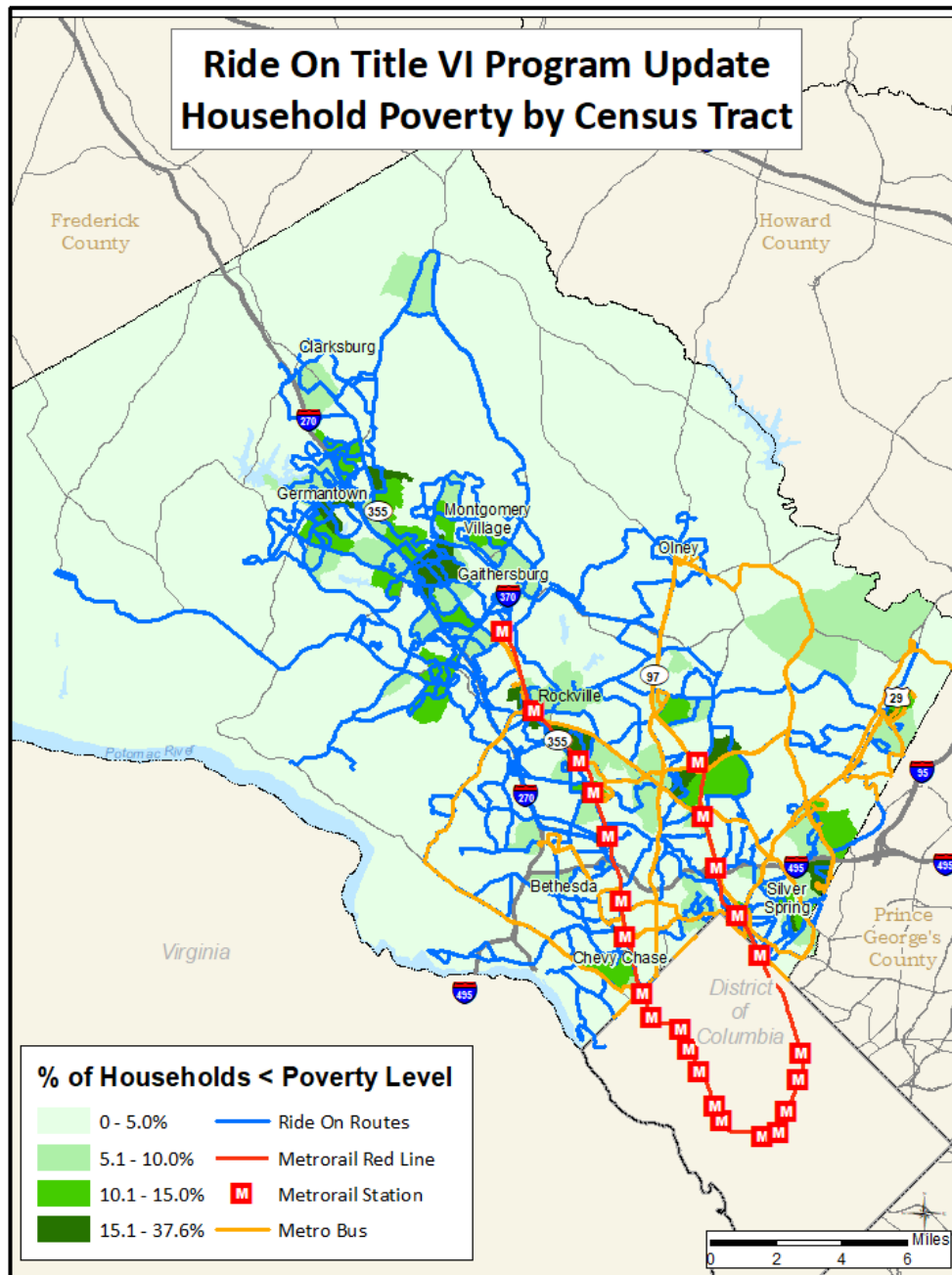
Figure 8: Montgomery County Minority Population Concentrations



Low Income Populations

Figure 3 illustrates the low-income populations served by the Ride On and Metrobus transit services.

Figure 9: Low Income Population Concentrations



Limited English Proficiency Populations

The United States Census' most recent American Community Survey (ACS) 5-year estimates (2017-2021) and 2021 1-year estimate offer current and reliable estimates of the number, proportion, and geographic distribution of Limited English Proficiency (LEP) persons in the Ride On service area. This analysis shows both data estimates of linguistically isolated households by census tract (Figure 4) and LEP concentration by county subdivision census-defined areas (Figures 5-10). The county subdivision geography was chosen because the estimates at this level provide the best balance between detail and statistical significance of the data.

According to the ACS 2021 1-year estimate, of the total Montgomery County population over the age of five (993,830), 15.4% (152,613) speak English "less than very well". Of this subpopulation, 75% speak one of six language groups at home: Spanish, Chinese (including Mandarin and Cantonese), Afro-Asiatic languages, Korean, French (including Patois and Cajun) and Vietnamese. Table 2 shows the number and proportion of all languages spoken using the ACS 2021 1-year data.⁷

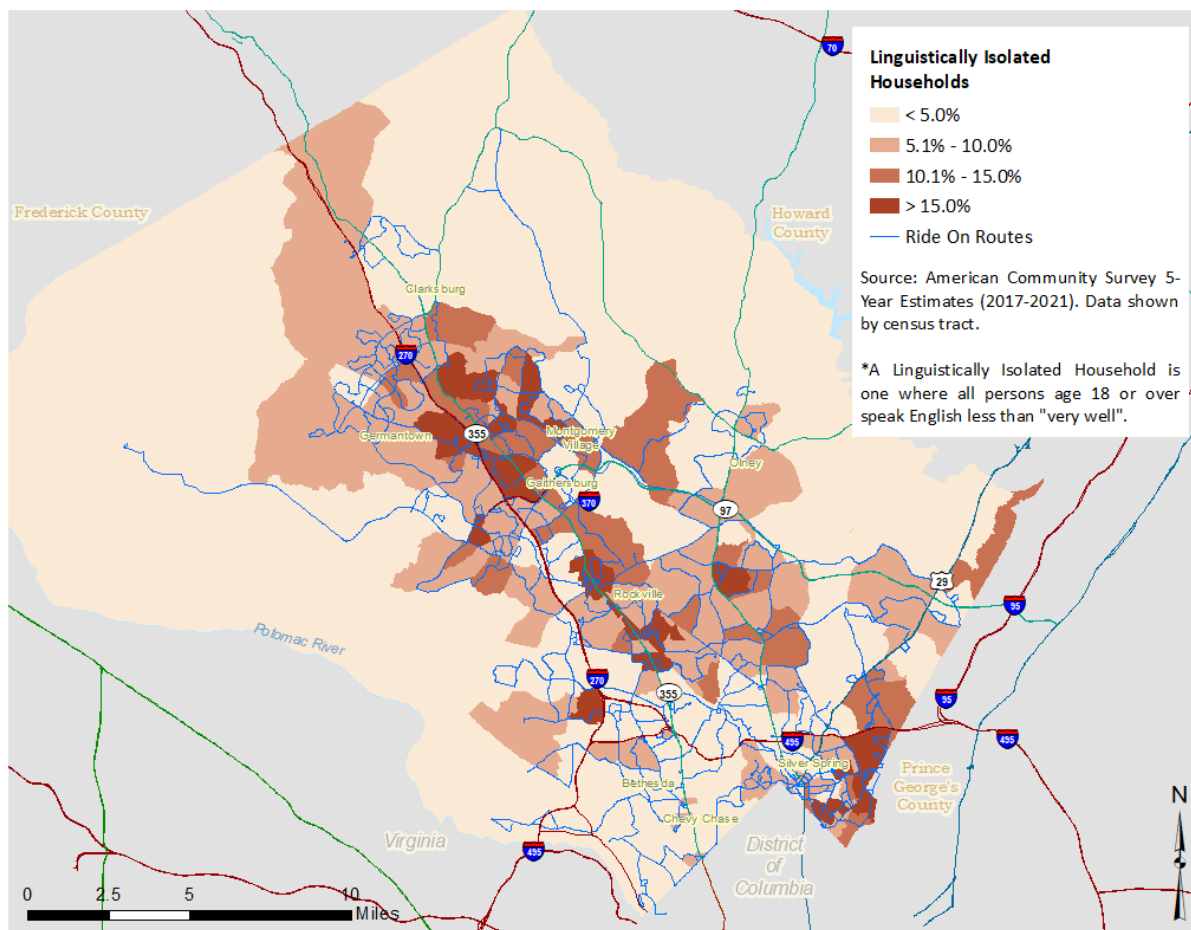
The Spanish speaking population has the largest number of persons (69,473) within the county who speak English less than "very well" with Chinese speakers having the second largest segment (20,144).

If no person age 14 or older speaks English only or very well, that household is considered to be linguistically isolated. As Figure 1 below shows, the highest concentrations of linguistically isolated households are around the Germantown/Gaithersburg area in the center of the county and the eastern portion of Silver Spring, with additional pockets along the MD-355/Metrorail Red Line Corridor.

⁷ ACS 2021 1-Year Table B08113: LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER.



Figure 10: Percent Linguistically Isolated Households, Montgomery County



**Table 3: Language Spoken at Home of Persons that Speak English Less than "Very Well" in Montgomery County
(Population 5 Years and Over)**

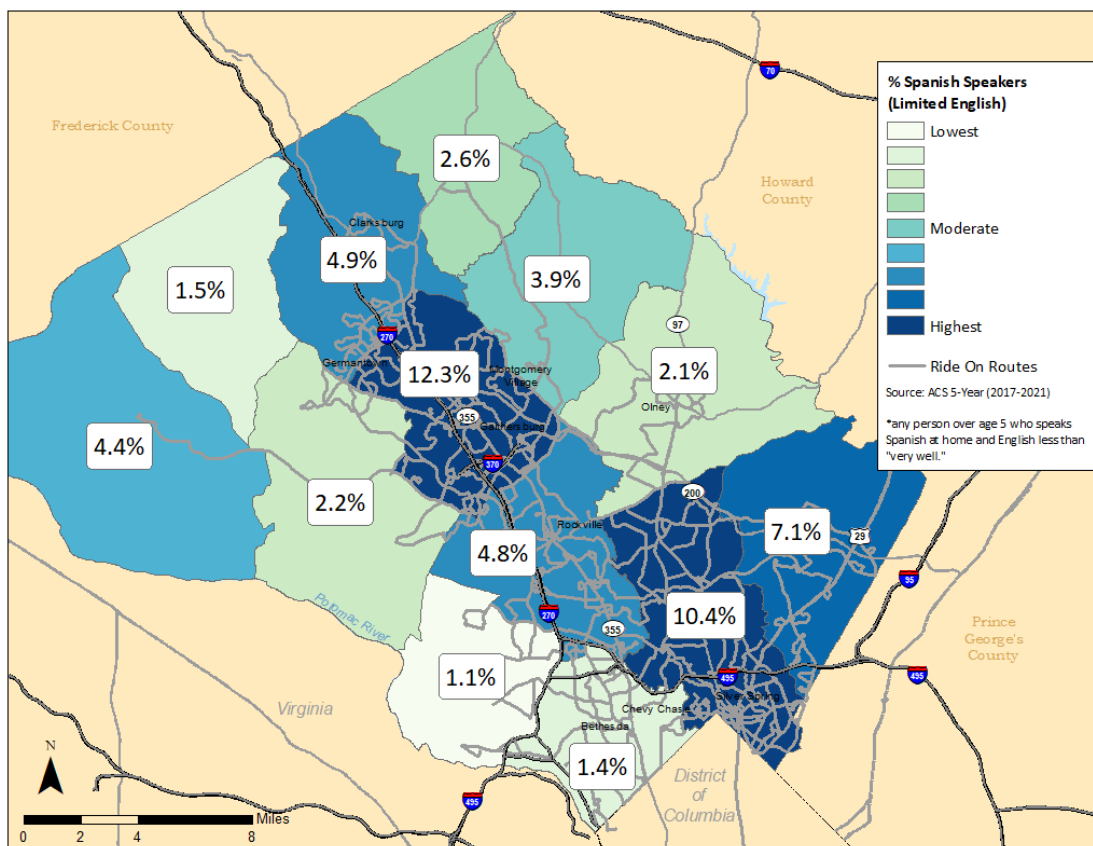
Language	LEP Population	% of County Population Speaking Language	% of LEP Population Speaking Language
Spanish	69,473	7.0%	45.5%
Chinese (incl. Mandarin, Cantonese)	20,144	2.0%	13.2%
Amharic, Somali, or other Afro-Asiatic languages	8,143	0.8%	5.3%
French (incl. Cajun)	7,708	0.8%	5.1%
Korean	4,676	0.5%	3.1%
Vietnamese	4,157	0.4%	2.7%
Persian (incl. Farsi, Dari)	3,437	0.3%	2.3%
Russian	3,394	0.3%	2.2%
Urdu	3,223	0.3%	2.1%
Portuguese	2,762	0.3%	1.8%
Tagalog (incl. Filipino)	2,608	0.3%	1.7%
Yoruba, Twi, Igbo, or other languages of Western Africa	2,539	0.3%	1.7%
Japanese	2,037	0.2%	1.3%
Hindi	1,737	0.2%	1.1%
Other languages of Asia	1,720	0.2%	1.1%
Tamil	1,647	0.2%	1.1%
Nepali, Marathi, or other Indic languages	1,465	0.1%	1.0%
Arabic	1,315	0.1%	0.9%
Thai, Lao, or other Tai-Kadai languages	1,295	0.1%	0.8%
Other Indo-European languages	1,025	0.1%	0.7%
Telugu	839	0.1%	0.5%
Other and unspecified languages	693	0.1%	0.5%
Ilocano, Samoan, Hawaiian, or other Austronesian languages	667	0.1%	0.4%
Swahili or other languages of Central, Eastern, and Southern Africa	650	0.1%	0.4%
Haitian	647	0.1%	0.4%
Bengali	638	0.1%	0.4%
Gujarati	622	0.1%	0.4%
Polish	596	0.1%	0.4%
Punjabi	441	0.0%	0.3%
Italian	405	0.0%	0.3%
Khmer	344	0.0%	0.2%
Armenian	262	0.0%	0.2%
Hebrew	262	0.0%	0.2%
Ukrainian or other Slavic languages	241	0.0%	0.2%
Malayalam, Kannada, or other Dravidian languages	211	0.0%	0.1%
German	161	0.0%	0.1%
Yiddish, Pennsylvania Dutch or other West Germanic languages	152	0.0%	0.1%
Greek	137	0.0%	0.1%
Hmong	98	0.0%	0.1%
Serbo-Croatian	42	0.0%	0.0%
Total LEP Population (Ages 5+)	152,613	15.4%	100.0%
Total County Population (Ages 5+)	993,830	100.0%	

Source: American Community Survey 2021 1-year estimate (Table B16001)



Using the American Community Survey 5-Year Estimates 2017 – 2021, Figures 5 – 10 below show the concentration of LEP persons for each of the top six languages spoken (Spanish, Chinese, Korean, Vietnamese, French (including Patois and Cajun), and Other Languages (of which almost all speak Amharic, Somali, or other African Languages). The figures show the percent of the population of each county subdivision that speaks the given language at home and speaks English less than “very well”. Subdivisions in dark blue have the greatest percentage of LEP speakers for that language. These figures give reasonable guidance regarding the areas likely to have higher language assistance needs and for which languages the assistance is needed. While we can be confident that those county subdivisions shown in dark blue tones have higher concentrations of the given LEP population than those county subdivisions in light green and tan, the rankings among subdivisions that have closer percentages may not hold true in reality.⁸

Figure 11: Spanish Speakers with Limited English Proficiency (percent of population by county subdivision)



⁸ Note regarding data limitations: This calculation deals with some sub-populations that are small and in some cases the estimates come with a significant margin of error; therefore, the percentages presented in Figures 2-7 can be considered good enough to identify the areas with highest percentages of LEP, non-English speakers, but percentages should not be used as concrete figures to compare with other data.



Figure 12: Chinese Speakers with Limited English Proficiency (percent of population by county subdivision)

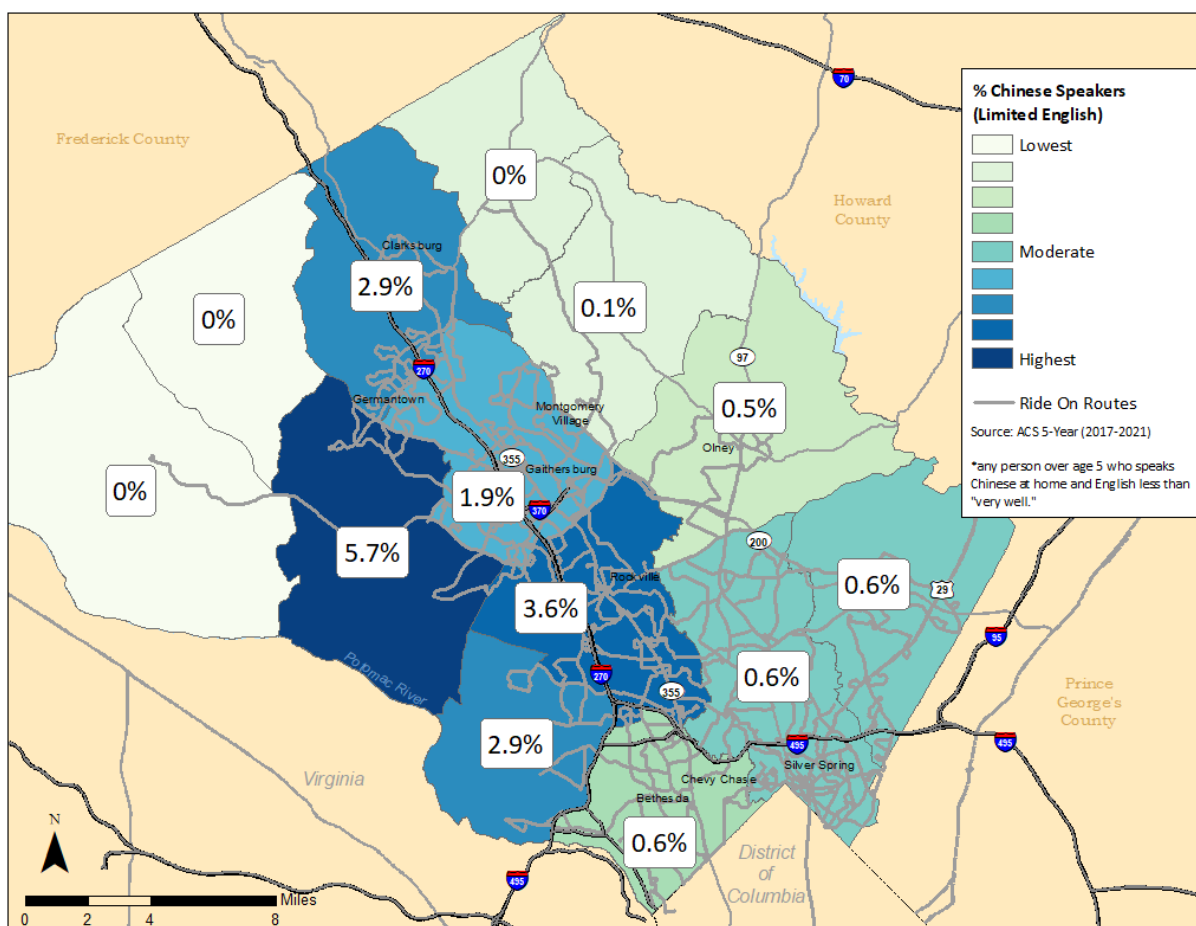


Figure 13: Korean Speakers with Limited English Proficiency (percent of population by county subdivision)

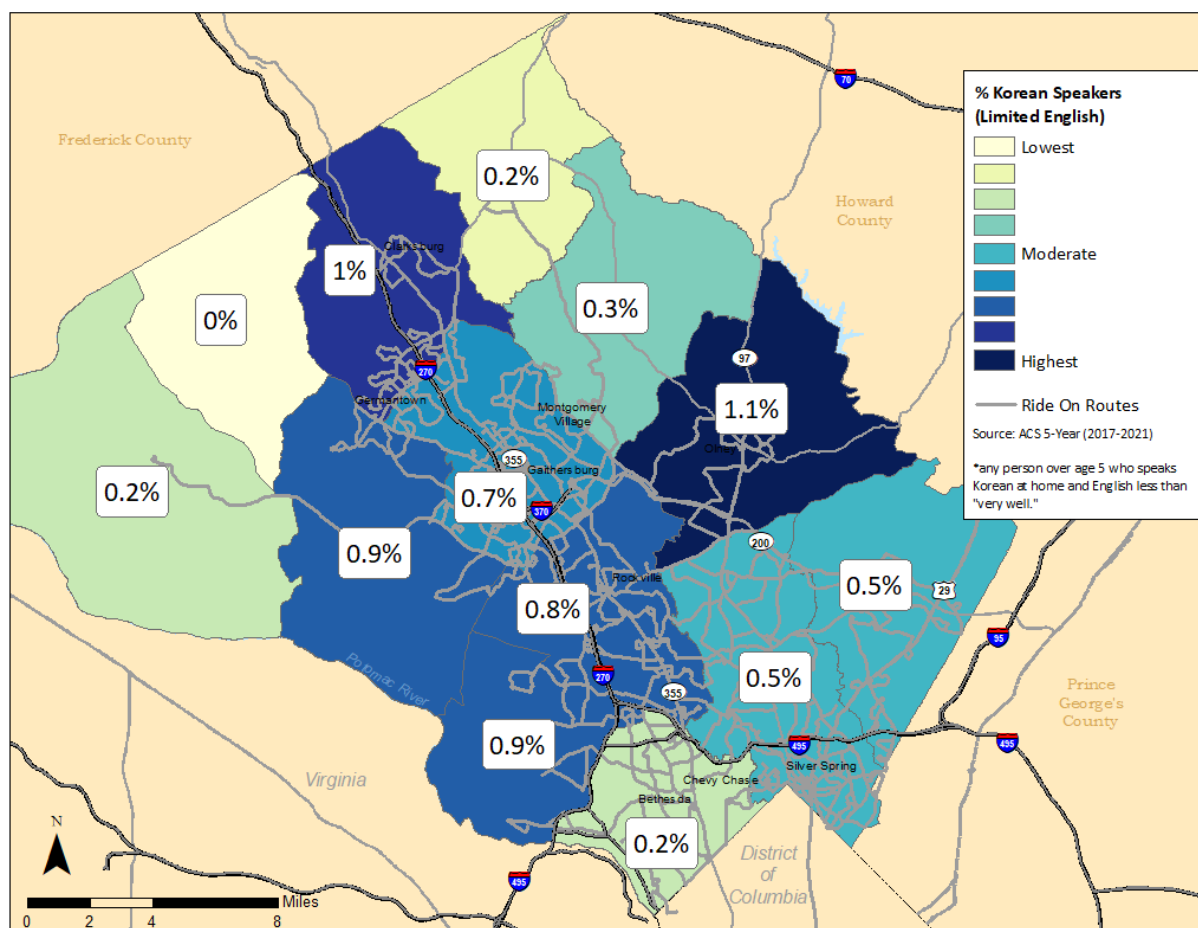


Figure 14: African Language Speakers with Limited English Proficiency (percent of population by county subdivision)

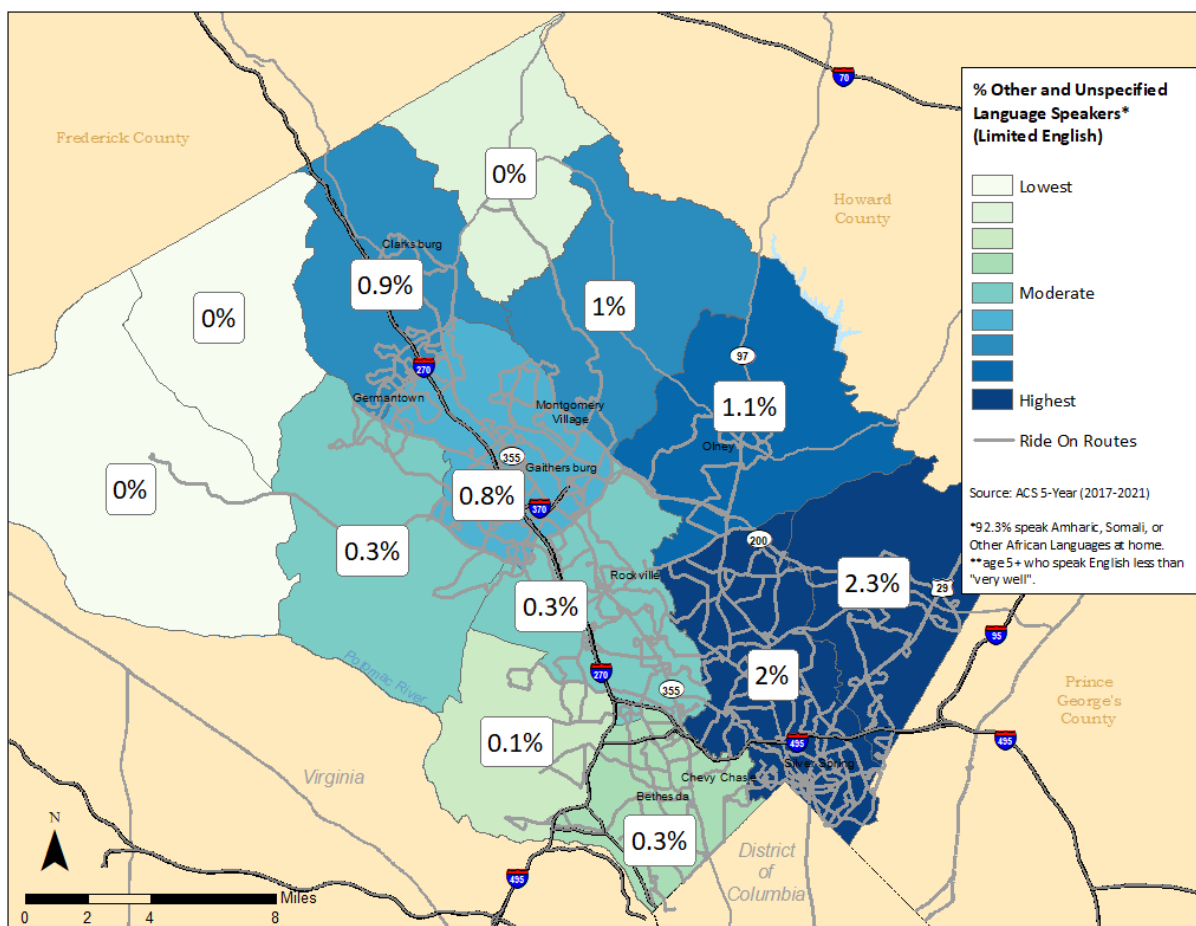


Figure 15: Vietnamese Speakers with Limited English Proficiency (percent of population by county subdivision)

