



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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

Monday, May 4, 2020

In compliance with local and state shelter-in-place orders, and as allowed by Governor Newsom's Executive Order N-29-20, until further notice the Marin County Transit District meetings will not be providing an in-person meeting location for the public to attend. Members of the Board of Directors and staff may participate in this meeting electronically or via teleconference. Members of the public are encouraged to participate remotely as described below.

How to watch the meeting:

Zoom: Please visit <http://www.zoom.us/j/86246765779> to join the webinar.

Webinar ID: 862-4676-5779

Teleconference: Members of the public wishing to participate via teleconference, can do so by dialing in to the following number at 10:00 A.M. on May 4, 2020: **+1 669 900 6833**; Access Code: **862 4676 5779**.

How to provide comment on agenda items:

- To provide written public comment prior to or during the meeting, please email info@marintransit.org (if intended to be read aloud as public comment, please state Public Comment in subject line). Please email your comments no later than 9:00 A.M. Monday, May 4, 2020 to facilitate timely distribution to the Board of Directors. Please include the agenda item number you are addressing and include your name and address. Your comments will be forwarded to the Board of Directors and will be placed into the public record.
- During the meeting (only): Use the comment form available at <https://www.marintransit.org/board> to submit your meeting-related comments on this agenda. Your comments will become part of the public record.
- During the meeting (only): Ensure that you are in a quiet environment with no background noise (traffic, children, pets, etc.) Raise your hand on Zoom by pressing ***9** and wait to be called upon by the President or the Clerk to speak. You will be notified that your device has been unmuted when it is your turn to speak. You will be warned prior to your allotted time being over. Your comments will also become part of the public record.



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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

AGENDA

Monday, May 4, 2020

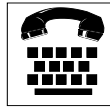
10:00 a.m. Convene as the Marin County Transit District Board of Directors

1. Open Time for Public Expression (limited to three minutes per speaker on items not on the Transit District's agenda)
2. Board of Directors' Matters
3. General Manager's Report
 - a. General Manager's Oral Report
 - b. Monthly Monitoring Reports for January and February
4. Consent Calendar
 - a. Minutes for March 2, 2020
 - b. First Amendment to Agreement with West Marin Senior Services for Services to Support Marin Access Programs in West Marin
 - c. Purchase of a Hyundai Kona Electric Vehicle for an amount not to exceed \$44,649
 - d. Purchase Agreement with Creative Bus Sales, Inc. for nine Shuttle Vehicle Replacements not to exceed \$1,350,000 and fifteen Paratransit Vehicle Replacements not to exceed \$1,471,000
 - e. First Amendment to Agreement with The DOT Direct to print the Marin Access Newsletter and survey for an amount not to exceed \$10,000
 - f. Third Amendment to Agreement with Whistlestop for Operation of the Marin Access Travel Navigator Program for an amount not to exceed \$329,555
 - g. Agreement with SRECTrade for Transaction and Management Services for Credits under the California Low Carbon Fuel Standard

(Continued)

- h. Amendment to Marin Transit Service Credit Replacement Plan and Designation of one additional person as an “Eligible Employee”
 - i. Marin School for Environmental Leadership Transportation Group Presentation
 - j. 2019 Muir Woods Shuttle Annual Report
Recommended Action: Approve.
5. Ratify Actions Taken by General Manager During COVID-19 Public Health Emergency
Recommended Action: Ratify actions taken during the COVID-19 public health emergency as listed in Attachment A.
6. Marin Transit Connect Program Update
Recommended Action: Information only.
7. Agreement with Uber Technologies Inc. to provide a mobility on-demand technology platform for the Connect program and future transit voucher program, and sign a Memorandum of Understanding with the Transportation Authority of Marin
Recommended Action: Authorize General Manager to (1) Execute a two-year agreement with Uber Technologies, Inc. (Uber) for an amount not to exceed \$80,000 to provide an on-demand mobility platform for the Connect same day service starting July 1, 2020; (2) Execute a two-year no fee agreement with Uber Technologies, Inc. (Uber) for access to Vouchers for Transit Agencies; and (3) Sign a Memorandum of Understanding with the Transportation Authority of Marin to formalize an integrated, accessible on-demand transportation program.
8. Marin Transit Update on Free Fare Initiatives
Recommended Action: Authorize staff to develop and implement Countywide promotional campaign to offer free fares during the national election on November 3, 2020.
9. Marin Transit Financial Status Update
Recommended Action: For information only.