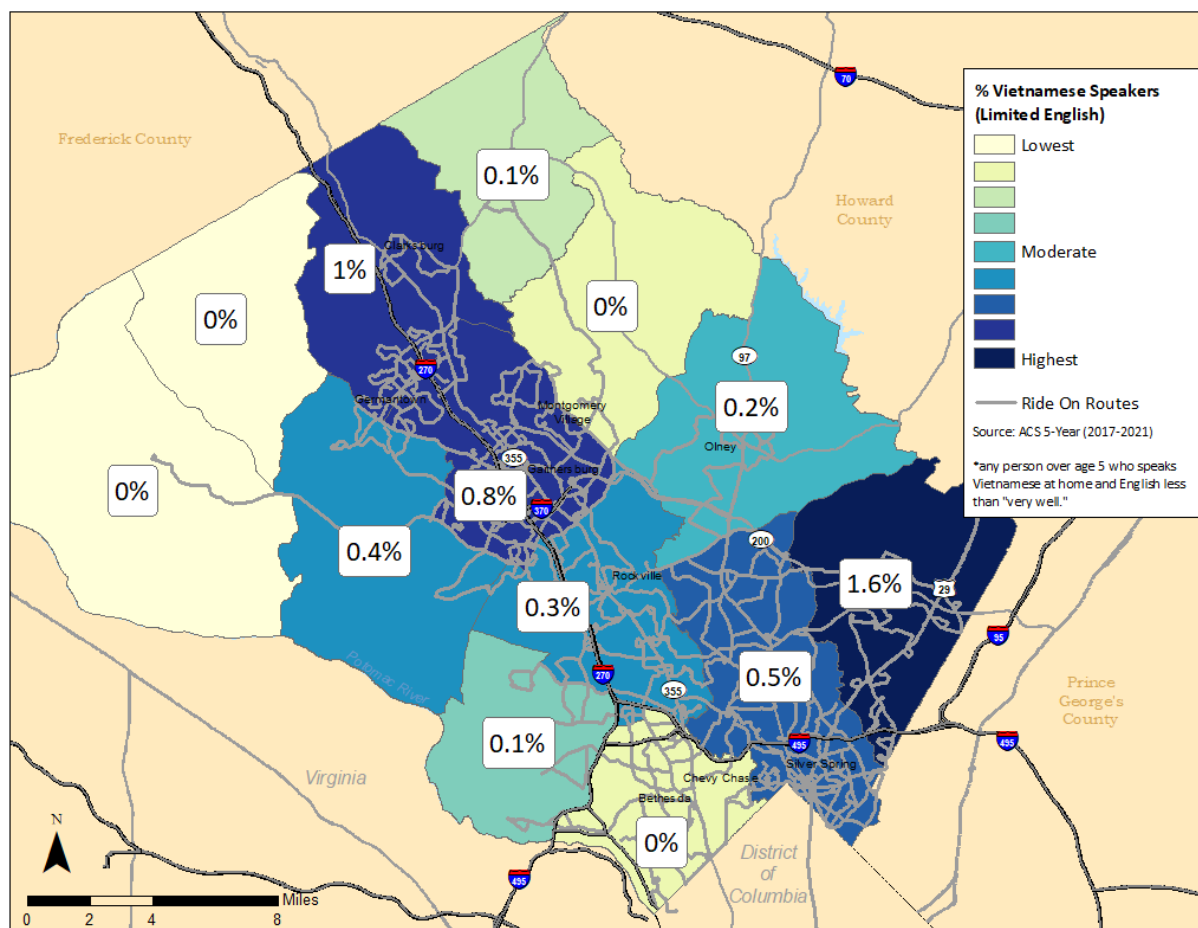
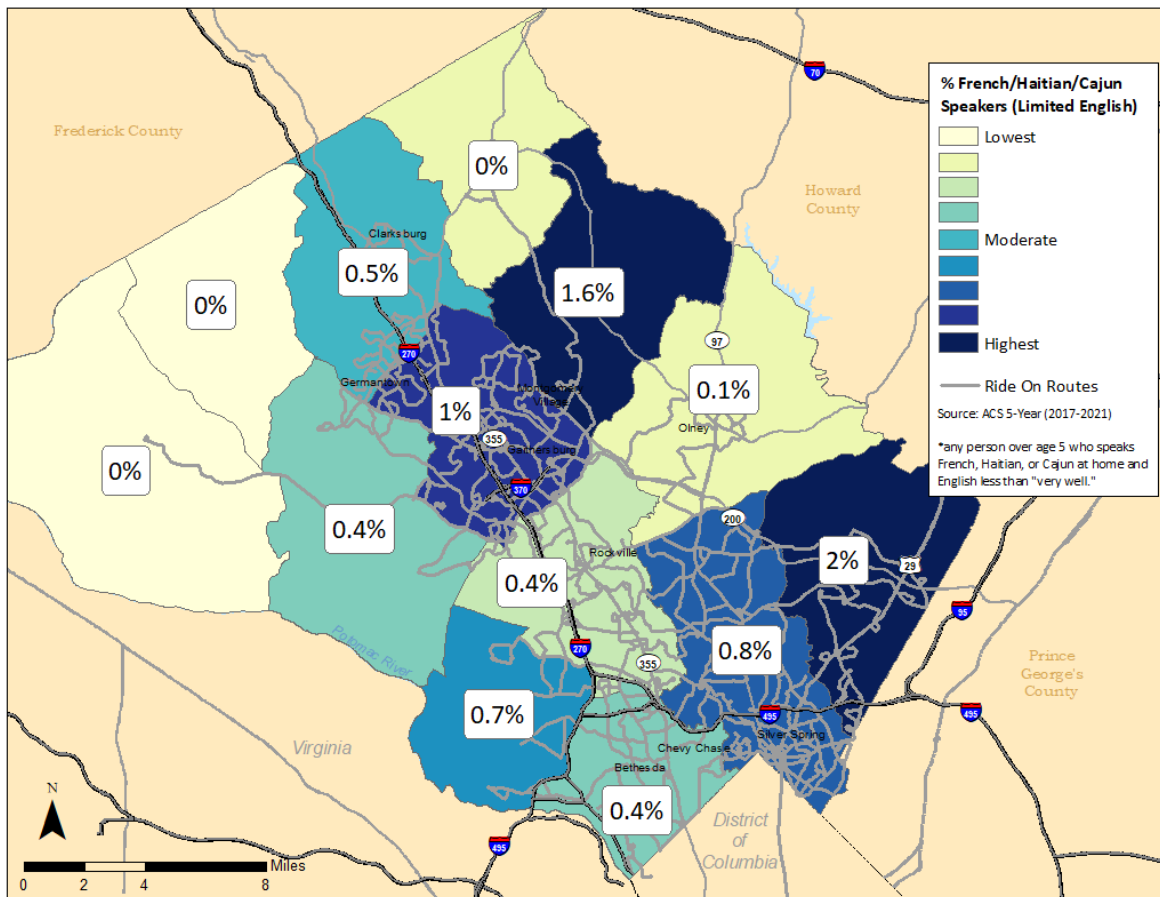


Figure 16: French Speakers (including Patois, Cajun) with Limited English Proficiency (percent of population by county subdivision)



7. PUBLIC PARTICIPATION SURVEY DATA AND ANALYSIS

The Ride On Onboard Survey and WMATA's Speak Up! It's Your Ride Survey and Outreach Campaign have been utilized to assist in developing public participation strategies.

Ride On Onboard Survey

Ride On's most recent onboard survey was conducted from September through December 2018. Surveys were available in the seven primary languages spoken in Montgomery County including English, Spanish, Chinese, Korean, Vietnamese, Amharic, and French. Data collectors were instructed to ask customers to participate in the survey and hand each participating customer a small clipboard with the survey so that it could be completed on the bus. Of the 10,897 returned surveys, 10,033 were English, 695 were Spanish and 169 were in other languages. Not all respondents responded to each question so the number of responses by question varies. Table 3 tabulates the results by ethnic background. Of those who shared their ethnicity, nearly 80% were minorities including 39.6% Black or African descent, 20.2% Hispanic, and 10.1% Asian.



Table 4: Ride On Ridership Ethnic Background

Ethnic Background	# of Responses	% of Responses
White	2,078	21.5%
American Indian or Alaskan Native	88	0.9%
Black or African American Descent	3,828	39.6%
Asian	973	10.1%
Hawaiian or other Pacific Islander	39	0.4%
Hispanic	1,956	20.2%
Middle Eastern Descent	78	0.8%
Two or More Races	622	6.4%
Total Responses	9,662	100.0%
Rather not say	958	
No response	277	
Total Surveys Returned	10,897	
Source: Ride On Onboard Survey – December 2018		

Table 4 tabulates the results by household income. Note that 47% of respondents had annual household incomes less than \$30,000.

Table 5: Ride On Ridership Household Income

Household Income	# of Responses	% of Responses
Less than \$20,000	2,483	27.3%
\$20,000 to \$29,999	1,760	19.4%
\$30,000 to \$49,999	1,755	19.3%
\$50,000 to \$74,999	1,052	11.6%
\$75,000 to \$99,999	687	7.6%
\$100,000 to \$149,999	701	7.7%
\$150,000 to \$199,999	400	4.4%
\$200,000 or more	249	2.7%
Total Responses	9,087	100.0%
No Response	1,810	
Source: Ride On Onboard Survey – December 2018		

Table 5 tabulates the results by language usage

Table 6: Language Spoken at Home Other than English

Response	# of Responses	% of Responses
Speak a language other than English at home	4,547	42.7%
Speak only English at home	6,084	57.2%
Other	10	0.1%



**Ride On Public Participation Plan
September 2023**

Total Responses	10,641	100.0%
Blank or no response	256	
Total Surveys Returned	10,897	100.0%
Source: Ride On Onboard Survey – December 2018		

Tables 6 and 7 tabulate language skill.

Table 7: Ability to Read English

Read English	# of Responses	% of Responses
Very Well	8,091	75.5%
Well	1,702	15.9%
Not Well	721	6.7%
Not at All	206	1.9%
Total Responses	10,720	100.0%
Blank or no response	177	
Total Surveys Returned	10,897	
Source: Ride On Onboard Survey – December 2018		



Table 8: Ability to Speak English

Speak English	# of Responses	% of Responses
Very Well	7,779	73.1%
Well	1,817	17.1%
Not Well	836	7.9%
Not at All	209	2.0%
Total Responses	10,641	100.0%
Blank or no response	256	
Total Surveys Returned	10,897	
Source: Ride On Onboard Survey – December 2018		

The data results are summarized that:

- 42.7% of respondents reported that they speak a language other than English at home
- 8.7% indicated that they read English not well or not at all
- 9.9% indicated that the speak English not well or not at all

The Ride On Onboard Survey asked questions about the use of smart phones and apps as well as the customer's preferred methods of communication. Table 8 tabulates the responses concerning the use of smart phones, Table 9 lists the preferred method of communication and Table 10 analyses the preferred method of communication by income group.

Table 9: Use of Smart Phones and Apps

Smart Phones and Apps	# Yes	% Yes	# No	% No	Total Responses	No Response
Do you use a smart phone and apps?	6,989	79.2	1,838	20.8	8,827	2,070
Do you use the Ride On Real-Time App?	4,029	47.6	4,440	52.4	8,469	2,428
Do you use another transit app for Ride On Info?	2,168	27.5	5,703	72.5	7,871	3,026
Do you get text messages for Ride On bus times?	1,652	19.8	6,676	80.2	8,328	2,569

Table 10: Preferred Method of Communication

Preferred Communication	Responses	% of Responses
Twitter	551	6.8%



Ride On Public Participation Plan September 2023

Facebook	1,044	12.8%
Email	2,119	26.0%
Text Message	2,065	25.4%
NextDoor.com	153	1.9%
Other	1,220	15.0%
Multiple Answers	987	12.1%
Total Responses	8,139	100.0%
No response	2,758	
Total Surveys Returned	10,897	
Source: Ride On Onboard Survey – December 2018		

Table 11: Preferred Method of Communication by Income Group

Preferred Communication	Less than \$30,000	More Than \$30,000	No Response to Income Question	All Responses
Email	32.9%	38.1%	35.1%	35.7%
Facebook	24.0%	13.2%	14.6%	17.6%
Twitter	8.7%	9.5%	10.3%	9.3%
Text	31.8%	36.8%	37.0%	34.9%
Next Door	2.6%	2.5%	3.0%	2.6%
Source: Ride On Onboard Survey – December 2018				

For Ride On's transit customers that answered the question, 79% indicated that they use smart phones and apps. The customers that provided an answer indicated that email was the preferred method of communication with 36% of responses, while Facebook had 18% of responses, Twitter had 9% of responses, Text had 35% of responses and Next Door had 3% of responses.

8. REGIONAL PLANNING AND COOPERATION

Because of the multiple transit services within Montgomery County, coordination of public participation activities between the transit agencies is important. Marketing and public outreach staff of the MTA, WMATA and the Division of Transit Services should maintain regular communication and coordinate their outreach activities.



Maryland Transit Administration Public Participation Plan

The Maryland Transit Administration (MTA) developed its Public Participation Plan to guide the decision-making process when proposing certain service changes and fare increases subject to public comment. MTA developed the PPP with the flexibility to adjust appropriately and as needed to accommodate public involvement. Several MTA departments and offices have responsibilities for carrying out the plan including:

The Customer Relations Department serves as an advocate for customers regarding policies, service information, customer service-related issues, recommendations, and system-wide construction and rehabilitation projects. Inclusive of this department is the Transit Information Contact Centers who work to resolve ongoing customer issues. InfoCom, a customer tracking system, is used to document customer comments, recommendations and suggestions. The Customer Relations Department also provides oversight of the **Citizens Advisory Committee (CAC)** and the **Citizens Advisory Committee on Accessible Transportation (CACAT)**. community.

The Community Relations Department ensures the agency maintains a presence in the community by identifying low income, minority, and Limited English Proficient (LEP) populations, coordinating informational meetings, public forums, and public outreach efforts. When MTA proposes service changes the department informs customers and communities, provides opportunities for public involvement and input, and responds to community-initiated concerns regarding transit issues. Community Relations staff is responsible for providing ADA accessible locations for all public meetings, translated written material, language interpretation service, and written material in alternate formats when requested (such as Braille and documents recorded on CDs).

The Office of Public Affairs and Marketing provides and produces multimedia marketing and communications materials that promote Maryland Transit Administration. Office of Public Affairs and Marketing uses state-of-the-art multimedia resources and tools to position the MTA as one of the nation's premier public transit providers. Office of Public Affairs and Marketing's services support the MTA's strategic mission to offer riders excellence in transportation, communication, and public outreach. Office of Public Affairs and Marketing provides a wide array of services.

The Office of Governmental Affairs primarily focuses on legislative activities (State, Federal, and Local), Transit Policy and Technical Support, Constituent Services, Strategic Community Development, Administration of MDOT Workflow Correspondence System and Special Projects.

WMATA Public Participation Plan – 2020 - 2023

WMATA identified proactive strategies that engage minority, low-income, and LEP communities, created a process that will facilitate inclusive participation, and developed a set of performance measures that will track whether the agency is reaching its desired outcomes. WMATA's Public Participation Plan (PPP) includes goals and objectives to ensure that Metro's



public participation activities are effective, efficient, and compliant with federal requirements for inclusive public participation. These goals are to be:

1. Inclusive: Actively facilitate the involvement of all communities that may be affected in the public participation process
2. Collaborative: Work jointly with the community throughout the planning and project development process.
3. Responsive: Proactively link public feedback to outcomes in order to build trust.
4. Consistent: Ensure established guidelines from the PPP are followed throughout Metro.

The 2017 - 2020 plan recommendations include:

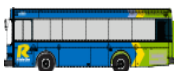
- Expand strategies and internal processes for reaching Limited English Proficient (LEP) communities.
- Consider new and innovative ways to collect feedback and communicate about planned projects to hard-to-reach communities especially those techniques that save resources.

Division of Transit Services staff has participated in the development of WMATA's PPP and will coordinate Ride On's public participation activities with WMATA.

9. KEY FINDINGS

1. Compared to the County's population, Ride On's ridership is more minority, lower income and has a higher percentage of LEP persons. The comparisons below are from the 2017-2021 American Community Survey 5-Year Estimates and the 2018 Ride On Onboard Survey:
 - While Montgomery County already has a high minority population, comprising 57.5% of county residents, Ride On's ridership has a significantly higher proportion, with 78.5% identifying as part of a racial or ethnic minority.
 - 6.9% of County households are in poverty while 27.3% of Ride On riders reported a household income less than \$20,000 per year.⁹
 - 15.4% of the county's population speaks English less than very well (or not at all), while 26.9% of Ride On riders indicated this.
2. The use of smart phones and apps is very high for transit riders, with 79% of the 2018 survey respondents indicating that they use a smart phone with apps. This is a 15

⁹ Household poverty is determined by the number of children and adults in a household, so \$20,000 is not an exact poverty level. However in the 2017-2021 ACS the median household size was 2 people, the average household size was 2.6 people, the poverty thresholds for a two-person household were between \$16,000-\$19,000, and the poverty thresholds for a three-person household were between \$21,000-\$22,000.



percentage point increase compared with the 2014 survey when 64% reported using smart phone with apps.

3. When analyzed by income, the 2018 survey indicated that 67% of riders with household incomes less than \$30,000 make use of the smart phones with apps, while 74% of households with higher incomes reported use of smart phones with apps. While the use of smart phone with apps is high, there are still a significant number of Ride On customers who do not utilize the technology.
4. There are multiple ways to communicate with Ride On customers. According to the 2018 Ride On Onboard Survey, 36% prefer email, 35% prefer text message, 18% prefer Facebook and 9% prefer Twitter.

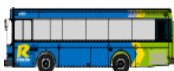
10. PUBLIC PARTICIPATION ACTIVITIES AND METHODS

The Division of Transit Services' public involvement activities and methods will vary depending upon the type of project or public decision.

Public Participation Activities

Generally, there are five types of public involvement activities including:

- **Ongoing Customer Communication** – Regular communication is needed to maintain dialogue with existing customers and to recruit new customers. Ongoing communication will focus on the website, Facebook page, periodic electronic newsletters, on-board advertising, and communication with community-based organizations. The ongoing customer communication activities will seek to increase the number of email list serve participants.
- **Fare Policy Changes** – Ride On fare policy changes are approved and conducted by the Montgomery County Council. The fare policy changes are coordinated with WMATA. Depending on the nature of the fare policy change, public participation strategies will be coordinated with WMATA.
- **Major Service Changes** – Public participation activities for major service changes will be directed to the affected customers. For new services, outreach will be focused through MNCPPC certified civic associations / HOAs and Montgomery County regional service centers. For service reductions communication will be focused on existing customers that will be adversely affected.
- **Capital Projects** – Each capital project is expected to require a different public participation strategy customized for the proposed project. Capital project public participation strategies will focus on communicating with citizens that may be adversely affected by the proposed project.
- **Planning Projects** – Short and long-range planning projects may require public involvement and community outreach. Ride On planning projects may be coordinated with the Maryland National Capital Parks and Planning Commission and the Metropolitan



Washington Council of Governments. Planning project public participation strategies will focus on communicating with all citizens, especially minority, low income and LEP populations.

Public Participation Methods

The Division of Transit Services strives to proactively promote public involvement and to inform the public of current initiatives, issues and programs. The following methods include those used to inform, reach out to invite participation, and to seek input public input. They identify how each method could best be used and is based on input collected from the community and Division of Transit Services staff experience. The methods are not listed in priority order.

- 1. Printed Materials Produced by Division of Transit Services** - Outreach information can be publicized in printed materials produced by the Division of Transit Services such as rider notices, car cards, flyers, posters, and banners. Based on experience, the Division of Transit Services has found a combination of these methods, along with e-notifications, to be the most effective forms of notification.
- 2. Ride On Website** - The Ride On website, is a communications tool providing substantial information about Ride On policies, strategies, plans, and methods. Ride On's website <http://www.montgomerycountymd.gov/DOT-Transit/> provides the option to translate many of the web pages into 84 different languages. Ride On also uses social networking applications such as Facebook and Twitter. Visit Ride On's Facebook page at <https://www.facebook.com/RideOnMCT> or Twitter feed at <https://twitter.com/RideOnMCT> for more sources of updated information.
- 3. Postcards and Letters Distributed by Mail** - Participation methods are occasionally publicized by letter or postcard distributed by mail. This can be an effective method for reaching a specific geographic area or population group.
- 4. Station Information Resources** - Information resources may be located in WMATA stations and Ride On Transit Centers to communicate schedule and service information. Fixed and electronic postings in the transit stations and centers are also used to conduct outreach.
- 5. Media Targeted to Ethnic Enclaves** - Participation opportunities are publicized through newspaper publications serving primarily English and Spanish speaking audiences. The Division of Transit Services also publicizes in other ethnic enclave media when applicable.
- 6. Coordination with Community Events** – The Division of Transit Services hosts information booths to provide materials regarding its service and outreach methods at community events.
- 7. Meetings with Civic and Community Organizations** – The Division of Transit Services works with civic associations / HOAs certified by the MNCPPC. As needed, the Division of Transit Services provides updates on its policies, projects, strategies, and methods by accepting invitations to participate in scheduled meetings of civic associations. These



gatherings provide an opportunity to make a presentation, answer questions, and address issues.

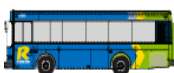
- 8. Informational Public Meetings** – The Division of Transit Services conducts several different types of meetings. Some meetings are designed to engage the public to provide their input, testimony, or comments regarding proposed changes. In the post-COVID world online or hybrid meetings have become standard. In-person meetings should be hosted at venues that are fully accessible for persons with disabilities, and in general served by public transit. It is typical to conduct a series of meetings on a single topic. The Division of Transit Services considers the best areas or communities to conduct meetings and hearings by first examining the topic and/or the issues that may affect riders and communities. The Division of Transit Services secures meeting venues with consideration to time of day, length of time required for the meetings, and the number of expected attendees.

8a. Meeting Formats

- **Informational Open House** - This format provides opportunities for participants to receive information at their own pace by visiting a series of information stations that may include table-top displays, maps, Power Point presentations, photographs, visualizations, and other tools. Participants have the opportunity for one-on-one conversations with the appropriate Division of Transit Services staff. Occasionally open houses include a short educational presentation followed by a discussion period for comments and questions and answers. Participants are often given comment forms to provide written comments. Division of Transit Services staff is available to take verbal comments and transcribe them to provide a written record.
- **Public Forums** – Public forums are conducted to obtain formal comments for the public record. They are normally conducted with a hearing officer and a court reporter who transcribes the public comments. Public forums may be conducted as a part of Montgomery County Council meetings.

8b. Community Meeting Considerations

- **Meeting Mode:** Meetings can be hosted virtually, in-person, or a hybrid of both. Virtual meetings will likely have higher attendance, but many residents may feel better heard and understood from an in-person one. Hybrid meetings can be a way of getting the benefits of both, but technology and logistics must be planned carefully to ensure virtual attendees can both hear the information and participate in providing feedback. If time and resources allow hosting both one virtual meeting and one or more in-person meetings can provide the most benefit.
- **Meeting Locations (In-Person)** - Locations are selected for the convenience and comfort level of the public. Typical venues include public libraries, local schools, colleges, and state or city owned buildings. The Division of Transit Services



conducts all public participation activities at locations fully accessible to persons with disabilities and preferably, the venues should be served by public transit.

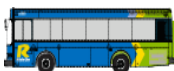
- **Meeting Times** - Public participation methods are scheduled at varying times of day and preferably on different days of the week. Typically meetings are conducted on weeknights after traditional work hours. Meetings conducted in the central business district are scheduled during traditional lunch hours with an additional hour or from noon until 6:00 PM.

9. Partnerships with Community Based Organizations - The Office of Community Partnerships has developed working relationships with several Community Based Organizations. These relationships expand the reach of the County's public involvement activities.

10. Translation and Interpretive Services – The Division of Transit Services works with translation services to translate written public information into other languages as needed. Prearranged onsite language interpretation service is provided upon request at public meetings/forums.

11. Ride On's Ongoing Public Participation Methods - The Division of Transit Services promotes ongoing public participation with emphasis on outreach to low income, minority, and LEP populations. The Division of Transit Services conducts proactive outreach to expand the reach, inclusivity, and effectiveness of its transit services. Examples of ongoing methods include:

- Ride On website <http://www.montgomerycountymd.gov/DOT-Transit/>
- Ride On Facebook page <https://www.facebook.com/RideOnMCT>
- Ride On communications via Twitter <https://twitter.com/RideOnMCT>
- E-notification system: www.montgomerycountymd.gov/govdelivery
- Regular communications with media
- Press briefings and news releases
- Rider bulletins in WMATA stations at Ride On transit centers and on vehicles
- Language Line Services (LLS)
- Language interpreters at public meetings (when requested)



**Ride On Public Participation Plan
September 2023**

APPENDIX A – PUBLIC PARTICIPATION EVENTS FY 21 – FY 23

Meetings/Event	Locations	Date & Time	Attendees (approximate)
FY21			
Flash BRT Launch	6 Flash Stations	October 14, 2020	657
Flash BRT Launch	6 Flash Stations	October 15, 2020	535
Transit Equity Webinar	Virtual (Zoom)	March 30, 2021	70
FY22			
County Agricultural Fair	Gaithersburg Fairground	August 13-20, 2021	13,000
Virtual Senior Resource Fair	Virtual (Zoom)	September 9, 2021	300
Flash BRT 1st Anniversary	6 Flash Stations	October 14, 2021	1500
November Senior Forum	Virtual (Zoom)	November 3, 2021	160
Supporting Mental Health Virtual Town Hall Meeting	Virtual (Zoom)	March 1, 2022	65
Active Aging Expo	Bohrer Park Activity Center/Gaithersburg	May 5, 2022	500
Travel Training - Magruder High School	Magruder High School	May 11, 2022	25
Vietnamese Senior Club Call-n-Ride Presentation	Old Columbia Pike, Silver Spring, MD	May 12, 2022	100
New Route 27 Public Forum	Virtual (Zoom)	June 2, 2022	
FY23			
County Agricultural Fair	Gaithersburg Fairground	August 12-20, 2022	46,056
Bienvinedos New Comers Outreach	Mid-County Regional Service Center	October 1, 2022	50
Ride On Reimagined Focus Group	White Oak Senior Center	November 15, 2022	30
Travel Training - Youth with Disabilities	Shepard Pratt School	December 13-15, 2022	82
Route 51 Extension Public Forum	Virtual (Zoom)	January 5, 2023	
Travel Training - Transitioning Youth	Montgomery College/Rockville Campus	January 18, 2023	23
New Parents' Meeting	Bel Pre Elementary School	February 1, 2023	100



**Ride On Public Participation Plan
September 2023**

Meetings/Event	Locations	Date & Time	Attendees (approximate)
Bienvinidos New Comers Outreach	Montgomery Village Middle School	March 11, 2023	200
Joan Karasik Resource Fair	Montgomery County	March 14, 2023	200
GreenFest	Mid-County Regional Service Center	April 23, 2023	200
Health Fair	Magruder High School Cluster	April 29, 2023	75
Street Festival	Montgomery Hills Community	April 29, 2023	115
Active Aging Expo	Bohrer Park Activity Center/Gaithersburg	May 4, 2023	500
Truck Day	Gaithersburg Presbyterian PreSchool	May 10, 2023	100
Bike To Work Day Pit Stop	Rockville Town Square	May 19, 2023	100
Bike To Work Day Pit Stop	Silver Spring Civic Building	May 19, 2023	75
Bike To Work Day Pit Stop	Mid-County Regional Service Center	May 19, 2023	44
Bike To Work Day Pit Stop	Marian Fryer Town Plaza /Wheaton	May 19, 2023	44
Health Fair	Seneca Valley High School	May 20, 2023	80
Community Fair	Arcola Elementary School	May 25, 2023	120
Seniors Health & Wellness Expo	Leisure World, Silver Spring	June 1, 2023	300
Bienvinidos New Comers Outreach	White Oak Middle School	June 10, 2023	75
Ride On Trip Planner Outreach Teams	17 Metro Stations & Transit Centers	July 10-21, 2023	5930
Touch-A-Truck	Westfield Montgomery Mall	July 15, 2023	200
Greater Seneca Transit Network Outreach	Crown Farm Area of Gaithersburg	July 15, 2023	25



APPENDIX B – MONTGOMERY COUNTY COMMUNITY BASED ORGANIZATIONS

Organization	Address	City	Services 1	Services 2	Services 3	Services 4	Services 5
African Immigrant & Refugee Foundation	11350 Baroque Road	Silver Spring	African Comm.				
American Cancer Society - Silver Spring Office	11331 Amherst Avenue	Silver Spring	Medical	Disabilities			
Asian American LEAD	10111 Colesville Road	Silver Spring	Asian Comm.				
Asian American LEAD (AALEAD)	11141 Georgia Avenue - Suite 515	Wheaton	Asian Comm.				
Asian Pacific American Legal Resource Center	11141 Georgia Avenue - Suite 215	Silver Spring	Asian Comm.	Legal Resources			
Bethel World Outreach Church	8242 Georgia Avenue	Silver Spring	Comm. Help Org.	General	Education	Religious	African Comm.
Caribbean Help Center	10140 Sutherland Road	Silver Spring	Comm. Help Org.	Caribbean Comm.			
CentroNia - Maryland	1345 University Boulevard E.	Takoma	Spanish Comm.	Education			
Charles W. Gilchrist Center for Cultural Diversity - Maryland	11319 Elkin Street	Wheaton	Community Ctrs	Government			
Chinese Cultural and Community Service Center	9366 Gaither Road	Gaithersburg	Asian Comm.				
Church of the Redeemer	19425 Woodfield Road	Gaithersburg	Women/ Family	General	Youth Org.	Religious	Education
Community Family Life Services - Milestone Place	1010 Grandin Avenue, Suite A	Rockville	Community Ctrs	Medical	Religious		
Community Ministries of Gaithersburg	9075 Comprint Ct.	Gaithersburg	Community Ctrs	Religious			



**Ride On Public Participation Plan
September 2023**

Organization	Address	City	Services 1	Services 2	Services 3	Services 4	Services 5
Community Ministries of Rockville	1010 Grandin Avenue	Rockville	Community Ctrs	Religious			
Community Support Services	9075 Comprint Ct.	Gaithersburg	Community Ctrs	Disabilities			
Covenant Life	7501 Muncaster Mill Road	Gaithersburg	Women/ Family	General	Youth Org.	Religious	Skills/ Job Training
African Immigrant & Refugee Foundation	11350 Baroque Road	Silver Spring	African Comm.				
American Cancer Society - Silver Spring Office	11331 Amherst Avenue	Silver Spring	Medical	Disabilities			
Asian American LEAD	10111 Colesville Road	Silver Spring	Asian Comm.				
Asian American LEAD (AALEAD)	11141 Georgia Avenue - Suite 515	Wheaton	Asian Comm.				
Asian Pacific American Legal Resource Center	11141 Georgia Avenue - Suite 215	Silver Spring	Asian Comm.	Legal Resources			
Bethel World Outreach Church	8242 Georgia Avenue	Silver Spring	Comm. Help Org.	General	Education	Religious	African Comm.
Caribbean Help Center	10140 Sutherland Road	Silver Spring	Comm. Help Org.	Caribbean Comm.			
CentroNia - Maryland	1345 University Boulevard E.	Takoma	Spanish Comm.	Education			
Charles W. Gilchrist Center for Cultural Diversity - Maryland	11319 Elkin Street	Wheaton	Community Ctrs	Government			
Chinese Cultural and Community Service Center	9366 Gaither Road	Gaithersburg	Asian Comm.				
Church of the Redeemer	19425 Woodfield Road	Gaithersburg	Women/ Family	General	Youth Org.	Religious	Education



**Ride On Public Participation Plan
September 2023**

Organization	Address	City	Services 1	Services 2	Services 3	Services 4	Services 5
Community Family Life Services - Milestone Place	1010 Grandin Avenue, Suite A	Rockville	Community Ctrs	Medical	Religious		
Community Ministries of Gaithersburg	9075 Comprint Ct.	Gaithersburg	Community Ctrs	Religious			
Community Ministries of Rockville	1010 Grandin Avenue	Rockville	Community Ctrs	Religious			
Community Support Services	9075 Comprint Ct.	Gaithersburg	Community Ctrs	Disabilities			
Maryland Multicultural Youth Centers	1320 Fenwick Ln. Suite 600	Silver Spring	Education	Youth Org.			
Montgomery County Health and Human Services	8818 Georgia Avenue	Silver Spring	Government	Medical	Social Services		
Montgomery Aquatic Center	5900 Executive Boulevard	North Bethesda	Government	Community Ctrs			
Montgomery Coalition for Adult English Literacy (MCAEL)	12320 Parklawn Drive	Rockville	Skills/ Job Training	Education			
Montgomery County Refugee Center (Montgomery College)	8561 Fenton Street, Suite 210	Silver Spring	Skills/ Job Training	Education	Social Services		
Montgomery County Transit - RIDE ON	101 Monroe Street - 5th Floor	Rockville	Government				
Montgomery County, Office of Community Affairs	401 Hungerford Drive, Fifth Floor	Rockville	Government				
Montgomery County, Office of Community Partnerships	225 Rockville Pike	Rockville	Government				
NST Myosenji Temple	310 University Boulevard, West	Silver Spring	Religious	Asian Comm.			
Office of Community Partnerships	2424 Reedie Drive	Wheaton	Spanish Comm.	Comm. Help Org.	Government		



**Ride On Public Participation Plan
September 2023**

Organization	Address	City	Services 1	Services 2	Services 3	Services 4	Services 5
Organization of Chinese Americans	P.O. Box 10433	Rockville					
Parent Encouragement Program (PEP)	10100 Connecticut Ave.	Kensington	Women/ Family				
PSI Family Services	8401 Connecticut Avenue	Chevy Chase	Comm. Help Org.	Women/ Family			
Rockville Volunteer Fire Department	P.O. Box 1547	Rockville	Government				
Self Help for Hard of Hearing	7910 Woodmont Avenue, Suite 1200	Bethesda	Disabilities	Skills/ Job Training	Social Services		
Sligo Seventh Day Adventist Church	7700 Carroll Avenue	Takoma Park	Youth Org.	General	Women/ Family	Religious	
Spinal Cord Injury Network of Metropolitan Washington	14 Wolf Drive	Silver Spring	Disabilities	Medical			
The Arc Montgomery County - Maryland	11600 Nebel Street	Rockville	Disabilities	Senior Comm.			
The Nature Conservancy of Maryland/DC Office	5410 Grosvenor Lane	Bethesda	Government				
Washington Ear	12061 Tech Rd.	Silver Spring	Disabilities	Medical			
Washington International Japanese Church	13008 North Commons Way	Potomac	Religious	Asian Comm.			
Congregation Or Chadash	24800 Kings Valley Rd	Damascus	Religious	Jewish Comm.			
Washington Buddhist Temple	20900 New Hampshire Ave	Brookeville	Religious	Asian Comm.			
Beth Messiah Congregation	20300 Pleasant Ridge Dr	Montgomery Village	Religious	Jewish Comm.			
Kehilat Shalom	9915 Apple Ridge Rd	Gaithersburg	Religious	Jewish Comm.			



**Ride On Public Participation Plan
September 2023**

Organization	Address	City	Services 1	Services 2	Services 3	Services 4	Services 5
Ohev Sholom Talmud Torah	18320 Georgia Ave	Olney	Religious	Jewish Comm.			
B'Nai Shalom	18401 Burtfield Dr	Olney	Religious	Jewish Comm.			
Chabad Of Olney	17320 Georgia Ave	Olney	Religious	Jewish Comm.			
Shaare Tefila Congregation	16620 Georgia Ave	Olney	Religious	Jewish Comm.			
Tikvat Israel Congregation	2200 Baltimore Rd	Rockville	Religious	Jewish Comm.			
American Zen College	16815 Germantown Rd	Germantown	Religious	Education			
Shaare Torah Congregation	1409 Main St	Gaithersburg	Religious	Jewish Comm.			



**Ride On Public Participation Plan
September 2023**

Organization	Address	City	Services 1	Services 2	Services 3	Services 4	Services 5
Temple Beth AMI	14330 Travilah Rd	Rockville	Religious	Jewish Comm.			
Chabad Lubavitch	11520 Darnestown Rd	Gaithersburg	Religious	Jewish Comm.			
Kemp Mill Synagogue	11910 Kemp Mill Rd	Silver Spring	Religious	Jewish Comm.			
Service Jewish Center	11703 Monticello Ave	Silver Spring	Religious	Jewish Comm.			
Silver Spring Learning Center	1401 Arcola Ave	Silver Spring	Education	Jewish Comm.			
Young Israel Shomrai Emunah	1132 Arcola Ave	Silver Spring	Religious	Jewish Comm.			
Congregation Har Tzeon Agudath Achim	1840 University Blvd W	Silver Spring	Religious	Jewish Comm.			
Burma-America Buddhist Association	1708 Powder Mill Rd	Silver Spring	Religious	Asian Comm.			
Shirat Hanefesh	8814 Kensington Pkwy	Chevy Chase	Religious	Jewish Comm.			
Beth Sholom Congregational and Talmud Torah	11825 7 Locks Rd	Potomac	Religious	Jewish Comm.			
Shri Mangal Mandir	17110 New Hampshire Ave	Silver Spring	Religious	Asian Comm.			
Vedanta Center of Greater Washington, DC	3001 Bel Pre Rd	Silver Spring	Religious	Asian Comm.			
ISKCON of Washington, D.C.	10310 Oaklyn Dr	Potomac	Religious	Asian Comm.			
Islamic Center of Maryland	19411 Woodfield Rd	Gaithersburg	Religious	Community Ctrs			



**Ride On Public Participation Plan
September 2023**

Organization	Address	City	Services 1	Services 2	Services 3	Services 4	Services 5
Muslim Community Center Mosque	15200 New Hampshire Ave	Silver Spring	Religious	Community Ctrs			
Idara-e-Jaferia Islamic Center	3140 Spencerville Rd	Burtonsville	Religious	Community Ctrs			
Islamic Society of the Washington Area	2701 Briggs Chaney Rd	Silver Spring	Religious	Community Ctrs			
Islamic Education Center	7917 Montrose Rd	Potomac	Religious	Education			
Bait-ur-Rehman Mosque	15000 Good Hope Road	Silver Spring	Religious				
United Korean Presbyterian Church	7009 Wilson Ln	Bethesda	Religious	Asian Comm.			
Korean Baptist Church	310 Randolph Rd	Silver Spring	Religious	Asian Comm.			
Hahnuri Baptist Church	800 Randolph Rd	Silver Spring	Religious	Asian Comm.			
New Hope Korean Church	15121 McKnew Rd	Burtonsville	Religious	Asian Comm.			
First Korean Presbyterian Church	1011 Maple Ave	Rockville	Religious	Asian Comm.			
Korean Presbyterian Church of Rockville	800 Hurley Ave	Rockville	Religious	Asian Comm.			
Washington Spencerville Korean	1700 Spencerville Rd	Spencerville	Religious	Asian Comm.			
Bethany Presbyterian Church	1201 Quince Orchard Blvd	Gaithersburg	Religious	Asian Comm.			
St Andrew Kim Catholic Church	17615 Old Baltimore Rd	Olney	Religious	Asian Comm.			
Chinese Christian Church	7716 Piney Branch Rd	Silver Spring	Religious	Asian Comm.			



**Ride On Public Participation Plan
September 2023**

Organization	Address	City	Services 1	Services 2	Services 3	Services 4	Services 5
Montgomery Chinese Baptist	12221 Veirs Mill Rd	Silver Spring	Religious	Asian Comm.			
Maryland Chinese Baptist Mission	5100 Randolph Rd	Rockville	Religious	Asian Comm.			
Mustard Seed Chinese Baptist Church	12801 Falls Rd	Rockville	Religious	Asian Comm.			



**Ride On Public Participation Plan
September 2023**

Organization	Address	City	Services 1	Services 2	Services 3	Services 4	Services 5
Chinese Bible Church-Montgomery	4414 Muncaster Mill Road	Rockville	Religious	Asian Comm.			
Japanese Ministry of First Baptist Church Rockville	55 Adclare Rd	Rockville	Religious	Asian Comm.			
Japanese Christian Community Center	1099 Rockville Pike	Rockville	Religious	Asian Comm.			
Washington Japanese Christian	7611 Clarendon Rd	Bethesda	Religious	Asian Comm.			
Our Lady of Vietnam Parish Silver Spring	11812 New Hampshire Ave	Silver Spring	Religious	Asian Comm.			
Hoa Hao Buddhism Congregational Church	585 University Blvd E	Silver Spring	Religious	Asian Comm.			
Burma-America Buddhist Association	1708 Powder Mill Rd	Silver Spring	Religious	Asian Comm.			
Dharma Realm Buddhist Association	9601 7 Locks Rd	Bethesda	Religious	Asian Comm.			
Kunzang Odsal Palyul Changchub Choling	18400 River Rd (PO Box 88)	Poolesville	Religious	Asian Comm.			
Mahamevnawa Monastery	5004 Stone Road	Rockville	Religious	Asian Comm.			
Wat Thai of Washington D.C.	13440 Layhill Rd	Silver Spring	Religious	Asian Comm.			
Nichiren Shoshu Myosenji Temple	310 University Blvd W	Silver Spring	Religious	Asian Comm.			
True Buddha Temple Maryland	1930 Spencerville Rd	Spencerville	Religious	Asian Comm.			
Tsrha Tsion Mahebere Baleweld Inc	3603 Chevy Chase Lake Dr apt #1	Chevy Chase	Religious	African Comm.			



**Ride On Public Participation Plan
September 2023**

Damascus Spanish SDA Church	9600 Main St	Damascus	Religious	Spanish Comm.			
Montgomery Village Spanish SDA	19300 Watkins Mill Rd	Montgomery Vlg	Religious	Spanish Comm.			
Gaithersburg Spanish SDA Church	303 Chestnut Ave	Washington Grove	Religious	Spanish Comm.			
Iglesia de Rockville / Church of Rockville	55 Adclare Rd	Rockville	Religious	Spanish Comm.			
Iglesia Centro Cristiano de Rockville	5906 Halpine Road	Rockville	Religious	Spanish Comm.			
Rockville Spanish SDA Church	2208 Rockland Ave	Rockville	Religious	Spanish Comm.			
Wheaton Spanish SDA Church	3101 University Blvd W	Kensington	Religious	Spanish Comm.			
Four Corners Spanish SDA Church	33 University Blvd E	Silver Spring	Religious	Spanish Comm.			
Emanuel Spanish Baptist Church	832 Wayne Ave	Silver Spring	Religious	Spanish Comm.			
Tacoma Park Spanish SDA Church	8400 Carroll Ave	Takoma Park	Religious	Spanish Comm.			
Oxon Hill Spanish SDA Church	6400 Livingston Rd	Oxon Hill	Religious	Spanish Comm.			
First Hispanic Church of God	14720 New Hampshire Ave	Silver Spring	Religious	Spanish Comm.			
Source: WMATA – 2014							



Appendix E – Language Assistance Plan

Language Assistance Plan

September 2023

Title VI of the Civil Rights Act of 1964

(42 U.S.C. §§ 2000d, et seq.)

&

FTA Circular 4702.1B, dated October 1, 2012

TITLE VI REQUIREMENTS AND GUIDELINES FOR FEDERAL TRANSIT
ADMINISTRATION RECIPIENTS

Montgomery County Department of Transportation

Division of Transit Services

Rockville, Maryland



Accessible Formats

This document will be made available in accessible formats upon request. Paper copies of this document as well as information regarding accessible formats may be obtained by contacting the Title VI Coordinator, Division of Transit Services.

This notice will be made available in other languages.	English
Este aviso estará disponible en otros idiomas.	Spanish
本通知将在其他语言中提供	Chinese
Cet avis seront disponible dans d'autres langues.	French
이 통지는 다른 언어에서 사용할 수 있는 만들 것 이다.	Korean
Thông báo này sẽ được thực hiện có sẵn trong các ngôn ngữ khác.	Vietnamese

Montgomery County Department of Transportation
Division of Transit Services



101 Monroe Street, 5th Floor
Rockville, Maryland 20850

Contents

I. Background..... 75

II. Identification of LEP Individuals Who Need Language Assistance 77

III. Frequency of Contact by LEP Persons with Ride On Services 87

 a. Call Center – Requests for Interpretation 87

 b. Website Data Translations 87

 c. Onboard Survey 87

 d. Montgomery County Ride On Reported Data 88

IV. Nature and Importance of Transit..... 88

V. Available Resources & Costs of Providing Language Assistance Services..... 89

VI. Language Assistance Measures Employed by Montgomery County 89

VII. Planned Language Assistance Initiatives 91



I. BACKGROUND

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance. The Supreme Court, in *Lau v. Nichols*, 414 U.S. 563 (1974), interpreted Title VI regulations promulgated by the former Department of Health, Education, and Welfare to hold that Title VI prohibits conduct that has a disproportionate effect on Limited English Proficient (LEP) persons because such conduct constitutes national origin discrimination.

Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” reprinted at 65 FR 50121, August 16, 2000 directs each Federal agency to examine the services it provides and develop and implement a system by which LEP persons can meaningfully access those services. Federal agencies were instructed to publish guidance for their respective recipients in order to assist them with their obligations to LEP persons under Title VI. The Executive Order states that recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons.

President Bush affirmed his commitment to Executive Order 13166 through a memorandum issued on October 25, 2001 by Assistant Attorney General for Civil Rights, Ralph F. Boyd, Jr. Federal agencies were directed to provide guidance and technical assistance to recipients of Federal funds as to how they can provide meaningful access to Limited English Proficient users of Federal programs.

The U.S. DOT published revised guidance for its recipients on December 14, 2005. This document states that Title VI and its implementing regulations require that DOT recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP) and that recipients should use the DOT LEP Guidance to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are LEP.

The Federal Transit Administration (FTA) references the DOT LEP guidance in its Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” which was published on October 1, 2012. Chapter III, section 9 of this Circular reiterates the requirement to take responsible steps to ensure meaningful access to benefits, services, and information for LEP persons and requires that FTA recipients and sub-recipients develop a language implementation plan consistent with the provisions of the DOT LEP Guidance.

The DOT LEP Guidance recommends that all recipients, especially those that serve large LEP populations, should develop an implementation plan to address the needs of the LEP populations they serve. The DOT LEP Guidance notes that effective implementation plans typically include the following five elements: 1) identifying LEP individuals who need language assistance; 2) providing language assistance measures; 3) training staff; 4) providing notice to LEP persons; and 5) monitoring and updating the plan.



Individuals, who have a limited ability to read, write, speak, or understand English are Limited English Proficient, or “LEP.” Transit agencies that provide language assistance to persons with Limited English Proficiency in a competent and effective manner will help ensure that their services are safe, reliable, convenient, and accessible to those persons. These efforts may attract riders who would otherwise be excluded from participating in the service because of language barriers and, ideally, will encourage riders to continue using the system after they are proficient in English and/or have more transportation options. Catering to LEP persons may also help increase and retain ridership among the agency’s broader immigrant communities in two important ways: 1) agencies that reach out to recent immigrant populations in order to conduct a needs assessment and prepare a language implementation plan (pursuant to the DOT LEP Guidance) will send a positive message to these persons that their business is valued; and 2) community outreach designed to identify appropriate language assistance measures can also assist the agency in identifying the transportation needs of immigrant and linguistically isolated populations and ensuring that an agency’s transit routes, hours and days of service, and other service parameters are responsive to the needs of these populations. Additionally, transit agencies that conduct outreach to LEP persons can increase their potential for recruiting bilingual employees to better serve the needs of the community. In summary, serving the needs of LEP persons is not only a good business decision; it fulfills the mission of the transit agency to serve the public.

Montgomery County is a very diverse county with more than 40 different languages spoken. The Montgomery County Department of Transportation (MCDOT) supports the goals of the DOT LEP Guidance to provide meaningful access to its services by LEP persons. Montgomery County has devoted significant resources to provide oral and written language assistance services to LEP individuals.

This document provides Ride On’s 2023 Language Assistance Plan and includes:

1. Identification of LEP Individuals in Montgomery County Who Need Language Assistance
2. The Nature and Importance of Transit to LEP Individuals
3. Available Resources and Costs of Providing Language Assistance Services
4. Language assistance measures employed by Montgomery County
5. Planned language initiatives.



II. IDENTIFICATION OF LEP INDIVIDUALS WHO NEED LANGUAGE ASSISTANCE

The United States Census' most recent American Community Survey (ACS) 5-year estimates (2017-2021) and 2021 1-year estimate offer current and reliable estimates of the number, proportion, and geographic distribution of LEP persons in the Ride On service area. This analysis shows both data estimates of linguistically isolated households by census tract (Figure 1) and LEP concentration by county subdivision census-defined areas (Figures 2-7). The county subdivision geography was chosen because the estimates at this level provide the best balance between detail and statistical significance of the data.

According to the ACS 2021 1-year estimate, of the total Montgomery County population over the age of five (993,830), 15.4% (152,613) speak English “less than very well”. Of this subpopulation, 75% speak one of six language groups at home: Spanish, Chinese (including Mandarin and Cantonese), Afro-Asiatic languages, Korean, French (including Patois and Cajun) and Vietnamese. Table 1 shows the number and proportion of all languages spoken using the ACS 2021 1-year data¹⁰.

The Spanish speaking population has the largest number of persons (69,473) within the county who speak English less than “very well” with Chinese speakers having the second largest segment (20,144).

If no person age 14 or older speaks English only or very well, that household is considered to be linguistically isolated. As Figure 1 below shows, the highest concentrations of linguistically isolated households are around the Germantown/Gaithersburg area in the center of the county and the eastern portion of Silver Spring, with additional pockets along the MD-355/Metrorail Red Line Corridor.

¹⁰ ACS 2021 1-Year Table B08113: LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER.