Adjourn



All Marin Transit public meetings are conducted in accessible locations. Copies of documents are available in accessible formats upon request. If you require Translation Assistance, American Sign Language Interpreters, Assistive Listening Devices or other accommodations to participate in this meeting, you may request them by calling (415) 226-0855 (voice) or contact the California Relay Service by dialing 711 to connect to the telephone listed above. **Requests must be received no less than five working days prior to the meeting to help ensure availability.** For additional information, visit our website at <http://www.marintransit.org>

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

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

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



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san rafael, ca 94901

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marintransit.org

May 4, 2020

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

SUBJECT: General Manager Report – Monthly Report: January 2020

board of directors

Dear Board Members:

dennis rodoni
president
supervisor district 4

RECOMMENDATION: This is a recurring information item.

kate colin
vice president
city of san rafael

SUMMARY: The attached monthly report provides an overview of Marin Transit operations for the monthly period ending January 31, 2020. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

judy arnold
2nd vice president
supervisor district 5

Overall ridership in January 2020 increased by 8.6 percent compared to January 2019. Ridership on fixed-route services increased significantly by 9 percent. Ridership on Marin Access services increased by 14.3 percent. Ridership on yellow bus services increased by 5.4 percent.

damon connolly
director
supervisor district 1

Additional detailed analyses of system performance and trends are provided in separate quarterly and annual reports, including route-level statistics and financials. These reports are available on the District's website at <http://marintransit.org/monitoringreports.html>.

eric lucan
director
city of novato

FISCAL/STAFFING IMPACT: None associated with this report.

katie rice
director
supervisor district 2

Respectfully submitted,

Nancy Whelan
General Manager

kathrin sears
director
supervisor district 3

Attachments

Monthly Customer Feedback Report

January 2020



Month: January 2020

Category	Program							Total
	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide	
Commendation	1	0	0	0	3	2	1	7
Service Delivery Complaint	16	12	6	7	8	0	3	52
Accessibility	1	0	0	0	0	0	0	1
Driver Conduct Complaint	4	2	1	4	3	0	1	15
Driving Complaint	5	1	1	1	2	0	2	12
Early Trip	0	2	1	0	0	0	0	3
Equipment Issue	0	0	0	0	0	0	0	0
Farebox	0	0	0	0	0	0	0	0
Late Trip	1	0	1	1	3	0	0	6
Missed Connection	0	0	0	0	0	0	0	0
Missed Trip	0	0	0	0	0	0	0	0
No-Show	3	0	1	1	0	0	0	5
Off-Route	1	0	0	0	0	0	0	1
Pass-Up Complaint	1	7	1	0	0	0	0	9
Service Structure Complaint	4	2	0	0	6	0	1	13
Bus Stop Improvement Request	0	0	0	0	0	0	0	0
Fares	0	0	0	0	1	0	0	1
Other Complaint	2	2	0	0	1	0	0	5
Scheduling Complaint	1	0	0	0	4	0	1	6
Service Improvement Suggestion	1	0	0	0	0	0	0	1
Safety Complaint	0	0	0	0	0	0	0	0

Total Service Hours	9,271	3,635	1,549	694	5,484	-	22,020	22,020
Commendations per 1,000 Hours	0.1	0.0	0.0	0.0	0.5	-	0.0	0.3
Complaints per 1,000 Hours	2.2	3.9	3.9	10.1	2.6	-	0.2	3.0