Figure 17: Percent Linguistically Isolated Households, Montgomery County

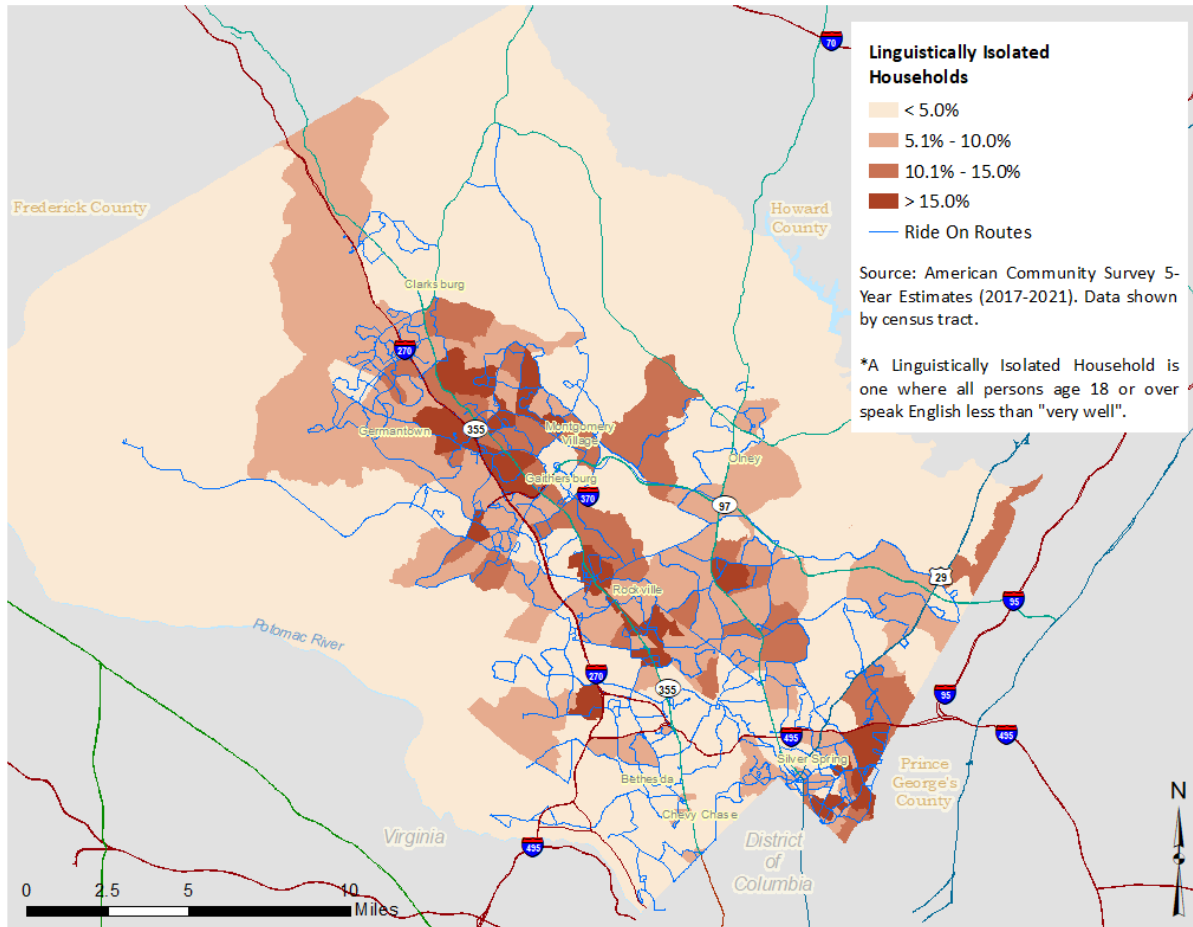


Table 12: Language Spoken at Home of Persons that Speak English Less than "Very Well" in Montgomery County (Population 5 Years and Over)

Montgomery County			
Language	LEP Population	% of County Population Speaking Language	% of LEP Population Speaking Language
Spanish	69,473	7.0%	45.5%
Chinese (incl. Mandarin, Cantonese)	20,144	2.0%	13.2%
Amharic, Somali, or other Afro-Asiatic languages	8,143	0.8%	5.3%
French (incl. Cajun)	7,708	0.8%	5.1%
Korean	4,676	0.5%	3.1%
Vietnamese	4,157	0.4%	2.7%
Persian (incl. Farsi, Dari)	3,437	0.3%	2.3%
Russian	3,394	0.3%	2.2%
Urdu	3,223	0.3%	2.1%
Portuguese	2,762	0.3%	1.8%
Tagalog (incl. Filipino)	2,608	0.3%	1.7%
Yoruba, Twi, Igbo, or other languages of Western Africa	2,539	0.3%	1.7%
Japanese	2,037	0.2%	1.3%
Hindi	1,737	0.2%	1.1%
Other languages of Asia	1,720	0.2%	1.1%
Tamil	1,647	0.2%	1.1%
Nepali, Marathi, or other Indic languages	1,465	0.1%	1.0%
Arabic	1,315	0.1%	0.9%
Thai, Lao, or other Tai-Kadai languages	1,295	0.1%	0.8%
Other Indo-European languages	1,025	0.1%	0.7%
Telugu	839	0.1%	0.5%
Other and unspecified languages	693	0.1%	0.5%
Ilocano, Samoan, Hawaiian, or other Austronesian languages	667	0.1%	0.4%
Swahili or other languages of Central, Eastern, and Southern Africa	650	0.1%	0.4%
Haitian	647	0.1%	0.4%
Bengali	638	0.1%	0.4%
Gujarati	622	0.1%	0.4%
Polish	596	0.1%	0.4%
Punjabi	441	0.0%	0.3%
Italian	405	0.0%	0.3%
Khmer	344	0.0%	0.2%
Armenian	262	0.0%	0.2%
Hebrew	262	0.0%	0.2%
Ukrainian or other Slavic languages	241	0.0%	0.2%
Malayalam, Kannada, or other Dravidian languages	211	0.0%	0.1%
German	161	0.0%	0.1%
Yiddish, Pennsylvania Dutch or other West Germanic languages	152	0.0%	0.1%
Greek	137	0.0%	0.1%
Hmong	98	0.0%	0.1%
Serbo-Croatian	42	0.0%	0.0%



Total LEP Population (Ages 5+)	152,613	15.4%	100.0%
Total County Population (Ages 5+)	993,830	100.0%	
<i>Source: American Community Survey 2021 1-year estimate (Table B16001)</i>			

Using the American Community Survey 5-Year Estimates 2017 – 2021, Figures 2 – 7 (pages 6-8) show the concentration of LEP persons for each of the top six languages spoken (Spanish, Chinese, Korean, Vietnamese, French (including Patois and Cajun), and Other Languages (of which almost all speak Amharic, Somali, or other African Languages). The figures show the percent of the population of each county subdivision that speaks the given language at home and speaks English less than “very well”. Subdivisions in dark blue have the greatest percentage of LEP speakers for that language. These figures give reasonable guidance regarding the areas likely to have higher language assistance needs and for which languages the assistance is needed. While we can be confident that those county subdivisions shown in dark blue tones have higher concentrations of the given LEP population than those county subdivisions in light green and tan, the rankings among subdivisions that have closer percentages may not hold true in reality.¹¹

FTA Safe Harbor Guidance:

“Safe harbor” for translation of written material

“Safe Harbor” stipulates if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes 5% or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient’s written translation obligations

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Title_VI_Overview_4702.1B_11.05.12_ER.pdf

¹¹ Note regarding data limitations: This calculation deals with some sub-populations that are small and in some cases the estimates come with a significant margin of error; therefore, the percentages presented in Figures 2-7 can be considered good enough to identify the areas with highest percentages of LEP, non-English speakers, but percentages should not be used as concrete figures to compare with other data.



Figure 18: Spanish Speakers with Limited English Proficiency (percent of population by county subdivision)

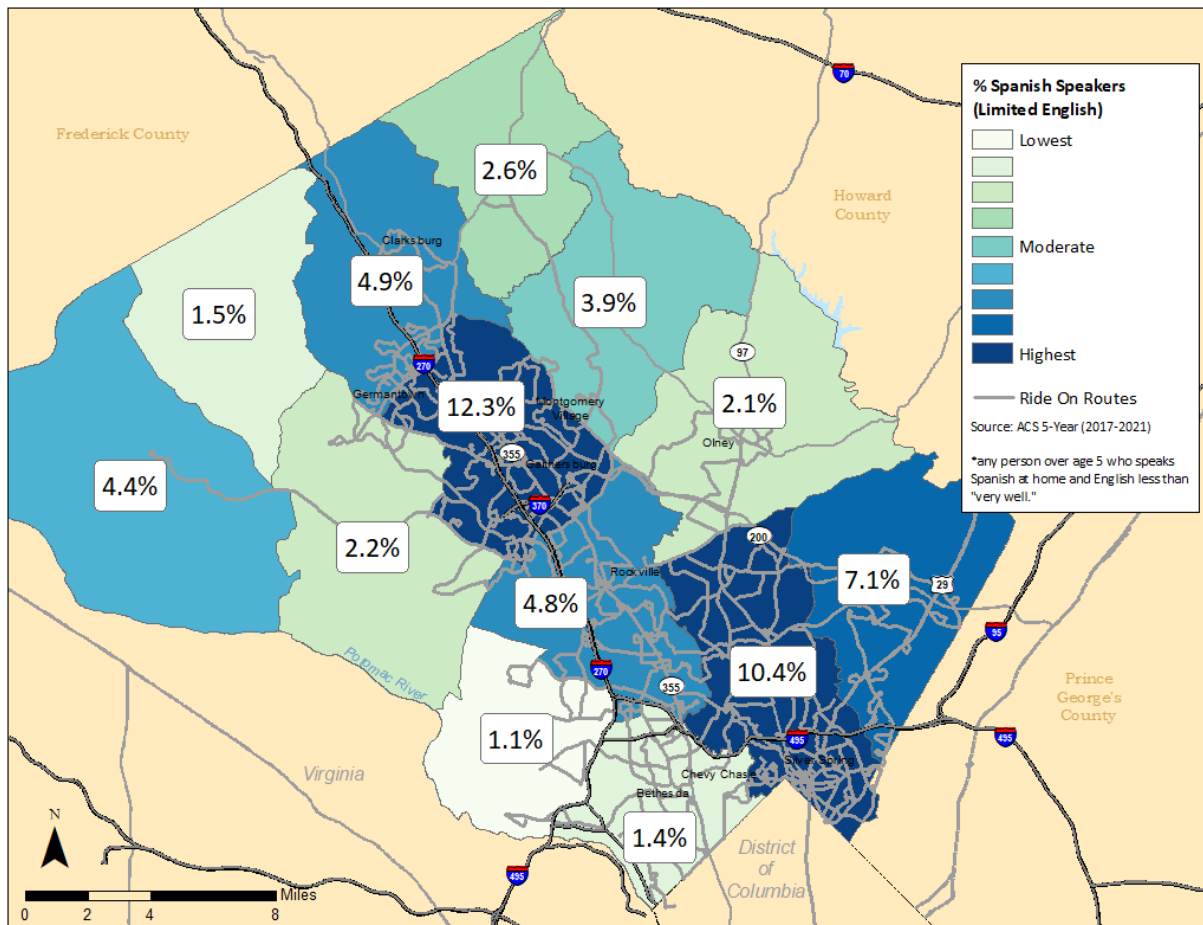


Figure 19: Chinese Speakers with Limited English Proficiency (percent of population by county subdivision)

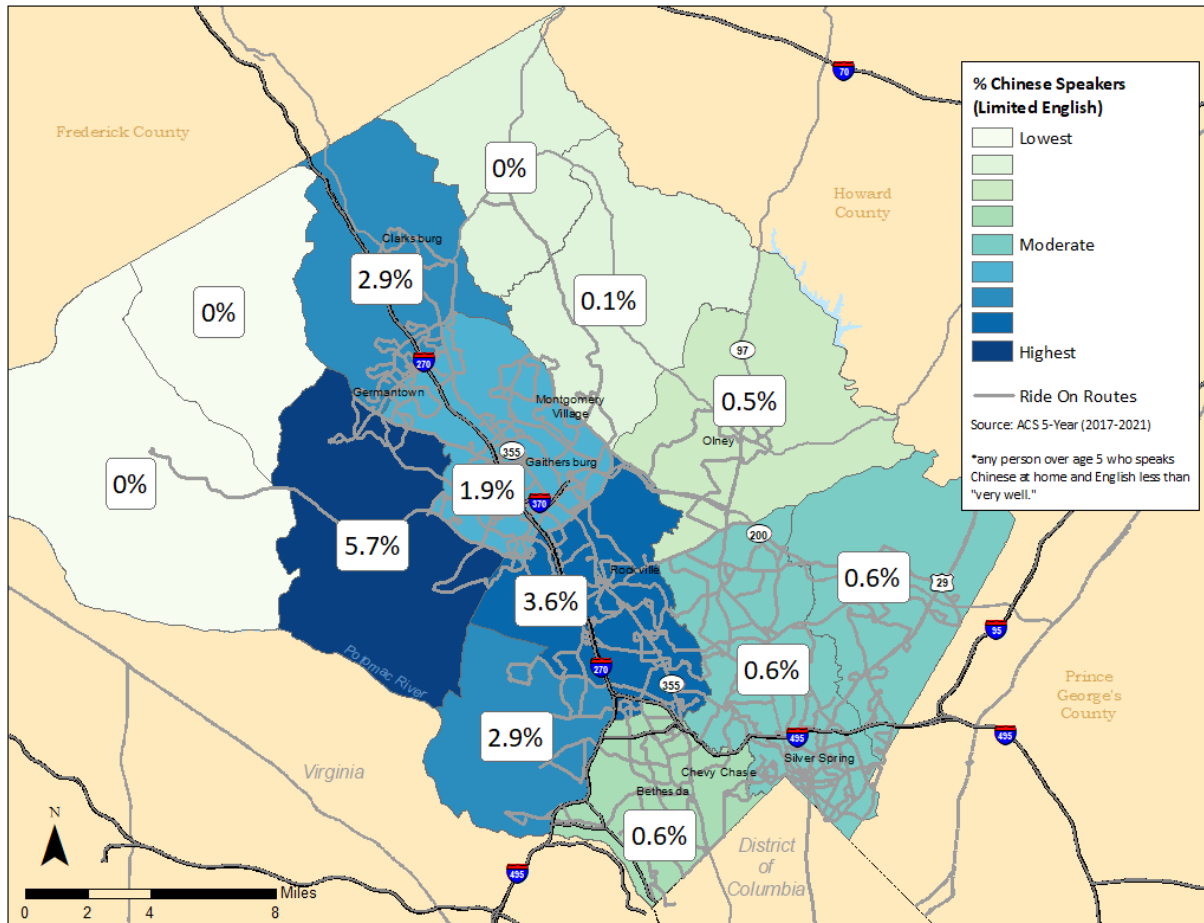


Figure 20: Korean Speakers with Limited English Proficiency (percent of population by county subdivision)

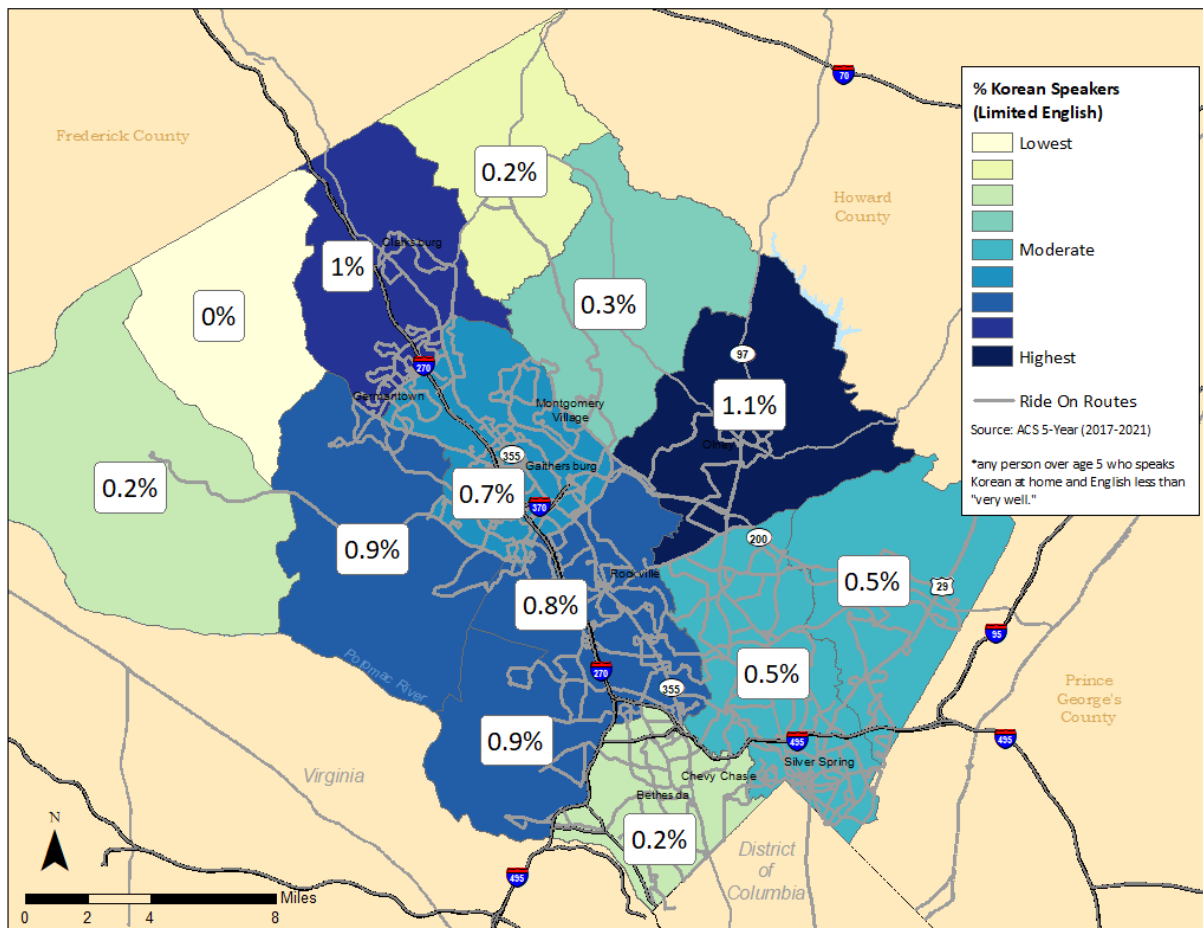


Figure 21: Other and Unspecified Language Speakers (Mostly African Languages) with Limited English Proficiency (percent of population by county subdivision)

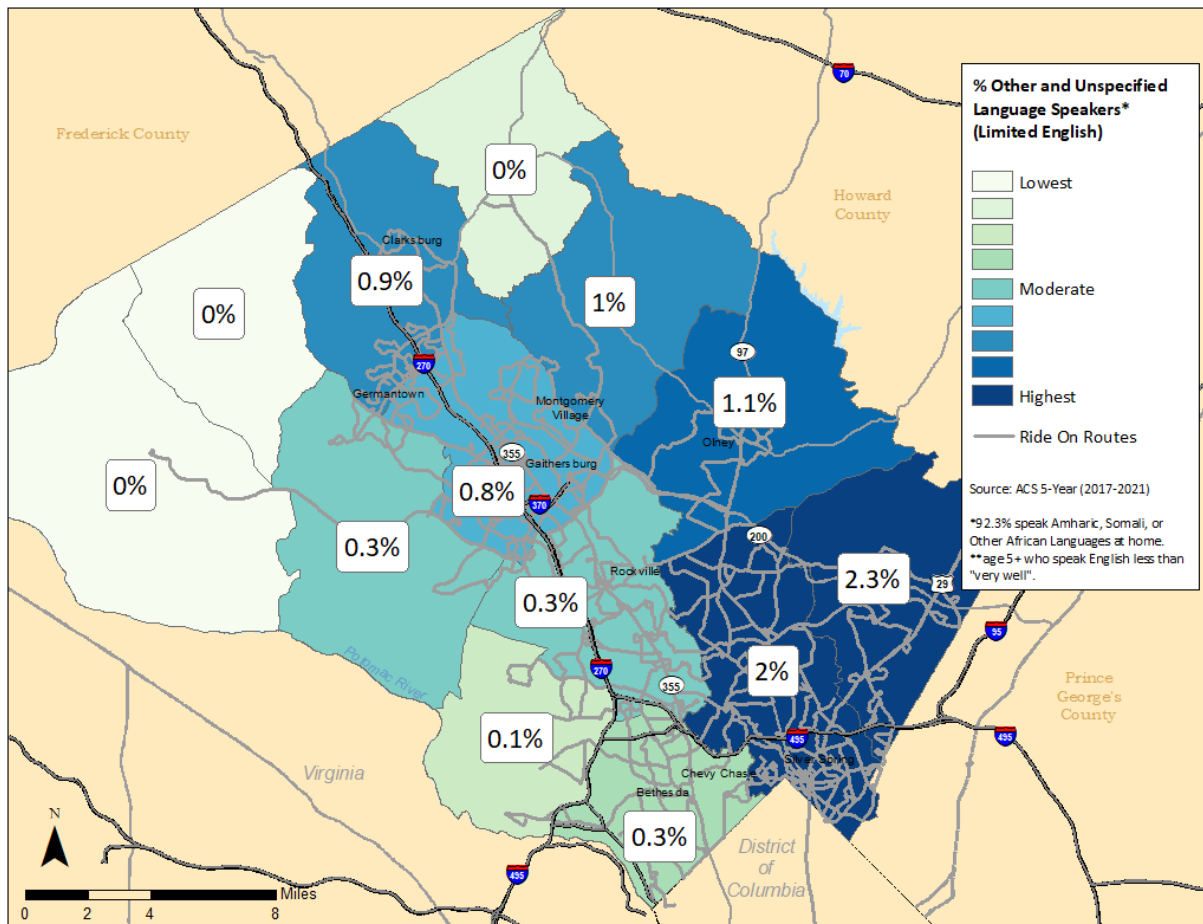


Figure 22: Vietnamese Speakers with Limited English Proficiency (percent of population by county subdivision)

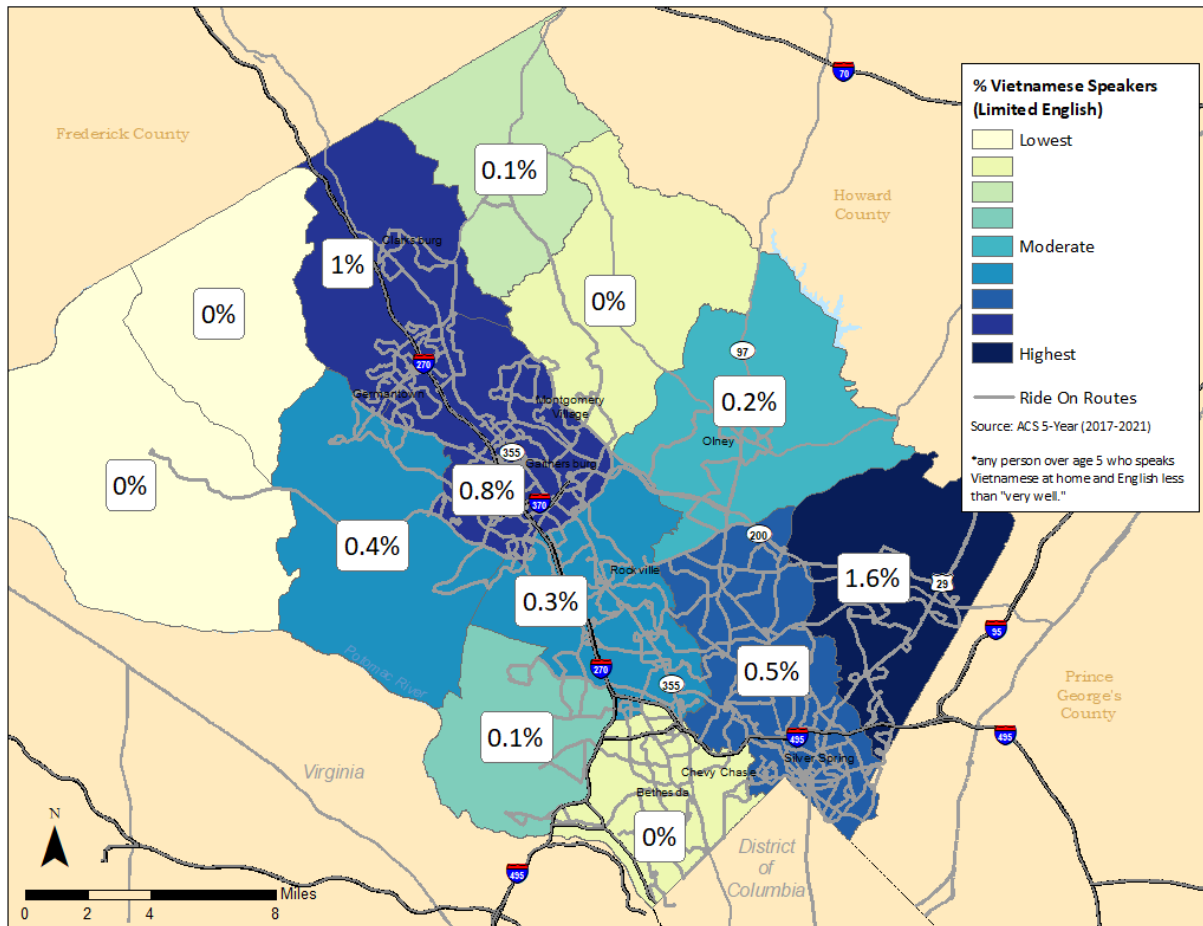
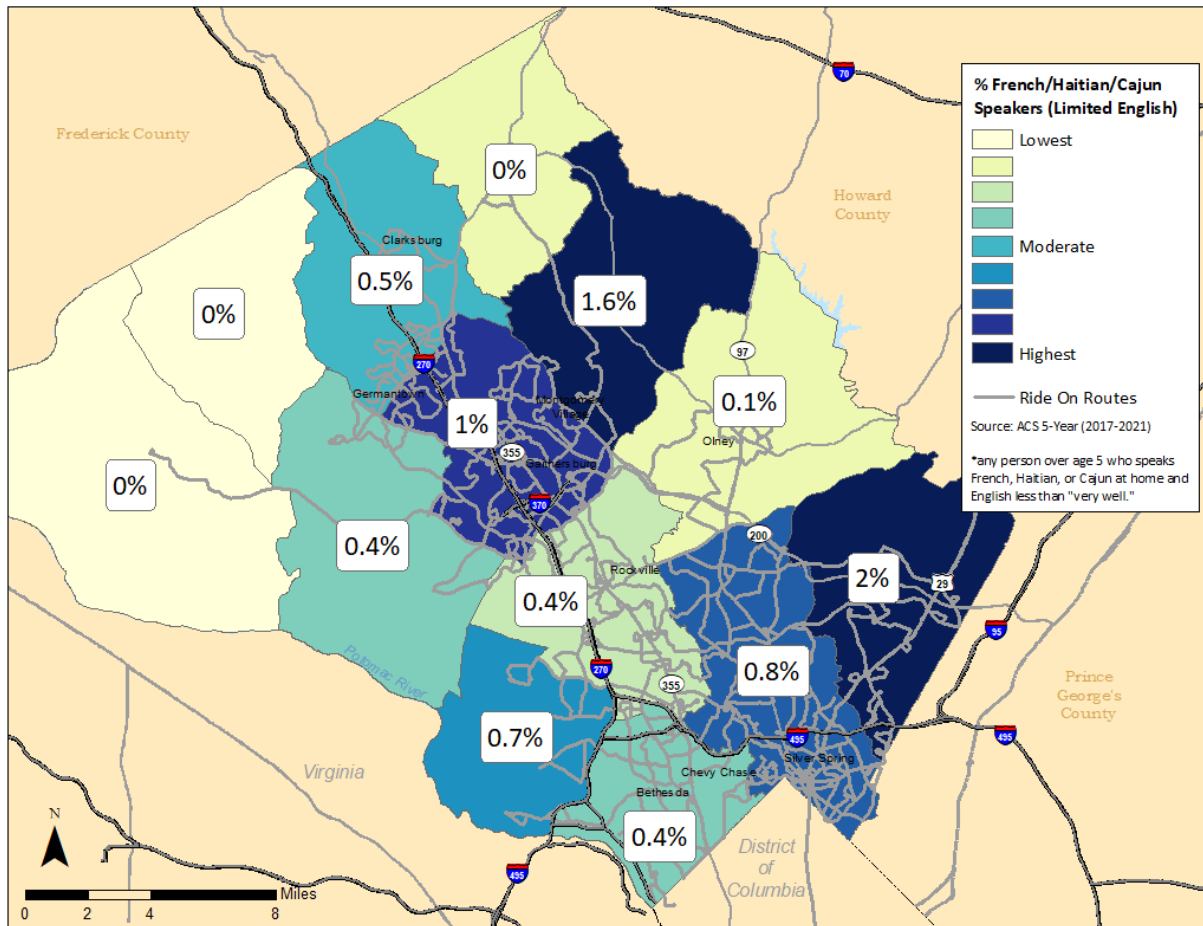


Figure 23: French Speakers (including Patois, Cajun) with Limited English Proficiency (percent of population by county subdivision)



The American Community Survey (ACS) 2017-2021 5-Year Estimates of workers 16 years and over is shown in Table 2.

Table 2: Workers 16 Years and Older	# of Workers	% of Workers
Montgomery County	553,355	100.0%
Speak Only English	317,451	57.4%
Speak Spanish	96,397	17.4%
Speak Other Languages	139,507	25.2%
Speak English less than "very well"	81,941	14.8%
Spanish, speak English less than "very well"	43,452	7.9%
Other Languages, speak English less than "very well"	38,489	7.0%
<i>Source: ACS 2017-2021 5-Year Table B08113</i>		

Table 3 presents mode of transportation for Montgomery County’s workers ages 16 years and older. Of the estimated 553,355 workers 11.0% use public transportation as the primary work trip mode

Table 3: Workers Transportation to Work	# of Workers	% of Workers
Montgomery County	553,355	100.0%
Car, truck, or van - drove alone:	326,793	59.1%
Car, truck, or van - carpooled:	47,266	8.5%
Public transportation (excluding taxicab):	60,844	11.0%
Walked	10,125	1.8%
Taxicab, motorcycle, bicycle, or other means:	11,086	2.0%
Worked at home	97,241	17.6%
<i>Source: ACS 2017-2021 5-Year Table B08113</i>		

III. FREQUENCY OF CONTACT BY LEP PERSONS WITH RIDE ON SERVICES

a. Call Center – Requests for Interpretation

The Ride On Call Center employs Spanish-speaking customer service representatives who can offer translation services. They handled 686 service requests in FY23. There were 134 translation requests for other languages in the same time period. These calls are referred to Language Line, and the service requests are tabulated by Montgomery County Department of Finance.

b. Website Data Translations

The County currently is not able to identify web portal translation counts.

c. On-board Survey

Ride On’s 2018 on-board survey conducted from September through December 2018 asked customers questions about their language usage and skills. Nearly 10,900 riders participated in the survey; the data are summarized as follows:

- 42.7% of respondents report that they speak a language other than English at home. Languages spoken at home. Of the 2,454 responses listing a language spoken at home, the languages with more than 50 responses include Spanish 1,231, French 332, Amharic 170, Chinese 64 and Tagalog 54.
- 8.6% indicate that they read English “not well” or “not at all”
- 9.9% indicate that they speak English “not well” or “not at all”
- 10.6% of participants chose to take the survey in Spanish and 169 respondents chose to take the survey in one of the other languages offered (Chinese, Korean, Vietnamese, Amharic, French)



d. Montgomery County Ride On Reported Data

Through regular employee meetings and interaction, Ride On management recognizes that interaction with non-English speaking riders is very frequent. Additional data has not been collected to quantify the frequency of contact.

IV. NATURE AND IMPORTANCE OF TRANSIT

While public transit is not an essential service, as are police, fire and medical emergency services, public transit is a key means of achieving mobility for many LEP persons.

Table 4 presents LEP characteristics for workers age 16 years and older who use public transportation as the primary work trip mode. Of the estimated 60,844 workers who use public transportation, 16.1% speak English less than very well. This is slightly higher than the 15.4% of Montgomery County residents ages 5 and up who speak English less than very well.

Table 4: Public Transportation by Language Status	# Workers Taking Public Transportation	% Workers Taking Public Transportation
Montgomery County	60,844	100.0%
Speak Only English	35,965	59.1%
Speak Spanish	10,258	16.9%
Speak Other Languages	14,621	24.0%
Speak English less than “very well”	9,799	16.1%
Spanish, speak English less than “very well”	5,134	8.4%
Other Languages, speak English less than “very well”	4,665	7.7%
<i>Source: ACS 2017-2021 5-Year Table B08113</i>		

Table 5 combines information from Tables 2 and 4 to show the % of workers taking public transportation from each language status. While 11.0% of Montgomery County workers ages 16+ take public transportation to work, 12.0% of workers who speak English less than very well take it as their primary mode of transportation.

Table 5: Public Transportation by LEP Status	# Total Workers	# Workers Taking Public Transportation	% Workers Taking Public Transportation
Montgomery County	553,355	60,844	11.0%
Speak Only English	317,451	35,965	11.3%
Speak Spanish	96,397	10,258	10.6%
Speak Other Languages	139,507	14,621	10.5%
Speak English less than “very well”	81,941	9,799	12.0%
Spanish, speak English less than “very well”	43,452	5,134	11.8%
Other Languages, speak English less than “very well”	38,489	4,665	12.1%
<i>Source: ACS 2017-2021 5-Year Table B08113</i>			



V. AVAILABLE RESOURCES & COSTS OF PROVIDING LANGUAGE ASSISTANCE SERVICES

As noted in section VII, MCDOT maintains a variety of support services to LEP customers and residents. During fiscal year 2023, the Division of Transit Services spent \$4,817 for translating language assistance materials. Certified multilingual Division of Transit Services employees receive additional compensation which totaled \$227,882 in fiscal year 2023.

VI. LANGUAGE ASSISTANCE MEASURES EMPLOYED BY MONTGOMERY COUNTY

Montgomery County Ride On supports the goals of the DOT LEP Guidance to provide meaningful access to its services by LEP persons. The County Executive Order 046-10, effective March 2010, aims to enhance the quality and effectiveness of services for individuals with Limited English Proficiency in a variety of ways. County policy and employee guidelines for implementation are explained in the LEP Employee Handbook. Under its goals of inclusion and access, the County currently offers a number of language assistance services relative to the provision of transit services, including:

Translation Services

- The Ride On web site ([www.montgomerycountymd.gov /DOT-transit/index.html](http://www.montgomerycountymd.gov/DOT-transit/index.html)) permits translation of Ride On schedules and other public materials into 132 different languages.
- The County has hundreds of employees that are certified in at least one other non-English language through the Multilingual Certification Program (see Training Initiatives, below) and available to provide translating services within or outside

USDOT's LEP Guidance

The greater the number or proportion of eligible LEP persons; the greater the frequency with which they have contact with a program, activity, or service; and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

After completing the above four-factor analysis, recipients can determine the appropriate "mix" of LEP services required. Recipients have two main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis. For instance, a motor vehicle department or an emergency hazardous material cleanup team in a largely Hispanic neighborhood may need immediate oral interpreters available and decide to hire full-time bilingual staff. In contrast, there may be circumstances where the importance and nature of the activity and number or proportion and frequency of contact with LEP persons may be low and the costs and resources needed to provide language services may be high in which pre-arranged language services for the particular service may not be necessary. The languages spoken by the LEP individuals with whom the recipient has frequent contact often determine the languages into which documents will be translated and the types of interpreters provided.

<https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance>.



his/her primary department. As of May 2023, the Transit Services Division had 152 certified bilingual employees, 130 of whom were bus operators. The primary function of the certified employees within MCDOT is direct communication and minor interpretation or translation services. MCDOT uses their certified languages daily as part of their work with their users of public transportation, parking, and consumer questions to the Director's Office.

- The County's Language Bank of volunteers is available to help translate and interpret for County government agencies and registered nonprofit organizations serving residents with limited English proficiency. Language Bank volunteers serve as interpreters and translate documents for various agencies and organizations.
- Language ID boards at all service sites to help County staff identify which language the LEP person speaks.
- The MC311 Customer Service Center offers a single point of contact for information on County services and program and includes language interpretation service with over 150 languages available. After calling 311, press 1, for Spanish, or stay on the line to ask the next available customer service representative to request to conduct the call in the language of your choice. The service can be accessed through telephone and web-based channels and is made known through community outreach efforts, which include flyers/palm cards in multiple languages, meeting with community groups, and television/radio/newspaper advertisements in Spanish. During FY23, there were 27,265 calls to the MC311 Spanish Line, and 134 calls in other languages, out of a total of 428,732.
- The Passenger Bill of Rights and Responsibilities is provided in English and Spanish.
- MCDOT publishes a Resident User Guide in Chinese, Spanish, Korean and Vietnamese summarizing MCDOT programs including Ride On.

Public Outreach

- A website dedicated to language access (www.montgomerycountymd.gov/lep)
- PSA videos in multiple languages to raise awareness about the availability of language assistance services.
- The Office of Community Partnerships employs a staff of over one dozen to carry out the County Executive's commitment to build a larger policy table with participation by a more diverse range and greater number of residents, particularly those from underserved and emerging communities. This program includes a network of contacts and community based resources that could help LEP persons navigate community resources, including transit use.

Training Initiatives

- Multilingual Certification Program through the office of Human Resources encourages employee certification in one of the approved languages identified as the predominant languages used by county residents to enhance its ability to serve its LEP customers. There are hundreds of certified employees who can be called upon for services outside of their primary department.



- A three-hour training course for all frontline staff and those who may interact with LEP persons is mandatory.
- Community Interpreter training is a mandatory day-long training course for certified bilingual employees to learn the ethics and techniques of being a more effective interpreter.

Monitoring

- An LEP leadership Team led by the Language Access Coordinator oversees countywide policies and practices on language access; LEP Department Liaisons designated by department directors are responsible for implementing the LEP policy for the Executive Branch's departments, office, and programs. Each Department is responsible for maintaining an up to date Language Access Plan.

VII. PLANNED LANGUAGE ASSISTANCE INITIATIVES

The Montgomery County Department of Transportation created a Title VI compliant Language Assistance Plan (LAP) in June 2009. The LAP was updated in 2014, 2017, 2020, and 2023 and is intended to:

- 1) Ensure MCDOT's compliance with applicable federal and state laws and guidelines as well as the County's policy on providing meaningful access to people with limited English proficiency; and
- 2) Establish expectations, processes and accountability mechanisms for all units and employees within MCDOT that interact with individuals with LEP.

To those ends, MCDOT has identified the following actions to address potential access barriers faced by LEP customers as of 2023:

Translation of Vital Documents:

- Continue the Ride On web site (www.montgomerycountymd.gov/DOT-transit/index.html) which permits translation of Ride On schedules and other public materials into more than 132 different languages when using Google Chrome.
- Continue to print bilingual bus notices for fare changes, schedule changes and other policy changes.
- Continue to print and advertise notices for public forums in other languages.
- Continue to translate certain media releases.
- Continue to provide other language support through the conferencing telephone at the Transit Information window.
- Maintain greeting and other messages in Spanish on the main contact numbers.
- Continue to staff certain community events with bilingual staff.
- Advertise with other language media for certain programs, such as Give and Ride Residents Guide to Services, will continue to be printed in five languages.



- Continue to print and post the Non-discrimination poster on the interior of each vehicle operated in passenger service in English and Spanish
- Continue to provide on the Ride On web site the Ride On User Guide in English, Amharic, Chinese, French, Hindi, Korean, Spanish and Vietnamese.

Public Communications:

- Continue the Ride On web site (www.montgomerycountymd.gov/DOT-transit/index.html) which permits translation of Ride On schedules and other public materials into 132 different languages.
- Display language ID posters or boards at various DOT front desk areas and visitor's centers.
- Continue to print bilingual bus notices for fare changes, schedule changes and other policy changes.
- Continue to print and advertise notices for public transit forums in other languages.
- Continue to translate certain public transit media releases.
- Continue to provide other language support through the conferencing telephone at the Transit Information window.
- Record greeting messages on the main contact numbers in Spanish.
- Continue to use bilingual staff and bilingual materials at public events and community activities.
- Maintain greeting and other messages in Spanish on the main contact number.
- Continue to staff certain community events with bilingual staff.
- Advertise with other language media for certain programs such as Give and Ride.
- Locate bilingual staff member at DOT Customer Service desk to assist customers.
- As a result of COVID-19, MCDOT Division of Transit Services plans to use MS Teams in conjunction with our regular onsite public forums in the future. MS Teams will be an “option” for residents and interest parties to participate.

Staff Training:

- All frontline staff will continue to receive the 3-hour LEP training hosted by OHR. Managers and supervisors will receive a different version of training on language access requirements and cross-cultural competency to be designed by the Language Access Coordinator in conjunction with OHR.
- All staff with public interaction will receive additional hands-on training and written instruction on how to access and properly use language resources.
- The Department's Community Relations Manager will continue to attend the monthly Community Outreach Forum sponsored by the County Executive's Office of Community Partnerships. He/She will share relevant LEP information from this meeting with division chiefs, for transmittal to their staff as appropriate.
- MCDOT will invite the Language Access Coordinator to conduct an on-site LEP briefing so as to avoid waiting for too long to bring all frontline staff to speed.



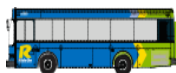
Internal and External Evaluation, Data Collection and Reporting:

- Performance evaluation of frontline staff, their supervisors and directors will reflect their awareness and work (in the form of staff training) of LEP policy, requirements and quality of work.
- The number and nature of complaints as well as response time and level of satisfaction in resolution will all be part of data collection.



***Appendix F – Minority Representation on Ride On Advisory Committees –
August 2023***

Committee	Black or African American	White/ Caucasian	Latino/ Hispanic	American Indian or Alaska Native	Asian	Native Hawaiian or other Pacific Islander	Other	Total
Transit Advisory Group (TAG)	4	6	0	0	5	0	0	15
% of Advisory Committee	27%	40%	0%	0%	33%	0%	0%	100%



Appendix G – Title VI Policies

Montgomery County Title VI Policies

Federal Transit Administration (FTA) Circular 4702.1B requires grantees that operate more than 50 peak hour vehicles establish Title VI policies providing:

- A. Definitions for Fare Change, Major Service Change, Disparate Impacts, Disproportionate Burdens and Minority Route;
- B. Service Standards for vehicle load, vehicle headway, on-time performance and service availability;
- C. Service Policies related to distribution of transit amenities and vehicle assignment; and,
- D. Approval procedures for Fare Changes and Major Service Changes

These Definitions, Service Standards, Service Policies and Approval Procedures must be approved by the County Council.

DEFINITIONS

1. Fare Change - A Fare Change is any change in fare or new fare product regardless of the amount of increase or decrease. Except for the circumstances listed below, a Fare Equity Analysis is required for any Fare Change to evaluate the effects of a Fare Change on low-income and Title VI-protected populations.

Exceptions.

- i. “Give and Ride” and/or special events where Montgomery County has decided that all passengers ride free.
 - ii. Temporary fare reductions that are mitigating measures for other actions such as free or reduced fare due to construction activities.
 - iii. Promotional fare reductions that last less than six months.
2. Major Service Change - A Major Service Change is any new route or a reduction or increase in a route’s revenue vehicle hours greater than 25% of the prior schedule’s revenue vehicle hours. A Service Change Equity Analysis is required for any Major Service Change to evaluate the effects of the proposed service change on low-income and Title VI-protected populations.
 3. Disparate Impact - For Major Service Changes, a disparate impact may exist when the minority population adversely affected by a Major Service Change is twenty percent (20%) more than non-minority population adversely affected by the Major Service Change. For a Fare Change, a disparate impact may exist if the difference between the



average fare increase (represented as a % change) for minority populations and the average fare increase (represented as a % change) for non-minority populations is greater than 5% (percentage points). For example, if the average fare increase on minority riders was 10% and the average fare increase on non-minority riders was 4%, the difference is greater than 5% and would be considered disparate.

4. Disproportionate Burden - For Major Service Changes, a disproportionate burden may exist when the low income population adversely affected by a Major Service Change is twenty percent (20%) more than non-low income population adversely affected by the Major Service Change. For a Fare Change, a disproportionate burden may exist if the difference between the average fare increase (represented as a % change) for low-income populations and the average fare increase (represented as a % change) for non-low income populations is greater than 5% (percentage points). For example, if the average fare increase on low income riders was 10% and the average fare increase on non-low income riders was 4%, the difference is greater than 5% and would be considered disproportionate.
5. Minority Route - A Minority Route is a route that serves an area with a population with a higher percentage of minorities than the Montgomery County average as determined by the most recent and available US Census. Using Geographic Information Systems (GIS), the total population and minority population residing within $\frac{1}{4}$ of a mile of a bus route are tabulated except for express routes where the service area is 1 mile from the park and ride lot or transfer center.

SERVICE STANDARDS

Standard	Definition	Calculation
Vehicle Load	Average ratio of passengers per seat per bus during a service hour at the maximum load point	Peak period maximum load factor of 1.2 on regular routes and 1.0 on express routes. Off-peak service maximum load factors of 1.0 on all service types.
Headway	Maximum scheduled time interval between buses	Maximum 30 minutes peak headway during peak and off-peak periods.
Schedule Adherence	Percent adherence to scheduled service.	Goal 85 % on time performance for delivered trips, difference between scheduled time and actual time arriving at a time point based on a window of no more than 2 minutes early or 7 minutes late.



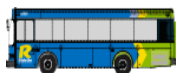
Service Coverage	Traffic Analysis Zones (TAZ) that have 3+ households per acre and/or 4+ jobs per acre are served by Ride On and / or Metro Bus routes.	Using the most recent data, TAZs meeting the threshold are analyzed for the presence of Ride On and / or Metro Bus service.
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SERVICE POLICIES

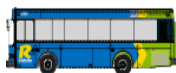
Service Policy	Montgomery County Policy
Vehicle Assignment	Vehicles are assigned to routes based on ridership demands, road conditions, service type, and maintenance garage capacity and vehicle technologies (e.g., CNG fueling only provided at EMTOC).
Distribution of Transit Amenities	Ride On will equitably provide amenities such as shelters and kneewalls at bus stops where Ride On has decision-making authority.

APPROVAL PROCEDURES

1. Fare Change - The Division of Transit Services Office of Planning and Implementation will be responsible for completing the Fare Change Equity Analysis and the Division of Transit Services Marketing Office will be responsible for conducting and documenting the public involvement activities. Upon completion of the Fare Change Equity Analysis and the required public involvement, the Montgomery County Council will follow its procedures in reviewing and approving the Fare Change. The County's public meetings conducted as part of the overall budget approval process will provide the public involvement activities required for fare change proposals that are considered as a part of the Council's annual budget. Additional public meetings may be conducted by the Montgomery County Council.
2. Major Service Change – The Division of Transit Services Office of Planning and Implementation is responsible for developing service changes and will identify any service change that meets the definition of Major Service Change. For each Major Service Change, the Division of Transit Services Office of Service Planning will complete a Major Service Change Equity Analysis. The Division of Transit Services Marketing Office will conduct and document the public involvement required for Major



Service Changes consistent with Ride On's Public Participation Plan. Upon completion of the Major Service Change Equity Analysis and the required public involvement, the Montgomery County Council will follow its procedures in reviewing and approving the Major Service Change. The County's public meetings conducted as part of the overall budget approval process will provide the public involvement activities required for Major Service change proposals that are considered as a part of the Council's annual budget. Additional public meetings may be conducted by the Montgomery County Council.



Appendix H – Title VI Policies Summary of Public Involvement Activities

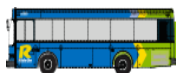
PUBLIC OUTREACH AND INVOLVEMENT ACTIVITIES

Meetings/Event	Locations	Date & Time	Attendees (approximate)
FY21			
Flash BRT Launch	6 Flash Stations	October 14, 2020	657
Flash BRT Launch	6 Flash Stations	October 15, 2020	535
Transit Equity Webinar	Virtual (Zoom)	March 30, 2021	70
FY22			
County Agricultural Fair	Gaithersburg Fairground	August 13-20, 2021	13,000
Virtual Senior Resource Fair	Virtual (Zoom)	September 9, 2021	300
Flash BRT 1st Anniversary	6 Flash Stations	October 14, 2021	1500
November Senior Forum	Virtual (Zoom)	November 3, 2021	160
Supporting Mental Health Virtual Town Hall Meeting	Virtual (Zoom)	March 1, 2022	65
Active Aging Expo	Bohrer Park Activity Center/Gaithersburg	May 5, 2022	500
Travel Training - Magruder High School	Magruder High School	May 11, 2022	25
Vietnamese Senior Club Call-n-Ride Presentation	Old Columbia Pike, Silver Spring, MD	May 12, 2022	100
New Route 27 Public Forum	Virtual (Zoom)	June 2, 2022	
FY23			
County Agricultural Fair	Gaithersburg Fairground	August 12-20, 2022	46,056
Bienvinidos New Comers Outreach	Mid-County Regional Service Center	October 1, 2022	50
Ride On Reimagined Focus Group	White Oak Senior Center	November 15, 2022	30
Travel Training - Youth with Disabilities	Shepard Pratt School	December 13-15, 2022	82
Route 51 Extension Public Forum	Virtual (Zoom)	January 5, 2023	
Travel Training - Transitioning Youth	Montgomery College/Rockville Campus	January 18, 2023	23



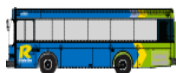
Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023

Meetings/Event	Locations	Date & Time	Attendees (approximate)
New Parents' Meeting	Bel Pre Elementary School	February 1, 2023	100
Bienvinidos New Comers Outreach	Montgomery Village Middle School	March 11, 2023	200
Joan Karasik Resource Fair	Montgomery County	March 14, 2023	200
GreenFest	Mid-County Regional Service Center	April 23, 2023	200
Health Fair	Magruder High School Cluster	April 29, 2023	75
Street Festival	Montgomery Hills Community	April 29, 2023	115
Active Aging Expo	Bohrer Park Activity Center/Gaithersburg	May 4, 2023	500
Truck Day	Gaithersburg Presbyterian PreSchool	May 10, 2023	100
Bike To Work Day Pit Stop	Rockville Town Square	May 19, 2023	100
Bike To Work Day Pit Stop	Silver Spring Civic Building	May 19, 2023	75
Bike To Work Day Pit Stop	Mid-County Regional Service Center	May 19, 2023	44
Bike To Work Day Pit Stop	Marian Fryer Town Plaza /Wheaton	May 19, 2023	44
Health Fair	Seneca Valley High School	May 20, 2023	80
Community Fair	Arcola Elementary School	May 25, 2023	120
Seniors Health & Wellness Expo	Leisure World, Silver Spring	June 1, 2023	300
Bienvinidos New Comers Outreach	White Oak Middle School	June 10, 2023	75
Ride On Trip Planner Outreach Teams	17 Metro Stations & Transit Centers	July 10-21, 2023	5930
Touch-A-Truck	Westfield Montgomery Mall	July 15, 2023	200
Greater Seneca Transit Network Outreach	Crown Farm Area of Gaithersburg	July 15, 2023	25



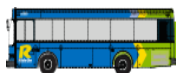
Appendix I – Fare and Major Service Changes – FY 2021-2023

Route(s)	Unit	Change	Year	Month	Description	Major Service Change
23 routes	Scheduling	Augment	FY21	Aug-20	COVID service restoration	
28 routes	Planning	Restore	FY21	Aug-20	Restoration of all routes temporarily suspended due to COVID	
3 routes	Scheduling	Reduce	FY21	Aug-20	COVID service reduction	
16 routes	Scheduling	Alignment	FY21	Aug-20	Minor changes to alignments	
27 routes	Scheduling	Augment	FY21	Sep-20	COVID service restoration	
8 routes	Scheduling	Reduce	FY21	Sep-20	COVID service reduction	
FLASH Blue and Orange	Planning	New	FY21	Oct-20	Flash BRT Orange and Blue lines opened 10/14/20	x
29 routes	Scheduling	Augment	FY21	Jan-21	COVID service restoration	
5 routes	Scheduling	Alignment	FY21	Jan-21	Minor changes to alignments	
2 routes	Scheduling	Running Time	FY21	Jan-21	Minor adjustment to running times	
30 routes	Scheduling	Running Time	FY21	May-21	Adjusted scheduled running times	
13 routes	Scheduling	Augment	FY22	Jul-21	COVID service restoration	
Route 61	Scheduling	Alignment	FY22	Jul-21	Minor changes to alignment	
62 routes	Scheduling	Augment	FY22	Sep-21	COVID service restoration	
6 routes	Scheduling	Alignment	FY22	Sep-21	Minor changes to alignments	
29 routes	Scheduling	Augment	FY22	Jan-22	COVID service restoration	
Route 4	Scheduling	Alignment	FY22	Jan-22	Minor changes to alignment	
Flex	Scheduling	Restore	FY22	Mar-22	Resumed Flex services 3/13/22 (had been suspended since 3/19/20 due to COVID)	



Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023

52 routes	Scheduling	Augment	FY22	May-22	COVID service restoration	
Route 27	Planning	New	FY23	Jul-22	Route 27 (Hillandale - Tech Rd Park & Ride) added July 17, 2022	x
11 routes	Scheduling	Augment	FY23	Jul-22	COVID service restoration	
7 routes	Scheduling	Reduce	FY23	Jul-22	COVID service reduction	
All	Planning	Fares	FY23	Aug-22	Resumed fare collection on all routes on 8/1/22 at reduced rate of \$1.00 (had been suspended since 3/19/20 due to COVID)	x
26 routes	Scheduling	Augment	FY23	Sep-22	COVID service restoration	
5 routes	Scheduling	Reduce	FY23	Sep-22	COVID service reduction	
22 routes	Scheduling	Augment	FY23	Oct-22	COVID service restoration	
16 routes	Scheduling	Running Time	FY23	Oct-22	Minor adjustment to running times	
8 routes	Scheduling	Augment	FY23	Jan-23	COVID service restoration	
32 routes	Scheduling	Reduce	FY23	Jan-23	COVID service reduction	
Route 51	Scheduling	Alignment	FY23	Jan-23	Minor extension	
3 routes	Scheduling	Augment	FY23	May-23	COVID service restoration	
3 routes	Scheduling	Running Time	FY23	May-23	Minor adjustment to running times	



Appendix J - Title VI Monitoring Report

Title VI Compliance Monitoring Report

January 2024

Title VI of the Civil Rights Act of 1964

(42 U.S.C. §§ 2000d, et seq.)