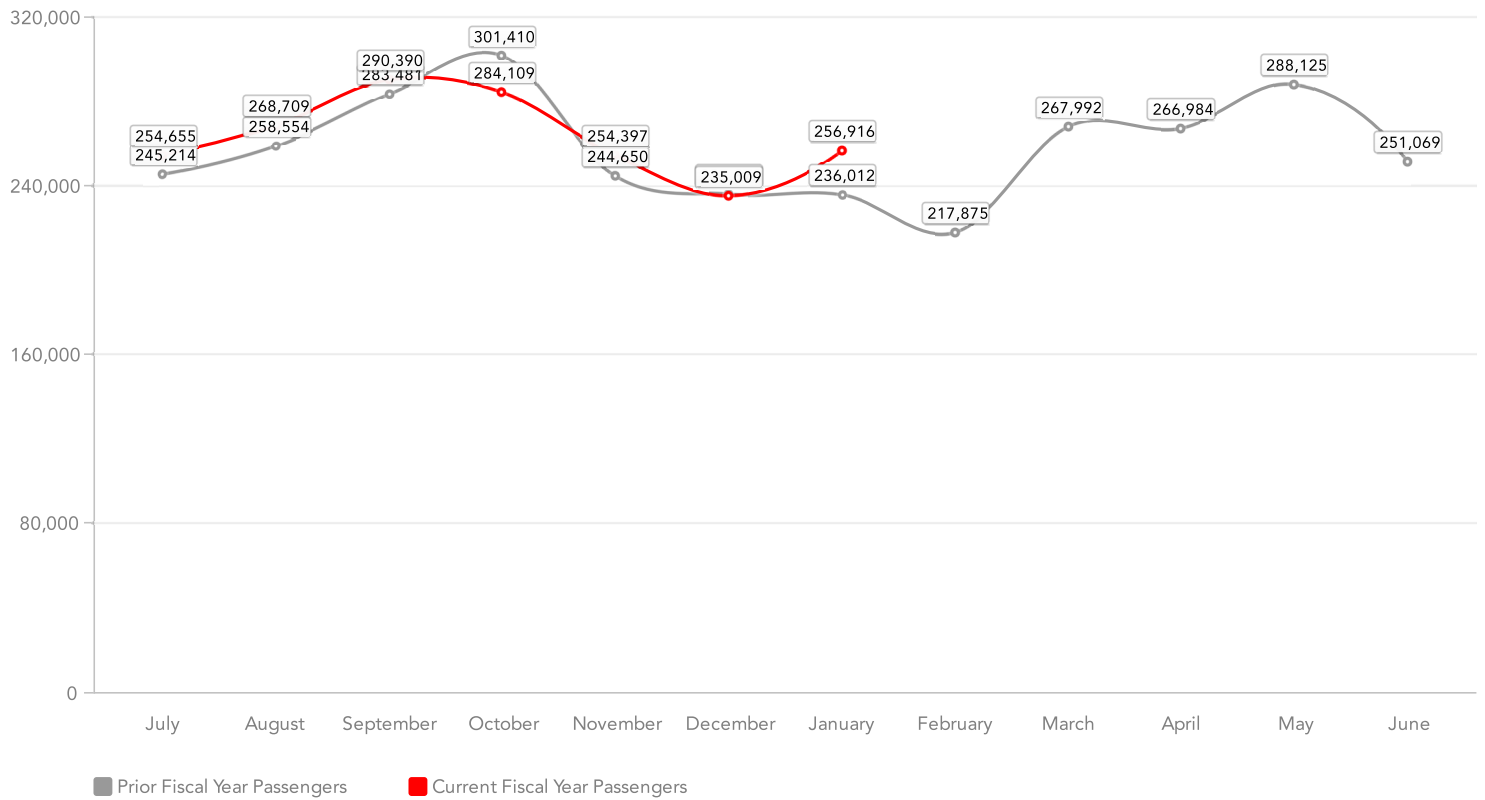
Total Passengers	178,295	33,204	13,698	31,719	11,941	2,280	271,137	271,137
Commendations per 1,000 Passenger	0.0	0.0	0.0	0.0	0.3	0.9	0.0	0.0
Complaints per 1,000 Passengers	0.1	0.4	0.4	0.2	1.2	0.0	0.0	0.2

FISCAL YEAR

2020

Year-to-Date Ridership Trends

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



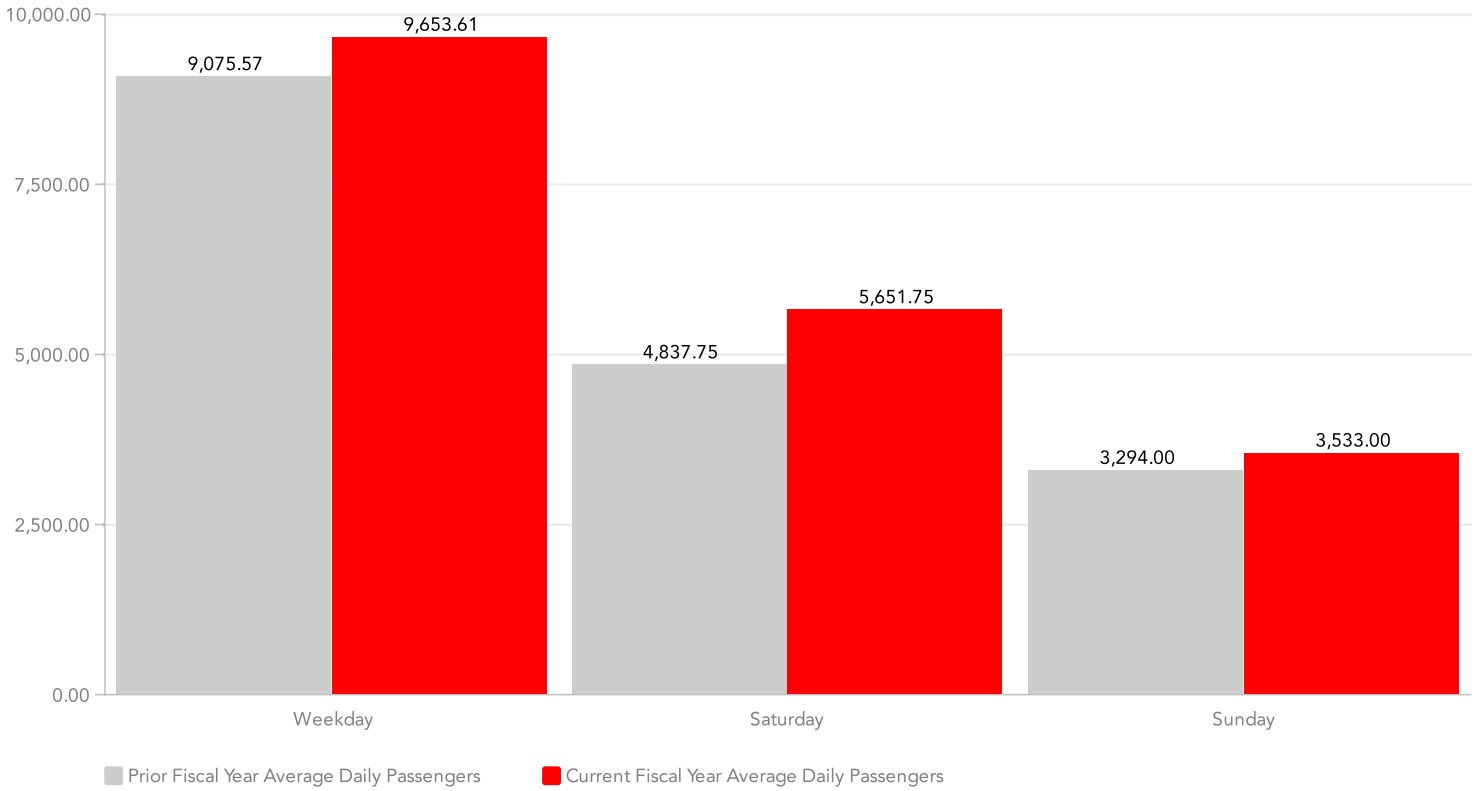
Demand Response Passengers by Month



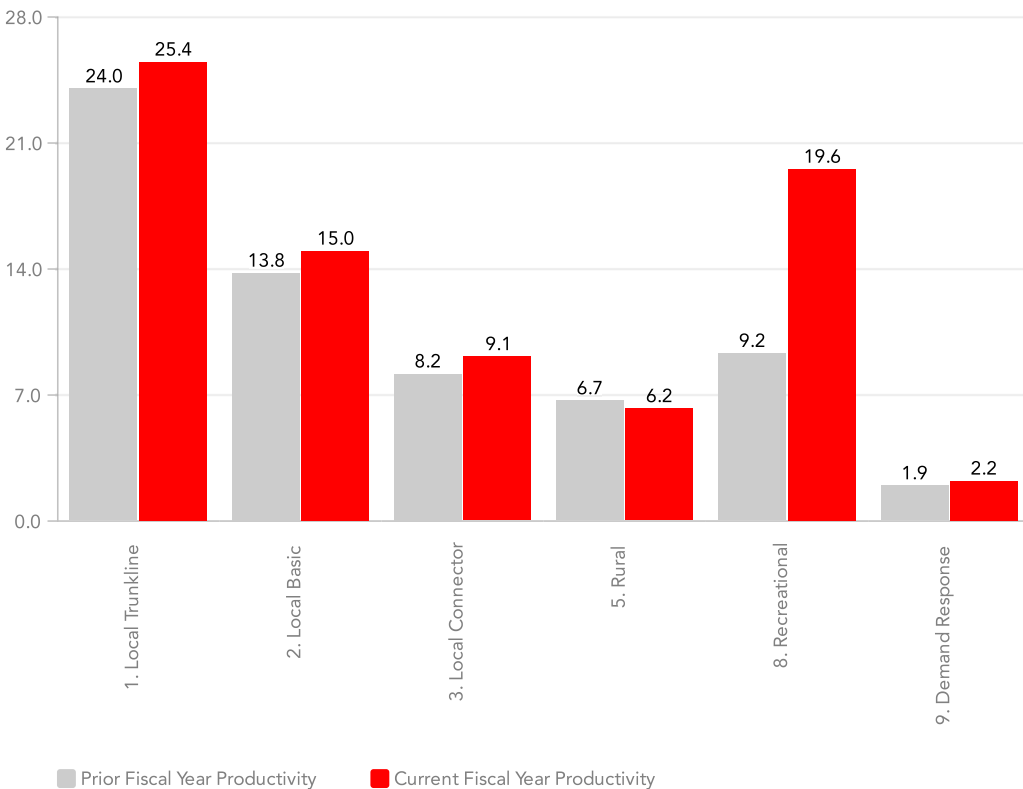
Monthly Statistics

MONTH
January

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



Route Typologies

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



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May 4, 2020

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

SUBJECT: General Manager Report – Monthly Report: February 2020

board of directors

Dear Board Members:

dennis rodoni
president
supervisor district 4

RECOMMENDATION: This is a recurring information item.

kate colin
vice president
city of san rafael

SUMMARY: The attached monthly report provides an overview of Marin Transit operations for the monthly period ending February 29, 2020. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

judy arnold
2nd vice president
supervisor district 5

Overall ridership in February 2020 increased by 14.4 percent compared to February 2019. Ridership on fixed-route services increased significantly by 15.1 percent. Ridership on Marin Access services increased by 17.8 percent. Ridership on yellow bus services increased by 0.6 percent.

damon connolly
director
supervisor district 1

Additional detailed analyses of system performance and trends are provided in separate quarterly and annual reports, including route-level statistics and financials. These reports are available on the District's website at <http://marintransit.org/monitoringreports.html>.