&

FTA Circular 4702.1B, dated October 1, 2012

TITLE VI REQUIREMENTS AND GUIDELINES FOR FEDERAL TRANSIT ADMINISTRATION RECIPIENTS

Montgomery County Department of Transportation

Division of Transit Services

Rockville, Maryland



Accessible Formats

This document will be made available in accessible formats and other languages upon request. Paper copies of this document as well as information regarding accessible formats may be obtained by contacting the Title VI Coordinator, Division of Transit Services.

Montgomery County Department of Transportation
Division of Transit Services

101 Monroe Street, 5th Floor
Rockville, Maryland 20850

240-777-5800 * <http://www.montgomerycountymd.gov/dot-transit>

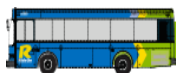


Table of Contents

1. Overview and Recommendations 106

2. Montgomery County Service Standards..... 107

2.1. FTA Service Standard Requirements 107

2.2. Ride On Service Standards 107

2.3. Ride On Service Policies 108

3. Monitoring Methods 110

3.1. Minority Population by Bus Route 110

3.2. Vehicle Load Factor Monitoring Method 113

3.3. Route Headways Monitoring Method 113

3.4. On-Time Performance Monitoring Method 113

3.5. Service Accessibility Monitoring Method 113

3.6. Vehicle Assignment Monitoring Method 113

3.7. Distribution of Transit Amenities Monitoring Method 113

4. Monitoring Results 114

4.1. Vehicle Load Factor Monitoring Results 114

4.2. Route Headways Monitoring Results 115

4.3. On-Time Performance Monitoring Results 115

4.4. Service Accessibility Monitoring Results 116

4.5. Vehicle Assignment Monitoring Results 116

4.6. Distribution of Transit Amenities Monitoring Results 117

4.7. Load Factor Detailed Results 118

4.8. Route Headways Detailed Results 120

4.9. On-Time Performance Detailed Results 122

4.10. Service Accessibility Detailed Results 123

4.11. Vehicle Assignment Detailed Results 126

4.12. Distribution of Transit Amenities 128



1. OVERVIEW AND RECOMMENDATIONS

Following the guidelines set forth by FTA Circular 4702.1B, the Montgomery County Department of Transportation (MCDOT) monitors the performance of the transit system relative to system-wide service standards and service policies on a tri-annual basis. These monitoring activities are used to compare the level of service provided to predominantly minority areas with the level of service provided to predominantly non-minority areas to ensure that the result of policies and decision-making is equitable.

The monitoring methodology groups the routes into four quartiles with quartile 1 having the highest minority population and quartile 4 having the lowest minority population. For the purpose of this monitoring report, routes grouped in quartiles 1 and 2 are considered the minority services.

This Compliance Monitoring Report has not identified any of disparity which requires additional review.



2. MONTGOMERY COUNTY SERVICE STANDARDS

2.1. *FTA Service Standard Requirements*

MCDOT receives FTA funding to provide service in Montgomery County, Maryland as a sub-recipient to the Maryland Department of Transportation Maryland Transit Administration (MDOT MTA). The county has a population of 200,000 people or greater. As such, as defined under 49 U.S.C. 5307, public transit providers are required to develop service standards and policies.

Pursuant to FTA circular 4702.1B, Ride On has established and monitors service performance under quantitative service standards and qualitative service policies. The standards and policies that must be monitored are:

- Standards
 - Vehicle Load
 - Vehicle Headway
 - On-Time Performance
 - Service Accessibility
- Policies
 - Vehicle Assignment
 - Distribution of Transit Amenities (Policy and Standards)

2.2. *Ride On Service Standards*

Standards for each of the FTA requirements are described below:

Vehicle Load Factor - This standard is measured as the ratio of passengers on board to the seated bus capacity expressed as a percent. Values of 100 percent or less indicate all riders are provided a seated ride while values of more than 100 percent denote standees. Loading standards indicate the degree of crowding (i.e., standees) which is acceptable, with consideration given to both the type of service and the operating period. Acceptable load factors are as follows:

Table 13 - Acceptable Load Factors

Service Type	Load Factor
Regular Routes	1.2
Express	1.0

Vehicle Headways - In general, frequencies or "headways" (the time between one bus and the next at the same location in the same direction) are established to provide enough vehicles past the maximum load point(s) on a route to accommodate the passenger volume and stay within the recommended load factor standards. If passenger loads are so light that an excessive time is needed between vehicles to meet loading standards, then headways should be set on the basis



of policy considerations. Montgomery County has established a thirty-minute headway as the minimum policy headway for routes operating in any time period.

As with all standards, the minimum headway is not an absolute measure and should be used as a guide. There may be situations where low demand and actual running times warrants even less frequent service. Further, headways should be designed, wherever possible, to conform to regularly recurring clock face intervals. There are instances where operational efficiencies may take the place of the benefits of clock face headways.

On-Time Performance – on-time performance standards have been established as follows:

Table 14 - On-Time Performance Standard

Schedule Adherence (OTP):	All Service Types
2 minutes early to 7 minutes late	88.5%

Service Accessibility – Within Montgomery County transit service is provided to traffic analysis zones with 3+ households per acre and/or 4+ jobs per acre.

2.3. Ride On Service Policies

Vehicle Assignment Policy – Ride On transit vehicles are assigned to three garages based upon their size and technology. The Nicholson Court Garage located near White Flint is a leased facility and can only accommodate diesel buses 30 foot in length or shorter. The Silver Spring Garage located near downtown Silver Spring can only accommodate diesel fueled and battery electric buses. Because of range limitations, battery electric buses are assigned to specific routes and blocks. The David F. Bone Equipment Maintenance and Transit Operations Center (EMTOC) located in Gaithersburg can accommodate diesel and CNG buses up to 60 foot in length. Flash BRT buses and specially branded Ride On extRa buses are operated from the EMTOC and assigned to specific routes. Except for the BRT, BEB and extRa buses, vehicles are assigned to routes based upon ridership loads with smaller buses assigned to routes with lighter loads and full-sized buses assigned to routes with heavier loads. Ride On monitors the age of buses assigned to routes by periodically sampling the bus assignments for a weekday and then comparing the average age of the buses assigned by quartile to the average age for all buses assigned. If the average age of buses assigned to any quartile is one standard deviation higher than the average of all buses assigned, then further investigation of the bus assignment process will be conducted.

Distribution of Transit Amenities Policy - In accordance with Ride On policy Bus Stop/Passenger Facilities will generally be located at or near major trip generators or destinations or at regular intervals based on the population density and transit-related demographic factors along the route. Stops must be in locations passengers can board and alight safely and where buses can safely enter and exit. Wherever possible, mid-block crossings are avoided to minimize potential pedestrian and vehicular conflicts. Optimally, bus stop locations will have pedestrian friendly facilities, including sidewalks and walkways that separate pedestrians from vehicular traffic.



Whenever possible, stops in opposite directions on a route will be located directly opposite each other.

All stops will be fixed locations designated by Ride On in accordance with this policy. Additionally, Ride On has a Night Request Stop program that allows passengers to request to be let off at any location with the following limitations: after 9:00 p.m. only; alighting only; must be on the regular route; location must be safe to stop; in Maryland only.

Bus stops shall not obstruct driveways or entranceways or cause visual obstructions for motorists or for bus operators merging back into the traffic stream. In areas that have high traffic volumes, turning movements, and pedestrian crossings through intersections, the stop should be placed where it presents the least conflict with vehicular traffic and pedestrians.

Decisions for final bus stop selection are based on the following:

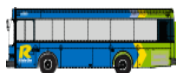
- Passenger origins
- Adjacent land use and activities
- Operational feasibility in accessing the stop
- Physical constraints or obstructions (trees, driveways, etc.)
- Pedestrian access including accessibility for people with disabilities
- Parking restrictions and requirements
- Traffic volumes on adjacent roadways particularly as evidenced by turning movements
- An examination of the individual bus route/routes that serve the potential stop
- Bus and intermodal (rail, park and ride) transfers to the stop

Safety is a critical consideration. Stops shall not be placed where they present a hazard to passengers, transit vehicles, or other traffic.

Park and Ride lots are a special category of bus stops intended to extend the reach of transit by collecting passengers from a wider area. Their location is based on availability of land or preexisting parking and connections to the regional highway system. Park and rides may also accommodate carpoolers or bicycle riders and serve as transit hubs. Planning and development of park and rides include a higher level of involvement with the public, other MCDOT divisions, Maryland National Capital Park and Planning Commission, WMATA and MDOT MTA.

Bus stop interval spacing has a major impact on transit operations. It greatly impacts a route's travel time, service reliability, and schedule adherence as well as the route's attractiveness to the customer population. Ride On guidelines for bus stop spacing are based on a combination of factors including:

- Type of service operated
- Ridership levels
- Passenger transfer potential and demand



- Type of roadway used for operation
- Prevailing traffic conditions operating on the roadway
- Adjacent and surrounding land use, trip generators, or attractors
- Topography of the area
- Population densities and demographic characteristics
- Interface with other routes and public transportation services

Bus stops should be placed approximately 750 feet to 1000 feet apart or 5-7 bus stops per mile dependent on potential commuter density.

1. Exceptions to Interval Spacing Requirements: Interval spacing guideline exceptions should be limited and made on a case-by-case basis in order to not confuse customers or adversely impact a route's running time and schedule adherence. The following are examples of exceptions to interval spacing requirements:
 - Street or subdivision design causes walking distance to the stop to be excessive.
 - Topographic conditions, such as hills or steep grades leading to and from a bus stop.
 - Demographic characteristics of customers, such as elderly customers who are unable to conveniently travel the prescribed guideline distance between bus stops.
 - High volume activity centers.
2. Consolidation of Bus Stops: Where there are excessive numbers of stops located at short intervals, stops with low levels of ridership will be consolidated. Individual stops may be eliminated or adjacent stops may be consolidated at a suitable intermediate location. Determination of stops to be retained will be based on operational, safety, accessibility, customer convenience considerations and on the suitability of the site for customer facilities.

3. MONITORING METHODS

Ride On will produce a Title VI Monitoring Report every three years. The monitoring method for each service standard and policy follow.

3.1. *Minority Population by Bus Route*

Using the 2018 Onboard Survey, Ride On has identified the racial and ethnic minority ridership for each route¹². Respondents were asked to which race or races (they could select more than one) they identified. The minority percentage is the sum of those who responded as a race other than white, divided by all those who responded to the question (those who left it blank or said they didn't want to answer are excluded). The routes have then been ranked in descending order

¹² The Flash launched in October 2020 and Route 27 launched in July 2022, so they were not included in the 2018 Onboard survey. In the below table Flash uses data from Route 21, which runs along the same path for much of it. Route 27 uses data from Route 10, whose eastern section runs close to it.



of minority ridership percentage and divided into four quartiles with the highest minority percentage in the first quartile. Table 15 below lists the Ride On routes with minority percentages and arranged in quartiles. This minority ridership ranking by quartile are utilized in the service monitoring to determine if service is being fairly and equitably provided.



Table 15 - Minority Percentage by Transit Route

Minority % by Route - 2018 Survey		
	Route	Minority %
Quartile 1	73	97.4%
	98	92.8%
	41	92.1%
	20	91.9%
	21	91.7%
	Flash	91.7%
	39	91.2%
	15	89.8%
	28	89.6%
	97	89.1%
	16	88.6%
	58	88.5%
	10	88.4%
	27*	88.4%
	78	88.3%
	75	87.3%
	67	87.2%
	83	87.2%
	301	87.2%
	64	86.8%
Quartile 2	26	86.8%
	17	86.4%
	57	86.2%
	31	86.0%
	2	85.7%
	48	85.0%
	56	84.6%
	59	84.6%
	55	84.4%
	18	84.3%
	74	82.6%
	65	82.6%
	51	82.5%
	101	81.5%
	8	81.1%
	61	81.0%
	79	81.0%
	54	80.3%
	44	80.0%
	49	80.0%
Minority % by Route - 2018 Survey		
	Route	Minority %
Quartile 3	9	79.7%
	100	79.6%
	46	79.2%
	43	78.0%
	45	77.9%
	38	77.1%
	66	76.9%
	25	75.0%
	12	73.0%
	5	72.8%
	60	72.1%
	34	71.7%
	1	71.7%
	63	70.7%
	33	70.0%
	71	69.8%
	52	68.8%
	23	67.8%
	90	67.8%
	24	67.3%
Quartile 4	11	65.9%
	47	65.8%
	37	65.3%
	81	64.7%
	70	64.5%
	14	62.4%
	22	62.0%
	13	60.0%
	6	59.4%
	96	59.0%
	4	56.9%
	76	56.7%
	42	56.2%
	7	54.1%
	53	53.7%
	32	51.9%
	29	49.2%
	36	46.6%
	30	44.4%
	19	27.0%



3.2. Vehicle Load Factor Monitoring Method

Using the GFI Fare collection data for a recent fiscal year, ridership and service capacity data will be collected for each route and an average weekday AM peak period and PM peak period will be calculated. Using the quartiles shown in Table 15, the average load factor per quartile for each peak period will be calculated. A disparity will exist if the average load factor for either quartile 1 or 2 is one standard deviation higher than the system average.

3.3. Route Headways Monitoring Method

Using published timetables, headway data will be collected for each route by four time periods. Using the quartiles shown in Table 15, the average headway will be calculated for each quartile and time period. A disparity will exist if the average headway for either quartile 1 or 2 is one standard deviation longer than the system average.

3.4. On-Time Performance Monitoring Method

Using automatic vehicle location data for a recent fiscal year, on-time performance will be collected for each route. Using the quartiles shown in Table 15, the average on-time performance will be calculated for each quartile and time period. A disparity will exist if the average on-time performance for either quartile 1 or 2 is one standard deviation less than the system average.

3.5. Service Accessibility Monitoring Method

Using the most recent American Community Survey, and using Remix GIS analysis, Ride On will estimate the percentage of the minority and majority population within ½ mile of a transit route, called the transit service area. Remix uses geospatial intersection at the census block group level to estimate the population within the transit service area. The average minority and non-Hispanic white (or non-minority) access to transit for the system will be calculated. If the minority rate of transit service access is less than 90% of the average rate of transit service access for the total population a disparity will exist.

3.6. Vehicle Assignment Monitoring Method

Using vehicle assignments for a recent weekday, the average age of all buses operating on a route during that weekday will be calculated. Using the quartiles shown in, the average age will be calculated for each quartile. A disparity will exist if the average bus age for either quartile 1 or 2 is one standard deviation older than the system average for all buses assigned.

3.7. Distribution of Transit Amenities Monitoring Method

Transit amenities will be mapped on GIS mapping for minority and low-income populations and the number of shelters and benches will be counted in each area. The number of shelters and the number of benches will be calculated for the minority / non-minority areas and the low-income areas based upon the percent of households in poverty. Rates of shelters and benches per 1,000 households will be calculated. If the rate of shelters or benches in minority / low income areas is 20 percent less than in non-minority / non-low-income areas a disparity will exist.



4. MONITORING RESULTS

4.1. *Vehicle Load Factor Monitoring Results*

Ridership and service capacity data were collected for Fiscal Year 2023, by day of week¹³. Average weekday, Saturday, and Sunday load factors by quartiles are shown in Table 16.

Table 16: Vehicle Load Factor - Fiscal Year 2023

Quartile	Weekday	Saturday	Sunday
1	24.1%	20.1%	20.0%
2	29.2%	32.9%	25.0%
3	19.7%	18.8%	15.3%
4	13.4%	11.1%	13.5%
System Average	21.6%	22.7%	20.3%
Standard Deviation	15.4%	15.4%	12.6%
Disparity Limit	37.0%	38.1%	32.9%

The monitoring methodology establishes that a disparity exists if the average load factor for either quartile 1 or 2 is one standard deviation higher than the system average. Quartile 2 exceeds the system average on weekdays, Saturdays, and Sundays, but is lower than the disparity limit on all. Quartile 1 is higher than the system average on weekdays, lower on Saturdays and Sundays, and similarly doesn't exceed the disparity limit.

All routes are within Ride On's acceptable load factor of 1.2 (120%) for regular routes and 1.0 (100%) for express routes. Route 55, Ride On's highest ridership route, has the highest crowding, with a weekday load factor of 90.0%, Saturday load factor of 80.1%, and Sunday load factor of 62.4%. It is, however, still below the acceptable limit.

¹³ Data were not available for AM and PM peak period.



4.2. Route Headways Monitoring Results

Using the Fiscal Year 2023 Service Summary, headway data was collected for each route by four time periods. The average headway was calculated for each quartile and time period as shown in Table 17 below. A disparity exists if the average headway for either quartile 1 or 2 is one standard deviation longer than the system average.

Table 17: Ride On Route Headways Monitoring Results – Fiscal Year 2023

Quartile	AM Peak	Mid Day	PM Peak	Evening
1	31.6	34.7	31.5	36.7
2	27.1	32.9	26.9	40.8
3	27.2	30.8	26.9	42.0
4	33.5	42.8	33.4	40.0
System Average	29.8	34.6	29.7	39.7

Standard Deviation	14.1	11.6	14.1	6.5
Disparity Limit	43.9	46.2	43.7	46.2

Disparity?	No	No	No	No
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Analysis of the headways indicates that there are no disparities.

4.3. On-Time Performance Monitoring Results

Using the automatic vehicle location system for Fiscal Year 2023¹⁴, on-time performance data for all time points was collected for each route using a one-minute early to 4 minutes late. This standard was selected rather than the adopted standard of 2-minutes early to 7 minutes late to better show individual route variation.

The average on-time performance was calculated for each quartile and summarized in Table 18. The monitoring methodology provides that a disparity exists when the average on-time performance for either quartile 1 or 2 is one standard deviation less than the system average.

Table 18: Ride On On-Time Performance – Fiscal Year 2023

Quartile	On-Time Performance
1	69.6%
2	69.0%
3	70.0%
4	70.9%
System Average	69.6%
Standard Deviation	6.3%

¹⁴ Data is for September 2022 – June 2023. A new CAD/AVL system was implemented in August 2022, making data prior to the change currently unavailable.



Disparity Limit	63.3%
-----------------	-------

The above analysis shows that no disparity between quartile exist, as the on-time performance for quartiles 1 and 2 are not less than the disparity limit and are closely in line with the system average.

Evaluating the route-by-route performance using the 1 minute early to 4 minutes late standard shows just two routes (36 and 78) with less than 60% on-time performance. Route 36 is in quartile 4 (non-minority route) while Route 78 is in quartile 1 (minority route).

4.4. Service Accessibility Monitoring Results

Table 19 presents the Remix GIS analysis of the percentage of minority and non-minority populations within ½ mile of Ride On and Metrobus transit routes, using the 2017-2021 American Community Survey (ACS) 5-Year Estimates. The monitoring methodology indicates that a disparity exists if the minority rate of transit service access is less than 90% of the white population rate of transit service access. The data for this calculation is shown below.

Table 19: Ride On Service Accessibility Analysis

	Total Population	Minority Population	Non-Hispanic White Population	Minority %
Montgomery County	1,056,590	609,192	447,398	57.7%
Transit Service Area	951,581	563,576	388,005	59.2%
% of population within transit service area	90.06%	92.51%	86.72%	
Source: American Community Survey 2017-2021 5-Year Estimates				

Review of the data indicates that no disparity exists.

4.5. Vehicle Assignment Monitoring Results

Using vehicle assignments for the randomly chosen weekday of June 14, 2023, the average age of all buses operating on a route was calculated and the average age was calculated for each quartile. The monitoring methodology requires that a disparity exists if the average bus age for either quartile 1 or 2 is one standard deviation older that the system average for all buses assigned.

Table 20: Bus Average Age June 14, 2023

Quartile	Average Age
1	7.81
2	7.67
3	7.83
4	8.22
System Average	7.88
Standard Deviation	1.80
Disparity Limit	9.68



Review of the data indicates that the average age of buses assigned to quartile 1 and quartile 2 are slightly younger than the system average. The analysis demonstrates that no disparity exists.

4.6. Distribution of Transit Amenities Monitoring Results

The location of transit amenities has been overlayed on the 2017-2021 American Community Survey (ACS) 5-Year Estimates, and analyzed to determine if they have been equitably distributed in minority and low-income populations. Table 21 and Table 22 compare the rate of transit amenities calculated as shelters and/or benches per 1,000 people or 1,000 families.

The rate of bus shelters per 1,000 people is higher for high minority concentrations while the rate of benches per 1,000 people is almost the same between low minority and high minority concentrations. Thus the data don't show any disparity toward minority communities in the location of transit amenities.

Table 21: Transit Amenities Relative to Minority Concentrations

Minority Concentration	Population	Shelters	Benches	Shelters per 1,000 Residents	Benches per 1,000 Residents
Higher than County Average (>57.7%)	568,567	496	726	0.87	1.28
Lower than County Average (<57.7%)	488,634	292	610	0.60	1.25
County Total	1,057,201	788	1,336	0.75	1.26

Likewise, the rate of bus shelters per 1,000 families is highest in the census tract grouping with the most families below poverty level, and the groupings above 5% poverty all have higher rates of shelters and benches than the group of census tracts with less than 5% poverty. Thus no disparity of transit amenity locations appears to exist toward low-income communities.