eric lucan
director
city of novato

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,

katie rice
director
supervisor district 2

Nancy Whelan
General Manager

kathrin sears
director
supervisor district 3

Attachments



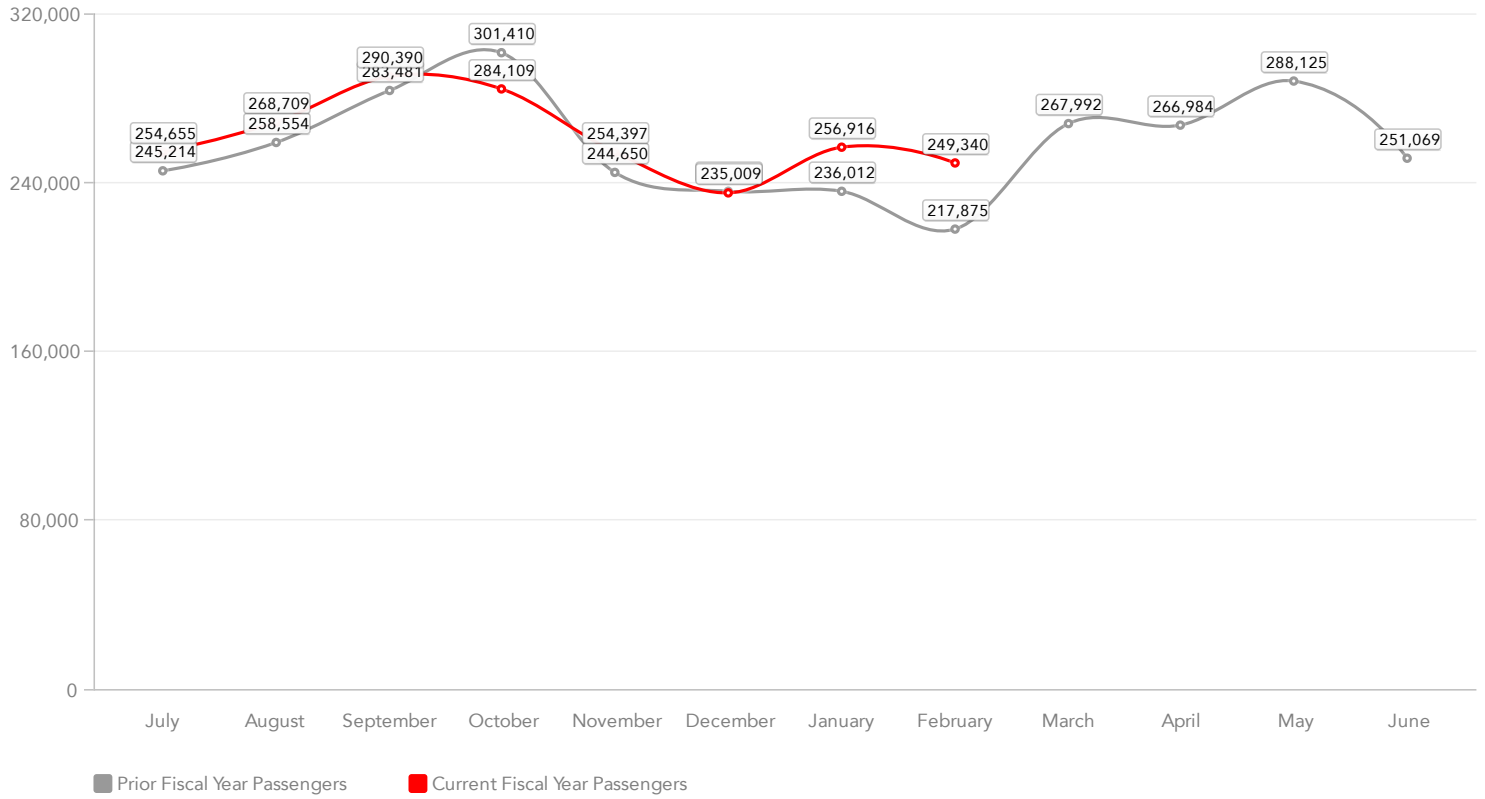
Month: February 2020		Program							Total
Category	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide		
Commendation	0	0	0	0	1	0	0	1	
Service Delivery Complaint	20	9	1	3	5	0	3	41	
Accessibility	1	0	0	0	0	0	1	2	
Driver Conduct Complaint	3	1	0	0	2	0	0	6	
Driving Complaint	6	0	0	0	1	0	2	9	
Early Trip	1	3	1	1	0	0	0	6	
Equipment Issue	0	0	0	0	0	0	0	0	
Farebox	0	0	0	0	0	0	0	0	
Late Trip	2	1	0	0	0	0	0	3	
Missed Connection	0	0	0	0	0	0	0	0	
Missed Trip	0	0	0	0	2	0	0	2	
No-Show	0	1	0	1	0	0	0	2	
Off-Route	0	0	0	0	0	0	0	0	
Pass-Up Complaint	7	3	0	1	0	0	0	11	
Service Structure Complaint	1	0	0	1	4	1	3	10	
Bus Stop Improvement Request	0	0	0	0	0	0	0	0	
Fares	0	0	0	0	0	0	2	2	
Other Complaint	1	0	0	1	2	0	0	4	
Scheduling Complaint	0	0	0	0	1	0	0	1	
Service Improvement Suggestion	0	0	0	0	1	1	1	3	
Safety Complaint	0	0	0	0	0	0	0	0	
Total Service Hours	8,477	3,323	1,544	736	5,400	-	20,740	20,740	
Commendations per 1,000 Hours	0.0	0.0	0.0	0.0	0.2	-	0.0	0.0	
Complaints per 1,000 Hours	2.5	2.7	0.6	5.4	1.7	-	0.3	2.5	
Total Passengers	175,441	32,244	14,678	26,977	11,365	2261	262,966	262,966	
Commendations per 1,000 Passenger	0.0	0.0	0.0	0.0	0.1	0.0	0.0	0.0	
Complaints per 1,000 Passengers	0.1	0.3	0.1	0.1	0.8	0.4	0.0	0.2	