Table 22: Transit Amenities Relative to Families Below Poverty Level

Percent of Families Below Poverty Level	Families	Shelters	Benches	Shelters per 1,000 Families	Benches per 1,000 Families
0-5%	180,953	402	784	2.22	4.33
5.1-10%	47,302	207	298	4.38	6.30
10.1-15%	24,437	106	161	4.34	6.59
15.1-37.6%	14,593	73	93	5.00	6.37
County Total	267,285	788	1,336	2.95	5.00



4.7. Load Factor Detailed Results

Table 4-23: Load Factor Analysis – Fiscal Year 2023

Quartile	Route	Weekday Available Seats	Weekday Average Boardings	Weekday Load Factor	Saturday Available Seats	Saturday Average Boardings	Saturday Load Factor	Sunday Available Seats	Sunday Average Boardings	Sunday Load Factor
Quartile 1	73	1,280	69	5.4%						
	98	1,344	210	15.6%	1,176	99	8.4%			
	41	2,200	258	11.7%	2,200	199	9.0%	1,600	172	10.8%
	20	4,240	1,485	35.0%	3,120	1,101	35.3%	3,120	867	27.8%
	21	308	117	38.0%						
	Flash	13,020	2,272	17.5%	9,424	1,592	16.9%	9,424	1,191	12.6%
	39	1,200	166	13.8%						
	15	6,120	1,647	26.9%	4,640	1,299	28.0%	3,680	906	24.6%
	28	1,360	118	8.7%	1,360	81	6.0%			
	97	1,316	597	45.4%	868	224	25.8%	868	206	23.7%
	16	4,360	2,079	47.7%	3,960	1,780	44.9%	3,480	1,505	43.2%
	58	2,560	751	29.3%	1,960	526	26.8%	1,960	350	17.9%
	10	2,880	2,019	70.1%	1,840	793	43.1%	1,840	746	40.5%
	27	2,800	198	7.1%	2,800	141	5.0%	2,800	111	4.0%
	78	1,480	244	16.5%	1,440	124	8.6%			
	75	2,800	482	17.2%	2,000	378	18.9%	2,000	237	11.9%
	67	600	79	13.2%						
	83	1,876	260	13.8%	1,232	118	9.6%			
	301	504	90	17.9%	504	60	11.9%	504	40	7.9%
	64	2,920	942	32.3%	1,920	449	23.4%	1,920	286	14.9%
Quartile 2	26	3,760	2,103	55.9%	2,800	1,562	55.8%	2,800	1,256	44.9%
	17	2,760	486	17.6%	2,120	307	14.5%	1,920	243	12.7%
	57	3,640	858	23.6%	2,920	589	20.2%	2,360	377	16.0%
	31	504	53	10.4%						
	2	2,800	216	7.7%	2,080	100	4.8%	2,080	90	4.3%
	48	3,480	1,364	39.2%	2,280	872	38.2%	2,280	534	23.4%
	56	3,240	1,367	42.2%	2,120	714	33.7%	1,840	519	28.2%
	59	3,520	2,006	57.0%	2,640	1,283	48.6%	2,640	836	31.7%
	55	5,480	4,931	90.0%	4,520	3,619	80.1%	3,880	2,423	62.4%
	18	1,624	238	14.6%	1,204	159	13.2%	1,008	81	8.0%
	74	2,600	810	31.2%	2,040	510	25.0%			
	65	440	31	7.1%						
	51	1,040	76	7.3%						
	101	4,240	902	21.3%						
	8	1,344	291	21.7%	1,008	183	18.2%	1,008	117	11.6%
	61	3,160	1,362	43.1%	2,160	955	44.2%	2,160	695	32.2%
	79	560	61	11.0%						
	54	3,160	1,106	35.0%	2,120	715	33.7%	1,920	584	30.4%
	44	476	51	10.8%						
	49	3,520	1,296	36.8%	2,400	732	30.5%	2,400	466	19.4%



Title VI Compliance Monitoring Report January 2024

Quartile 3	9	3,160	824	26.1%	1,920	313	16.3%	1,760	241	13.7%
	100	5,920	607	10.3%	2,960	308	10.4%	2,400	178	7.4%
	46	4,480	1,916	42.8%	3,280	1,273	38.8%	3,040	774	25.5%
	43	2,720	415	15.3%	2,000	205	10.3%	2,000	150	7.5%
	45	1,596	568	35.6%	1,520	255	16.8%			
	38	1,848	528	28.6%	1,400	339	24.2%	1,400	258	18.4%
	66	560	49	8.7%						
	25	1,036	68	6.5%						
	12	3,280	701	21.4%	2,920	452	15.5%	2,920	432	14.8%
	5	3,360	817	24.3%	2,400	520	21.7%	2,240	394	17.6%
	60	520	74	14.3%						
	34	3,120	1,198	38.4%	2,320	569	24.5%	2,320	488	21.0%
	1	3,360	494	14.7%	2,520	442	17.5%	2,520	293	11.6%
	63	2,040	316	15.5%						
	33	924	187	20.3%						
	71	520	85	16.3%						
	52	504	40	7.8%						
	23	1,624	224	13.8%	1,344	144	10.7%			
	90	2,440	464	19.0%						
	24	560	83	14.9%						
Quartile 4	11	1,200	201	16.7%						
	47	2,800	725	25.9%	2,000	445	22.3%	2,000	344	17.2%
	37	700	104	14.8%						
	81	840	42	5.0%						
	70	1,600	232	14.5%						
	14	2,200	260	11.8%	1,600	129	8.1%			
	22	784	96	12.2%						
	13	880	220	25.0%						
	6	1,120	133	11.9%						
	96	1,064	102	9.6%						
	4	896	115	12.8%						
	76	2,080	236	11.3%	1,440	69	4.8%			
	42	1,316	202	15.4%	1,008	97	9.6%			
	7	336	27	8.1%						
	53	700	110	15.7%						
	32	672	109	16.3%						
	29	1,428	238	16.7%	1,288	139	10.8%	1,176	115	9.8%
	36	840	42	5.0%						
	30	1,920	192	10.0%						
	19	360	33	9.2%						

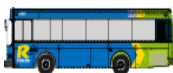


4.8. Route Headways Detailed Results

The purpose of this evaluation is to determine if the routes that provide service to the minority quartiles (1 and 2) have significantly less frequent service (longer headways) than the routes that provide service to the non-minority quartiles (3 and 4). The average headways were taken from the Fiscal Year 2023 service summary. The detailed results are shown on Table 24 and Table 25 on the next two pages.

Table 24: Ride On Route Headways FY23 Detailed Results – Minority Routes

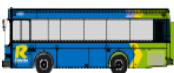
Quartile	% Minority	Route Name	Route Description	AM Peak	Mid Day 1200	PM Peak	Evng 900
Quartile 1	97.4%	73	Clarksburg-Old Baltimore-Shady Grove	40		40	
	92.8%	98	GTC, Kingsview, GCC, Cinnamon Woods	45	45	45	
	92.1%	41	Aspen Hill-Weller Rd.-Glenmont	40	40	40	40
	91.9%	20	Hillandale-Northwest Park-Silver Spring	10	25	12	40
	91.7%	21	Briggs Chaney-Tamarack-Dumont Oaks-Silver Spring	45		45	
	91.7%	Flash	US29 BRT	7.5	15	7.5	15
	91.2%	39	Briggs Chaney-Glenmont	35		35	
	89.8%	15	Langley Park-Wayne Ave.-Silver Spring	8	15	8	40
	89.6%	28	Silver Spring Downtown (VanGo)	30	30	30	30
	89.1%	97	GTC, Germantown MARC, Waring Station, GTC	15	30	15	30
	88.6%	16	Takoma-Langley Park-Silver Spring	12	30	12	35
	88.5%	58	Lakeforest-Montgomery Village-East Village-Shady Grove	25	35	25	40
	88.4%	10	Twinbrook-Glenmont-White Oak-Hillandale	30	30	25	45
	88.4%	27	Tech Rd-Washington Adventist-Hillandale	25	25	25	
	88.3%	78	Kingsview-Richter Farm-Shady Grove	45	45	45	
	87.3%	75	Clarksburg-Correctional Facility-Milestone-GTC	35	35	35	45
	87.2%	67	Traville TC-North Potomac-Shady Grove	35		35	
	87.2%	83	Germantown MARC-GTC-Waters Landing-Milestone-Holy Cross	35	35	35	35
	87.2%	301	Tobytown-Rockville	90	90	90	
	86.8%	64	Montgomery Village-Quail Valley-Emory Grove-Shady Grove	25	30	25	45
Quartile 2	86.8%	26	Glenmont-Aspen Hill-Twinbrook-Montgomery Mall	20	30	15	45
	86.4%	17	Langley Park-Maple Ave.-Silver Spring	35	35	35	35
	86.2%	57	Lakeforest-Washington Grove-Shady Grove	20	25	20	35
	86.0%	31	Glenmont-Kemp Mill Rd.-Wheaton	55		55	
	85.7%	2	Lyttonsville-Silver Spring	25	35	25	35
	85.0%	48	Wheaton-Bauer Dr.-Rockville	20	30	20	45
	84.6%	56	Lakeforest-Quince Orchard-Shady Grove Hospital-Rockville	15	40	15	40
	84.6%	59	Montgomery Village-Lakeforest-Shady Grove-Rockville	20	25	20	45
	84.4%	55	GTC-Milestone-MC,G-Lakeforest-Shady Grove-MC,R-Rockville	12	15	12	35
	84.3%	18	Langley Park-Takoma-Silver Spring	30	45	30	45
	82.6%	74	GTC-Great Seneca Hwy.-Shady Grove	25	40	20	40
	82.6%	65	Montgomery Village-Shady Grove	45		45	
	82.5%	51	ICC P&R-Hewitt Ave-Glenmont	30		30	
	81.5%	101	EXTRA-Lakeforest-Medical Center	10		10	
	81.1%	8	Wheaton-Forest Glen-Silver Spring	30	45	30	
	81.0%	61	GTC-Lakeforest-Watkins Mill-Shady Grove	15	30	20	45
	81.0%	79	Clarksburg-Skylark-Scenery-Shady Grove	45		45	
	80.3%	54	Lakeforest-Washingtonian Blvd-Rockville	20	35	20	45



	80.0%	44	Twinbrook-Hungerford-Rockville	55		55	
	80.0%	49	Glenmont-Layhill-Rockville	15	30	15	40

Table 25: Ride On Route Headways FY23 Detailed Results – Non-Minority Routes

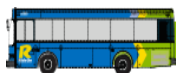
Quartile	% Minority	Route Name	Route Description	AM Peak	Mid Day 1200	PM Peak	Evng 900
Quartile 3	79.7%	9	Wheaton-Four Corners-Silver Spring	25	30	25	40
	79.6%	100	GTC-Shady Grove	8	15	8	40
	79.2%	46	Montgomery College-Rockville Pike-Medical Center	20	20	12	50
	78.0%	43	Traville TC-Shady Grove-Hospital-Shady Grove	25	35	25	50
	77.9%	45	Fallsgrove-Rockville Senior Center-Rockville-Twinbrook	20	40	25	
	77.1%	38	Wheaton-White Flint	30	30	30	35
	76.9%	66	Shady Grove-Piccard Drive-Shady Grove Hospital-Traville TC	35		35	
	75.0%	25	Langley Park-Washington Adventist Hosp-Maple Ave-Takoma	25		25	
	73.0%	12	Takoma-Flower Avenue-Wayne Avenue-Silver Spring	12	30	15	35
	72.8%	5	Twinbrook-Kensington-Silver Spring	15	35	15	45
	72.1%	60	Montgomery Village-Flower Hill-Shady Grove	45		45	
	71.7%	34	Aspen Hill-Wheaton-Bethesda-Friendship Heights	20	30	20	45
	71.7%	1	Silver Spring-Leland St.-Friendship Heights	8	30	8	45
	70.7%	63	Shady Grove-Gaither Road-Piccard Dr.-Rockville	35	35	35	
	70.0%	33	Glenmont-Kensington-Medical Center	30		30	
	69.8%	71	Kingsview-Dawson Farm-Shady Grove	45		45	
	68.8%	52	MGH-Olney-Rockville	45		45	
	67.8%	23	Sibley Hospital-Brookmont-Sangamore Road-Friendship Heights	35	35	35	35
	67.8%	90	Milestone-Damascus-Woodfield Rd- Airpark Shady Grove	30	35	25	
	67.3%	24	Hillandale-Northwest Park-Takoma	35		35	
Quartile 4	65.9%	11	Silver Spring-East/West Hwy-Friendship Heights	8		8	
	65.8%	47	Rockville-Montgomery Mall-Bethesda	25	35	25	40
	65.3%	37	Potomac-Tuckerman La.-Grosvenor-Wheaton	40		35	
	64.7%	81	Rockville-Tower Oaks-White Flint	35		35	
	64.5%	70	Milestone-Medical Center-Bethesda Express	20		20	
	62.4%	14	Takoma-Piney Branch Road-Franklin Ave.-Silver Spring	35	35	35	
	62.0%	22	Hillandale-White Oak-FDA-Silver Spring	40		40	
	60.0%	13	Takoma-Manchester Rd.-Three Oaks Dr.-Silver Spring	12		15	
	59.4%	6	Grosvenor-Parkside-Montgomery Mall Loop	45	45	45	
	59.0%	96	Montgomery Mall-Rock Spring-Grosvenor	20	50	20	
	56.9%	4	Wheaton-Kensington-Silver Spring	40		40	
	56.7%	76	Poolesville-Kentlands-Shady Grove	30	45	30	
	56.2%	42	White Flint-Montgomery Mall	40	40	40	
	54.1%	7	Forest Glen-Wheaton	30		30	
	53.7%	53	Shady Grove-MGH-Olney-Glenmont	50		50	
	51.9%	32	Naval Ship R&D-Cabin John-Bethesda	35		35	
	49.2%	29	Bethesda-Glen Echo-Friendship Heights	40	40	40	40
	46.6%	36	Potomac-Bradley Blvd.-Bethesda	30	55	30	
	44.4%	30	Medical Center-Pooks Hill-Bethesda	40	40	40	
	27.0%	19	Northwood-Four Corners-Silver Spring	55		55	



4.9. On-Time Performance Detailed Results

Table 26: On-Time Performance - Fiscal Year 2023

	Route	Route OTP	Quartile OTP			Route	Route OTP	Quartile OTP
Quartile 1	73	63.3%	69.6%		Quartile 3	9	63.5%	70.0%
	98	78.4%				100	94.1%	
	41	76.5%				46	66.5%	
	20	66.7%				43	77.0%	
	21	63.7%				45	65.1%	
	Flash	68.6%				38	76.8%	
	39	73.3%				66	85.1%	
	15	77.6%				25	79.6%	
	28	73.1%				12	69.6%	
	97	77.2%				5	65.1%	
	16	64.0%				60	78.8%	
	58	75.9%				34	65.2%	
	10	65.0%				1	73.5%	
	27	61.3%				63	72.9%	
	78	58.4%				33	69.5%	
	75	75.1%				71	75.9%	
	67	78.2%				52	64.8%	
	83	71.8%				23	74.7%	
	301	-				90	73.8%	
	64	78.1%				24	70.0%	
Quartile 2	26	60.8%	69.0%		Quartile 4	11	70.3%	70.9%
	17	72.7%				47	66.1%	
	57	74.0%				37	65.8%	
	31	77.6%				81	71.3%	
	2	82.8%				70	76.4%	
	48	74.3%				14	73.0%	
	56	66.4%				22	69.9%	
	59	72.4%				13	71.4%	
	55	66.1%				6	74.5%	
	18	72.7%				96	81.1%	
	74	70.9%				4	66.6%	
	65	77.6%				76	69.7%	
	51	70.8%				42	74.0%	
	101	67.9%				7	71.1%	
	8	69.6%				53	64.0%	
	61	67.9%				32	72.5%	
	79	69.8%				29	74.0%	
	54	69.5%				36	52.3%	
	44	76.3%				30	76.2%	



	49	76.6%			19	70.4%	
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4.10. Service Accessibility Detailed Results

Table 27 presents the Remix GIS analysis of the percentage of minority and non-minority populations within ½ mile of Ride On and Metrobus transit routes, using the 2017-2021 American Community Survey (ACS) 5-Year Estimates. The data for this calculation is shown below.

Table 27: Ride On Service Accessibility Analysis

	Total Population	Minority Population	Non-Hispanic White Population	Minority %
Montgomery County	1,056,590	609,192	447,398	57.7%
Transit Service Area	951,581	563,576	388,005	59.2%
% of population within transit service area	90.06%	92.51%	86.72%	
Source: American Community Survey 2017-2021 5-Year Estimates				

Figure 24 illustrates the minority populations served by the Ride On transit services and Figure 25 illustrates the low-income populations served by the Ride On transit services. Both use the 2017-2021 ACS 5-Year Estimates by census tract.



Figure 24: Ride On Service Area with Minority Population Concentrations

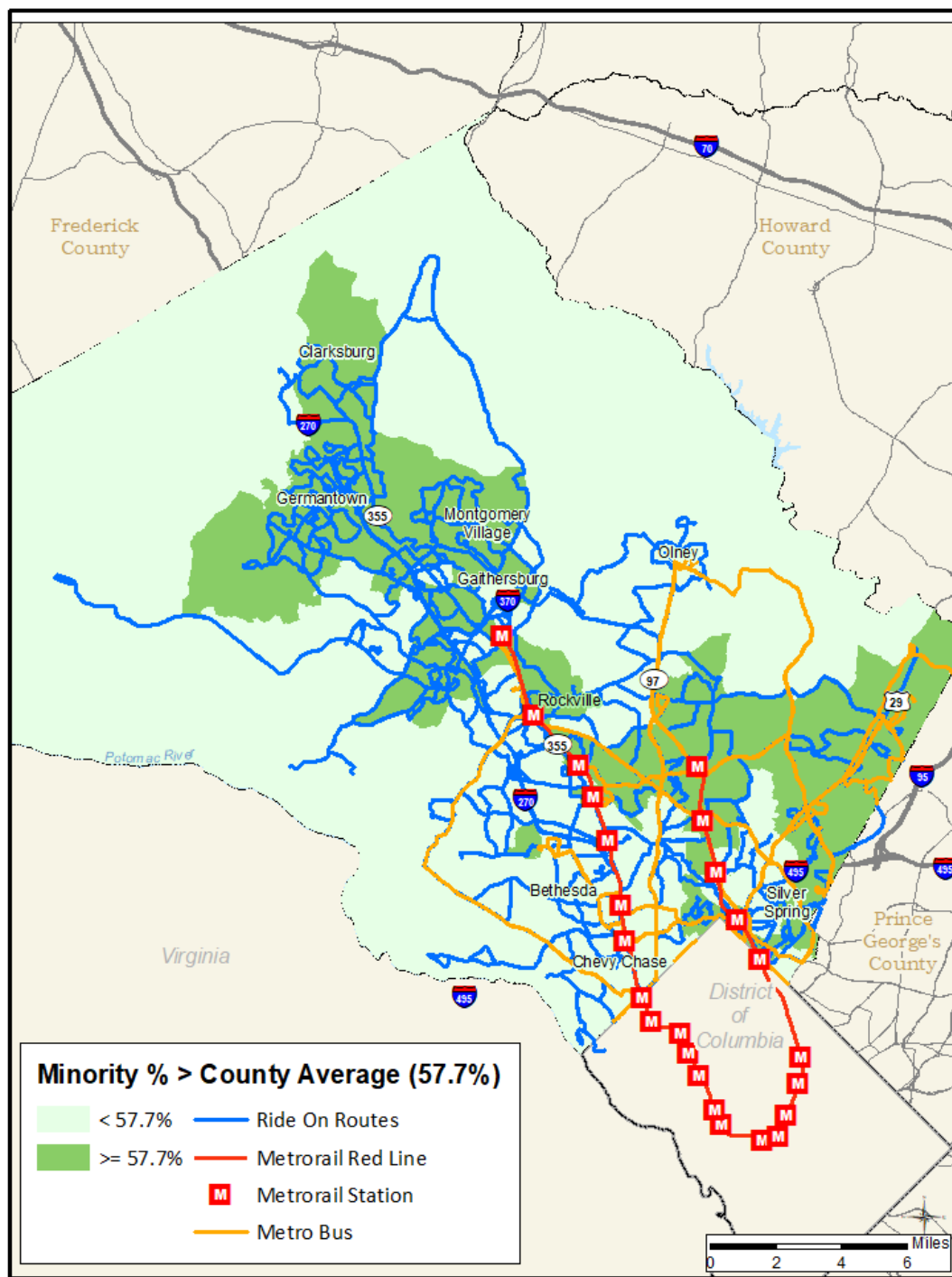
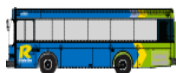
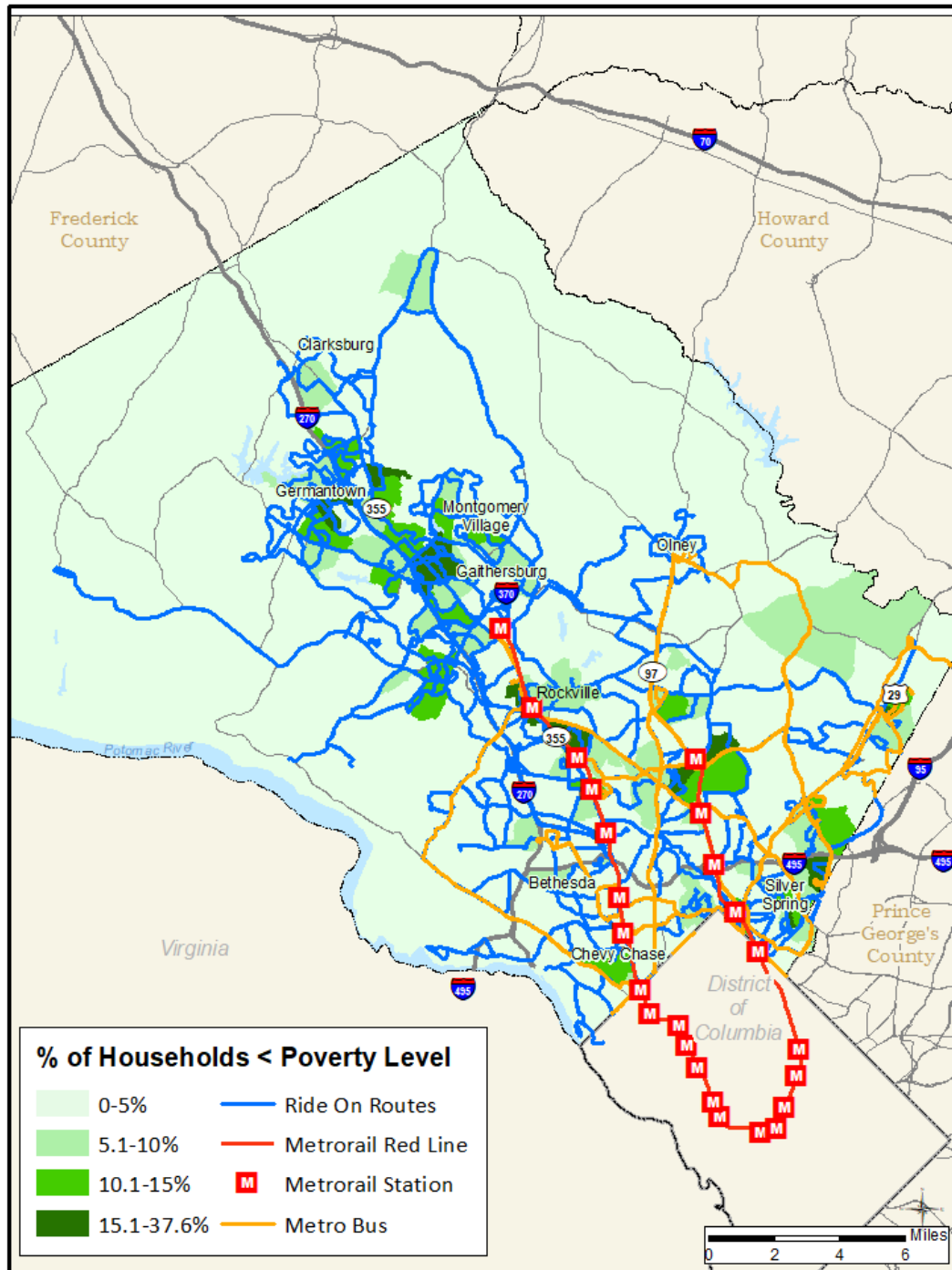


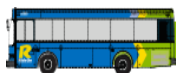
Figure 25: Ride On Service Area with Households Below Poverty Level



4.11. Vehicle Assignment Detailed Results

Table 28: Average Bus Age by Route and Quantile - June 14, 2023

Quantile	Route	Trips	Total Age	Route Average Age	Quantile Average Age
Quantile 1*	73	32	176	5.50	7.81
	98	48	323	6.73	
	41	55	481	8.74	
	20	106	1030	9.72	
	21	11	103	9.32	
	FLASH	210	945	4.50	
	39	30	349	11.63	
	15	147	1510	10.27	
	28	34	308	9.06	
	97	47	372	7.91	
	16	115	1143	9.93	
	58	64	417	6.52	
	10	72	630	8.75	
	27	70	667	9.53	
	78	37	236	6.36	
	75	60	424	7.07	
	67	15	88	5.83	
	83	67	446	6.65	
	64	73	456	6.24	
Quantile 2	26	94	924	9.83	7.67
	17	69	683	9.89	
	57	93	702	7.54	
	31	18	98	5.44	
	2	71	835	11.75	
	48	87	520	5.97	
	56	79	582	7.36	
	59	88	577	6.56	
	55	137	1000	7.30	
	18	58	519	8.95	
	74	65	426	6.55	
	65	11	67	6.05	
	51	26	268	10.29	
	101	106	663	6.25	
	8	48	506	10.54	
	61	79	533	6.74	
	79	14	76	5.43	
	54	79	525	6.64	
	44	17	105	6.18	



Title VI Compliance Monitoring Report January 2024

	49	88	569	6.47	
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**Route 301 is operated by WMATA so data are unavailable*

Quartile 3	9	79	790	9.99	7.83
	100	148	1000	6.76	
	46	112	742	6.63	
	43	68	380	5.59	
	45	57	364	6.39	
	38	66	388	5.88	
	66	14	74	5.29	
	25	37	367	9.91	
	12	82	846	10.32	
	5	84	813	9.68	
	60	13	83	6.35	
	34	78	771	9.88	
	1	84	814	9.69	
	63	51	388	7.60	
	33	26	197	7.58	
	71	13	88	6.73	
	52	18	128	7.11	
	23	58	399	6.88	
	90	61	345	5.65	
	24	14	135	9.64	
Quartile 4	11	30	322	10.73	8.22
	47	68	588	8.65	
	37	32	202	6.31	
	81	30	203	6.77	
	70	44	234	5.32	
	14	55	516	9.37	
	22	28	301	10.75	
	13	22	239	10.86	
	6	40	313	7.83	
	96	38	294	7.74	
	4	32	339	10.59	
	76	52	357	6.87	
	42	47	370	7.86	
	7	24	168	7.00	
	53	25	172	6.86	
	32	24	239	9.96	



	29	51	356	6.97	
	36	21	199	9.45	
	30	46	418	9.09	
	19	9	76	8.39	

4.12. *Distribution of Transit Amenities*

Transit amenities are mapped on

Figure 26 and Figure 27, using shelter and bench locations from August 2023.



Figure 26: Bus Stop Amenities Relative to Minority Population

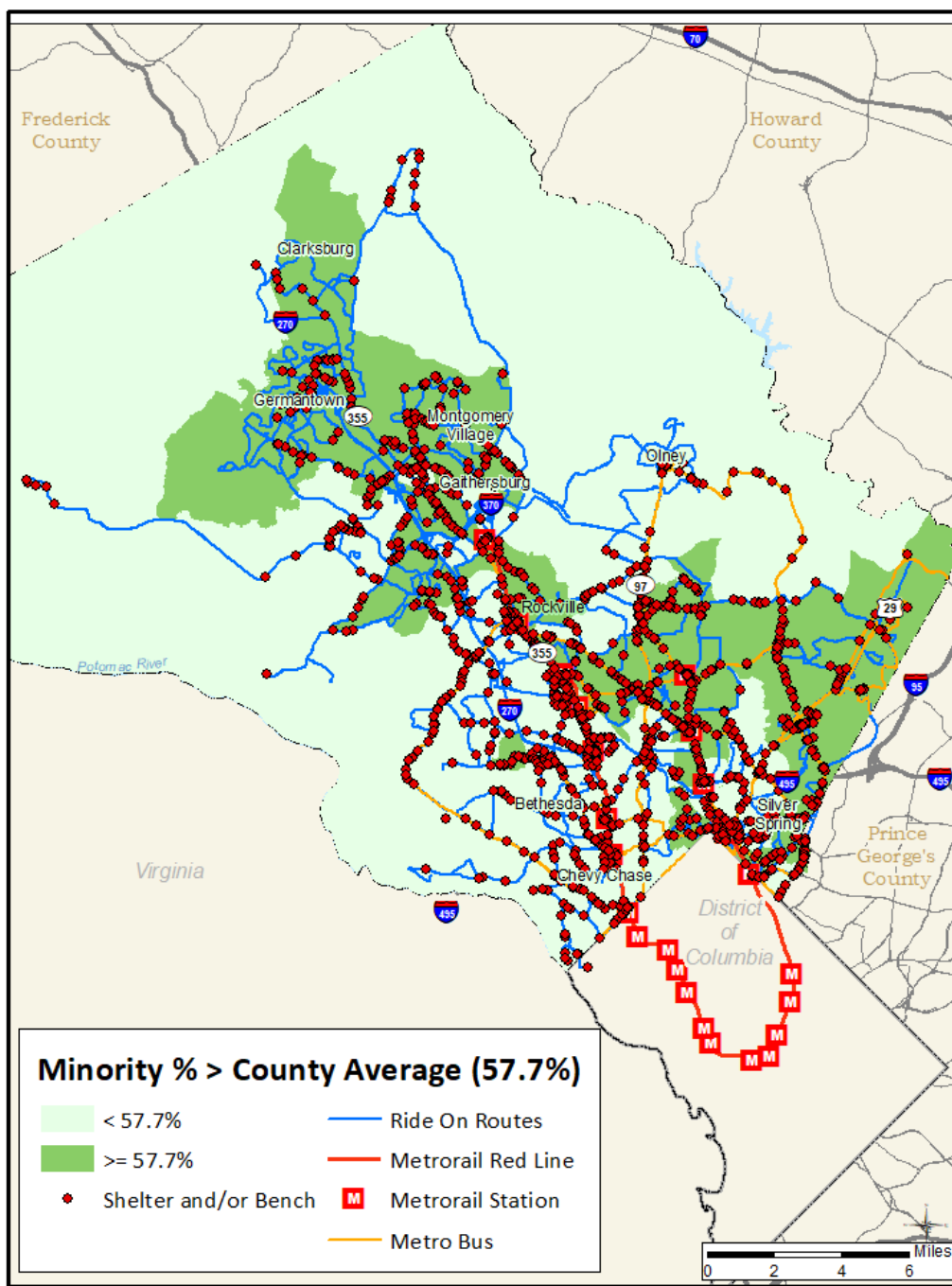
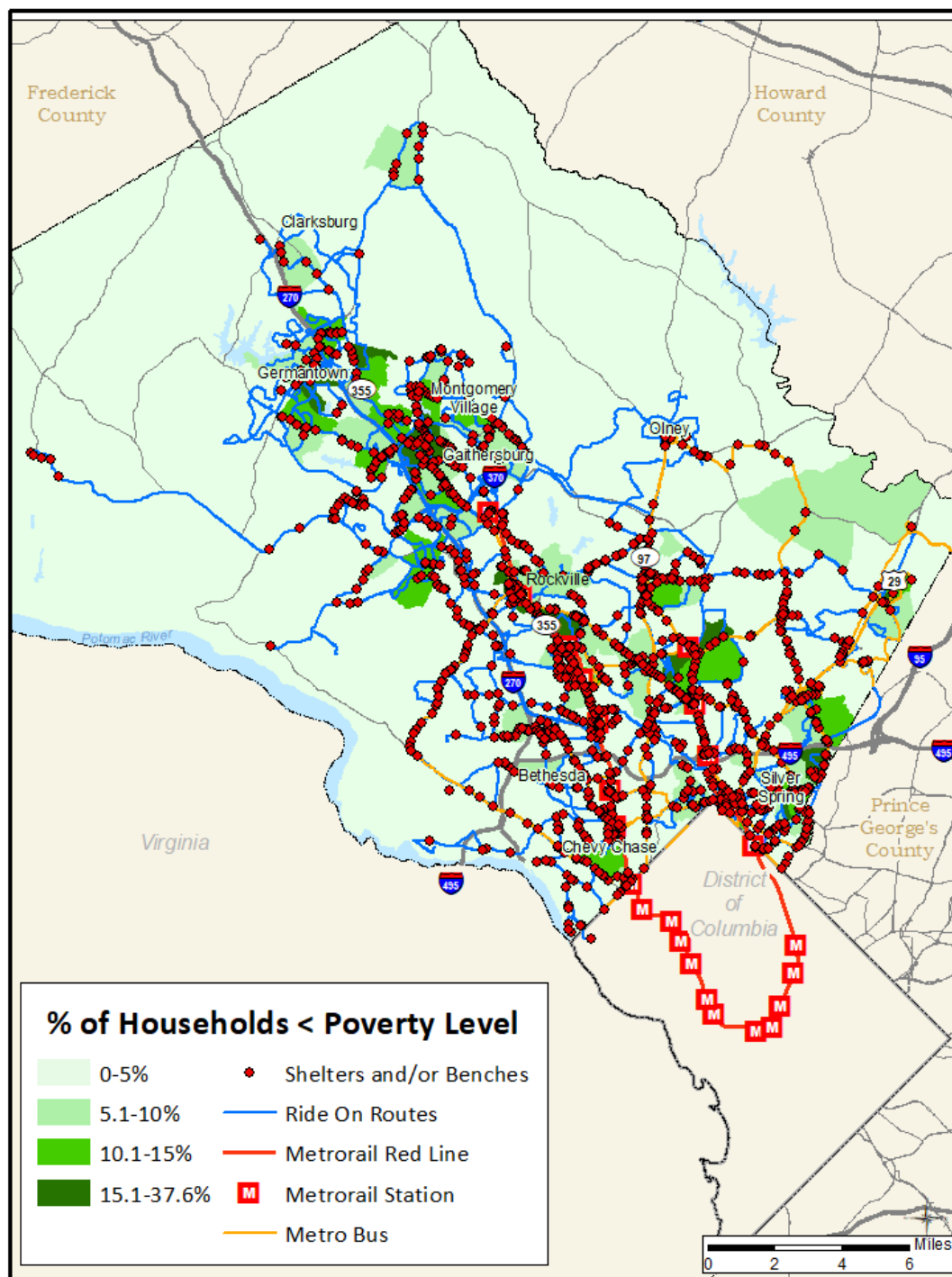


Figure 27: Stop Amenities Relative to Households Below Poverty Level



Appendix K - Non-discrimination Contract Clauses

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. Through signature of this contract, the contractor certifies that the contractor has filed an initial statement with the Maryland State Board of Elections in compliance with MD Code Ann., Election Law, §14-104(b)(1), or is not required to file an initial statement as per MD Code Ann., Election Law, §14-104(c)(2).

For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction and mechanical systems service contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;

Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023

- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023

E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees) Bodily Injury by				

Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023

Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300 Attachment	500	1,000	See
Minimum Automobile Liability (including owned, hired and non owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment
Certificate Holder Montgomery County Maryland (Contract #) Office of Procurement 27 Courthouse Square, Ste 330 Rockville, Maryland 20850				

*Professional services contracts only

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Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023

TABLE B. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
27 Courthouse Square, Ste 330
Rockville, Maryland 20850

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Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't § 10-1301 through 10-1308 (2013).

B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

25. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees, late fees, or shipping fees that are not provided for in the contract. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

Appendix L - FY22-23 Annual Transportation Plan Assurance

**STATEWIDE SPECIALIZED TRANSPORTATION
ASSISTANCE PROGRAM
LARGE URBAN TRANSPORTATION ASSISTANCE PROGRAM**

I. PROGRAM ASSURANCES

Montgomery County, Maryland hereby makes the following assurances to the Maryland Transit Administration of the Maryland Department of Transportation in conjunction with its application for state financial assistance for the Statewide Special Transportation Assistance Program (SSTAP) and/or for Large Urban funding.

1. The applicant has the requisite fiscal, managerial, and legal capability to carry out the SSTAP and/or Large Urban programs and to receive and disburse state funds.
2. Some combination of local or private funding sources has or will be committed to provide the required local share.
3. The applicant has or will have the time of delivery, sufficient funds to operate the vehicles and/or equipment purchased under this project, as applicable.
4. Private, for-profit transit and paratransit operators have been afforded a fair and timely opportunity by the applicant to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
5. The applicant has, to the maximum extent feasible, coordinated with other transportation providers and users, including agencies capable of purchasing service.
6. The applicant has complied with the applicable provisions of the regulations relative to charter bus and school bus operations.
7. The applicant has and will comply with the administrative requirements which relate to the applications made to and grants received from the Maryland Department of Transportation for the Statewide Specialized Transportation Assistance Program and/or the Large Urban program.

II. EQUAL RIGHTS ASSURANCE

Montgomery County, Maryland hereby makes the following assurance to the Mass Transit Administration of the Maryland Department of Transportation of the Maryland Department of Transportation in conjunction with its application for financial assistance for the Statewide Specialized Transportation Assistance Program and/or for the Large Urban Program.

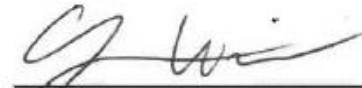
- A. No person, on the grounds of race, color, creed, national origin, sex, age or handicap shall be excluded from participation in, or denied the benefits of, or be subject to discrimination under and project, program, or activity funded in whole or in part by FTA.
- A. The applicant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, and shall take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

III. MUNICIPALITY NOTIFICATION CERTIFICATION (SSTAP ONLY)

Certification is given by the recipient named herein Montgomery County Government with respect to its application for assistance pursuant to the Statewide Specialized Transportation Assistance Program, filed with the Maryland Department of Transportation, as to the following:

- A. That the applicant has notified each municipality in the County, in writing, of the availability of funds through the Statewide Specialized Transportation Assistance Program.
- B. That the needs of such municipalities, with respect to the availability and use of Statewide Specialized Transportation Assistance Program funds in their respective municipalities, have been considered in the application.



Signature of Authorized Official

Yaakov "Jake" Weissmann

Name (printed)

Assistant Chief Administrative Officer

Title

4/4/23

Date

AREA AGENCY ON AGING
CERTIFICATION

Certification is given by the recipient named herein Montgomery County Government with respect to its application for assistance pursuant to the Statewide Specialized Transportation Assistance Program, filed with the Maryland Department of Transportation, as to the following:

- A. That the application has been reviewed by the local Area Agency on Aging, named herein Montgomery County Department of Aging.
- B. That the local Area Agency on Aging has approved the application for assistance.


Signature of Authorized Official

Yaakov "Jake" Weissmann
Name (printed)

Assistant Chief Administrative Officer
Title of Authorized Official

7/4/23
Date

Patrice L. McGhee
Patrice L. McGhee (Mar 1, 2023 15:44 EST)
Signature of Authorized Official
Area Agency on Aging

Patrice L. McGhee
Name (printed)

Director, Area Agency on Aging
Title of Authorized Official
Area Agency on Aging

Mar 1, 2023
Date

Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023



Marc Elrich
County Executive

OFFICE OF THE COUNTY ATTORNEY

John P. Markovs
County Attorney

March 30, 2023

Mr. Travis Johnson, Director
Mass Transit Administration
Office of Local Transit Support
6 Saint Paul Street
Baltimore, Maryland 21202-1614

Re: Grant Application – Opinion of Counsel

Dear Mr. Johnson:

This communication will serve as the requisite opinion of counsel to be filed with the Federal Transit Administration, United States Department of Transportation, in connection with all applications of Montgomery County for financial assistance pursuant to the provisions of the Federal Transit Act (the "Act") for planning, capital, training, demonstration, and/or operating assistance project(s). The legal authority for Montgomery County's ability to carry out planning, capital, training, demonstration, and/or operating assistance projects directly, by lease, contract, or otherwise is set forth below:

1. Montgomery County Government is authorized under Montgomery County Code (2014), as amended, §2-55 and §20-14(d) to provide and assist public transportation by acquisition, construction, and operation of existing or additional transit facilities. This assistance may be provided by Montgomery County or by lease arrangements with other parties.
2. The authority of Montgomery County to provide for its share of project funds is set forth in Montgomery County Code §52-13, special transit facilities tax.
3. I have reviewed the pertinent Federal, State, and local laws, and I am of the opinion there is no legal impediment to your making applications for financial assistance pursuant to the Act

Very truly yours,

Terrilyn Brooks
Associate County Attorney

Public Transportation Providers and Labor Representatives

Each county must complete the enclosed "Listing of Recipients, Eligible Surface Public Transportation Providers and Labor Representatives" chart.

The following information is excerpted from the Rural Transportation Employee Protection Guidebook issued by the U.S. Department of Labor.

The Warranty provides that the Public Body agrees, that, absent a waiver, the terms and conditions of the Warranty shall apply for the protection of the transportation related employees of any Recipient and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The section also states that the Public Body will provide to DOL and keep up to date during the Project a complete listing of all existing transportation providers which are eligible Recipients of Section 18 assistance in the transportation service area of the Project and any labor organizations representing the employees of the eligible Recipients. The term "eligible Recipient" includes those providers designated to receive Section 18 assistance as well as other surface public transportation providers who are also qualified for grants.

For these purposes:

The term "surface public transportation provider" means a mass transportation operation engaged in the provision of surface transportation services to the public. The term "surface public transportation provider" is meant to include "mass transportation" services as defined by the Urban Mass Transportation Act.

The term "public transportation" means "any transportation by bus or rail or other conveyance, either publicly or privately owned, which provides to the public general or special service on a regular and continuing basis." Public transportation does not include the following: (1) school bus, charter or sightseeing service; (2) exclusive ride taxi service; (3) and service to individuals or groups which excludes use by the general public.

The term "transportation service area of the Project" is intended to include the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. If a Project in one county draws passengers away from a system in an adjacent county, and employees of that adjacent county system are affected because of such reduction, that would be considered as included within the scope of the transportation service area of the Project. Also, if a carrier operates service which passes through the service area of a particular Project and the employees of the carrier which passes through the Project area affected by the Project-assisted services, that would be considered as included within the transportation service area of the Project.

Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023

List of Recipients, Eligible Surface Public Transportation Providers, and Labor Representation

(1) Project	(2) Recipients	(3) Other Surface Public Transportation Providers	(4) Union Representation of Employees, if any
Ride On Montgomery County Call-N-Ride Program (SSTAP) Contract to purchase transportation service for elderly, disabled, and low-income populations to medical appointments and services	Residents of Montgomery County, Maryland	A. WMATA B. Action Taxi C. Regency Taxi D. Montgomery County Union Taxi Cooperative	A. Employees Union Local 1994 600 S. Frederick Avenue Suite 200 Gaithersburg, MD 20877 B. Montgomery County Professional Drivers Union (MCPDU) Contact: Peter Ibik, President 702 Glen Guide Drive Rockville, MD 20850 301-637-9292 info@anytimeuniontaxi.com

**Special Section 5333 (b) Warranty
for Application to the Small Urban
and Rural Programs**

A. General Application

The Montgomery County, Maryland "(Public Body)" agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 18 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

- (1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not

be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

- (2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.
- (3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.
- (4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

- (5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.
- (5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.
- (5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "pre-consummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or

similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if post hearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

- (5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

- (6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

- (6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total

time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service
prior to adverse effect Period of protection
1 day to 6 years equivalent period
6 years or more 6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an

employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

- (7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.
- (7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.
- (7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.
- (7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.
- (7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the

Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

- (7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.
- (7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.
- (8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.
- (9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.
- (10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

- (11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.
- (11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.
- (11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.
- (11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service Separation Allowance

1 year and less than 2 years 3 months' pay
2 " " " 3 " 6 " "
3 " " " 5 " 9 " "
5 " " " 10 " 12 " "
10 " " " 15 " 12 " "
15 " " over 12 " "

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement

involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

- (15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.
- (15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.
- (15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).
- (16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be

measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

- (17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.
- (18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

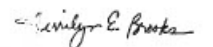
(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

- (22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.
- (23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.
- (24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union, representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.
- (25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.



Signature of Attorney

Terrilyn E. Brooks
Name (printed)



Signature of Authorized Official

Yaakov "Jake" Weissmann
Name (printed)

Assistant Chief Administrative Officer
Title

4/4/23

Date

CIVIL RIGHTS INFORMATION

As a condition of receipt of funding from Section 5307 and 5311 of the Federal Transit Act, information is needed from you on the implementation of Title VI, Civil Rights. You must submit the following as part of your application.

1. **Lawsuits or Complaints**

Attach to this certification a list of any active lawsuits or complaints naming your agency which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits. The list should include; the date the lawsuit or complaint was filed, a summary of the allegation, the status of the lawsuit or complaint, including whether the parties to a lawsuit have entered into a consent decree.

 X Check here if no such lawsuits or complaints have occurred within the past year, a statement to this effect must be submitted.

2. **Federal Financial Assistance**

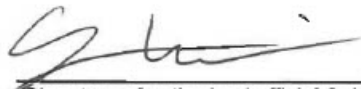
Attach a description of all pending applications for financial assistance, and all financial assistance currently provided by other Federal agencies.

3. **Civil Rights Compliance Reviews**

Attach a summary of all civil rights compliance review activities conducted in the last three years. The summary should include; the purpose or reason for the review, the name of the agency or organization that performed the review, a summary of the findings and recommendations of the review, a report on the status and/or disposition of such findings and recommendations.

 Check here if a summary of all civil rights compliance review activities is not needed.

This review would be included as part of your A-128 or A-133 Single Audit or Triennial Review or conducted by the U.S. Office of Civil Rights, Federal Transit Administration.

 4/4/23
(Signature of authorized official & date)

Yaakov "Jake" Weissmann
(Print authorized official's name)

Assistant Chief Administrative Officer
(applicant's title)

CERTIFICATION OF EQUIVALENT SERVICE

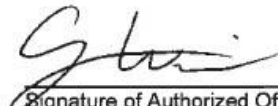
***For Requests for Demand-Responsive Vehicles
That are Not Accessible to Persons Using Wheelchairs***

The Americans with Disabilities Act requires that:

- **Fixed-Route Services**—Public transit operators must purchase lift-equipped vehicles that meet ADA standards for fixed-route services (49 CFR 37.71), as well as for route deviation services.
- **Demand-Responsive Services**—Public and private transportation operators must operate enough accessible vehicles to ensure the provision of equivalent service for persons with disabilities including individuals who use wheelchairs (49 CFR 37.77, 49 CFR 37.101, and 49 CFR 37.103).

Montgomery County Government (Applicant) hereby makes the following certification to the Maryland Transit Administration of the Maryland Department of Transportation in conjunction with its application for capital assistance to purchase vehicles under the Section 5307, 5309, 5310, or 5311 funding programs.

The applicant's demand-responsive service, when viewed in its entirety, provides an equivalent level of service for persons using wheelchairs as for ambulatory persons. In the application for capital assistance, the applicant is requesting a vehicle that is not accessible to persons using wheelchairs. If awarded, incorporation of the inaccessible vehicle will not result in a reduced level of accessible service; an equivalent level of service will continue to be provided to persons using wheelchairs as for ambulatory persons.

 4/4/23

Signature of Authorized Official & Date

Yaakov "Jake" Weissmann
Name (print)

Assistant Chief Administrative Officer
Title

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Yaakov "Jake" Weissmann hereby certify to the Maryland Transit Administration of the Maryland Department of Transportation, on behalf of Montgomery County Government that to the best of my knowledge and belief:

1. No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
 - a. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - b. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, contracts under grants, loans, and cooperative agreements).
2. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By:  4/4/23
Signature of Authorized Official & Date

Yaakov "Jake" Weissmann
Name (print)

Assistant Chief Administrative Officer
Title

Appendix M - FY24-26 Annual Transportation Plan Reporting Form

TITLE VI COMPLAINT FORM

**Montgomery County Department of Transportation
Division of Transit Services**

Montgomery County is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. The following information is necessary to assist us in processing your complaint. If you require any assistance in completing this form, please contact the Office of Human Rights Enforcement Manager by calling (240) 777-8450. The completed form must be returned to the Montgomery County Office of Human Rights, 21 Maryland Avenue, Suite 330, Rockville, MD 20850.

(Please print)

Section I:	
Name:	
Address:	
Telephone (Home):	Telephone (Work):
Electronic Mail Address:	
Accessible Format Requirement? ☒ Large Print ☐ Audio Tape ☐ TDD ☐ Other (specify)	

Section II:	
Are you filing this complaint on your own	☒ Yes* (if yes, go to Section III) ☐ No
If not, please supply the name and relationship of the person for who you are filing the complaint.	
Please explain why you have filed for a third-party:	
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third- party. ☒ Yes ☐ No	

Section III:
I believe the discrimination I experienced was based on (check all that apply):
☐ Race ☐ Color ☐ National Origin ☐ Other (specify)
Date of the Alleged Discrimination (Month, Day, Year):
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person (s) who discriminated against you (if known) as well as names and contact information for any witnesses. If more space is needed, please use the back of

Complete reverse side of form

**Montgomery County, Maryland
FY 2024-2026 Title VI Program Update
August 2023**

[illegible]

Section IV:	
Have you previously filed a Title VI complaint with this agency? Please explain.	☒ Yes ☐ No

Section V:	
Have you filed this complaint with any other Federal, State, or local agency or with any Federal or State	☒ Yes ☐ No
If you have filed this complaint with another entity, please provide the information below:	
Agency:	Contact Name:
Address:	Telephone Number:

Agency:	Contact Name:
Address:	Telephone Number:

You may attach any written material or other information that you think is relevant to your complaint.

I affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

Complainant's Signature

Date _____

Please submit this complaint form to:
Montgomery County Office of Human Rights, 21 Maryland Avenue, Suite 330, Rockville,
MD 20850

Appendix N – Montgomery County Council Approval

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: County Council

SUBJECT: Approval of Title VI Implementation Plan Update FY 2024-2026, Title VI Compliance Monitoring Report, Title VI Public Participation Plan and Title VI Language Assistance Plan

Background

1. This resolution approves the Title VI Implementation Plan Update FY 2024-2026 with updated Title VI Compliance Monitoring Report, Title VI Public Participation Plan and Title VI Language Assistance Plan.
2. Recipients of public transportation funding from the Federal Transit Administration (FTA) and the Maryland Transit Administration (MTA), are required to develop policies, programs, and practices that ensure that federal and state transit dollars are used in a manner that is nondiscriminatory as required under Title VI FTA Circular 4702.1B. Title VI Circular requires that each grant recipient through the approval of the recipient's governing board establish Title VI policies and service standards, prepare a Title VI program demonstrating how the recipient is complying with Title VI requirements, and monitor compliance of their transit services. Under Title VI Circular, grant recipients must update the Title VI program through the approval of the recipient's governing board every three years.
3. A Title VI Implementation Plan is mandatory for every grant recipient to proactively meet and exceed the minimum compliance requirements established under Title VI of the Civil Rights Act of 1964, the DOT Title VI regulations at 49 CFR part 21, and the related anti-discrimination statutes and regulations. The Title VI 2024-2026 Implementation Plan follows a format prescribed by the Maryland Transit Administration and addresses each of the topics required by FTA C4702.1B. As a part of the Title VI Implementation Plan FY 2024-2026, County staff have updated the Compliance Monitoring Report, Public Participation Plan and Language Assistance Plan to reflect activities or services operated during this time span.
4. The 2024 Title VI Compliance Monitoring Report monitors the performance of the transit system relative to system-wide service standards and service policies. The plan is updated on a tri-annual basis. These monitoring activities are used to compare the level of service provided to predominantly minority areas with the level of service provided to predominantly non-minority areas to ensure that the result of policies and decision-making is equitable.
5. The 2024 Title VI Public Participation Plan includes outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission.
6. The 2024 Title VI Language Assistance Plan provides language assistance to persons with limited English proficiency based on the DOT LEP Guidance.

Action

The County Council for Montgomery County approves the following resolution:

- a. Title VI Implementation Plan FY 2024-2026
- b. Title VI Compliance Monitoring Report
- c. The Title VI Public Participation Plan
- d. The Title VI Language Assistance Plan

This is a correct copy of Council action.



Sara R. Tenenbaum
Clerk of the Council