FISCAL YEAR

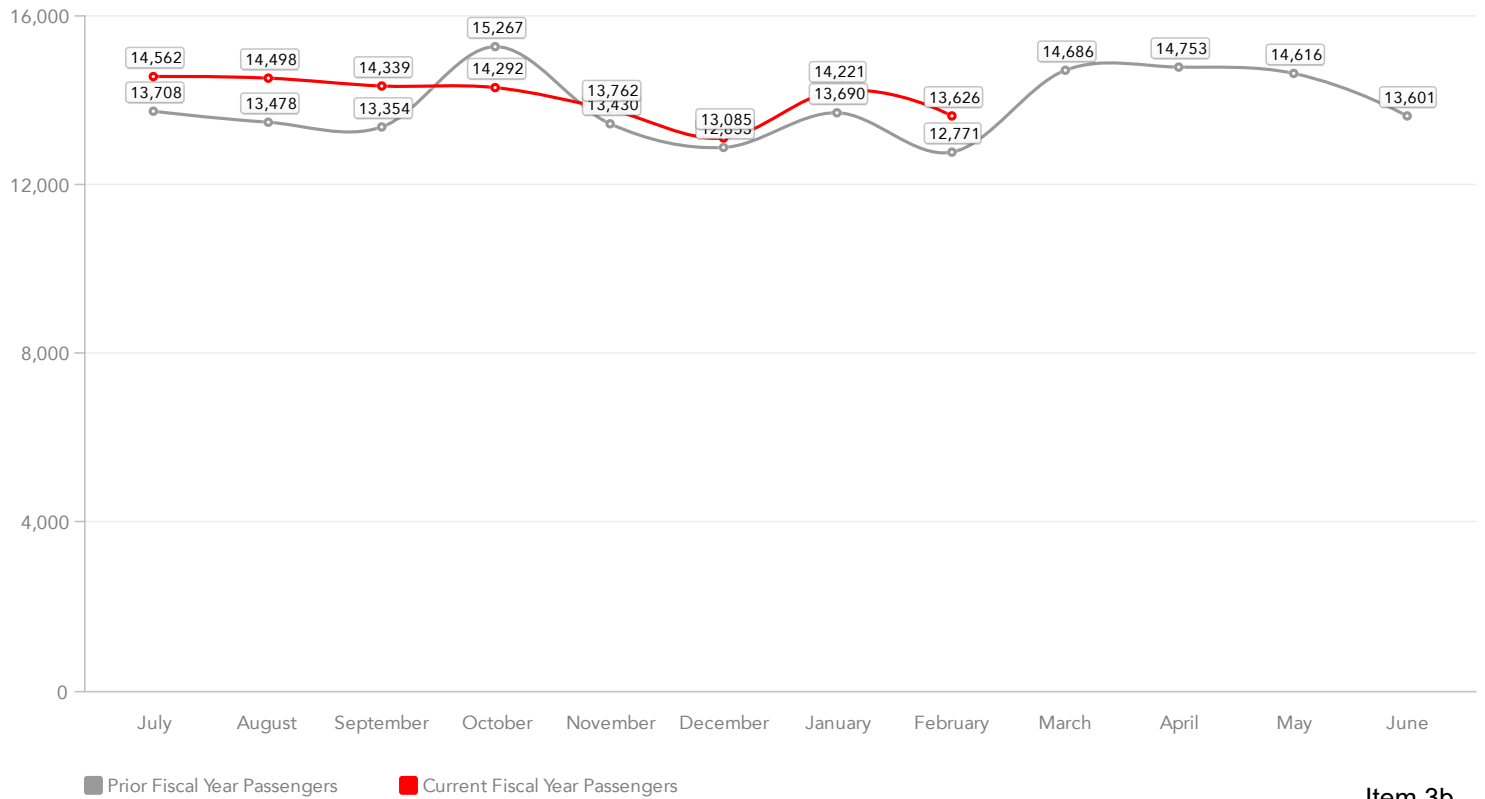
2020

Year-to-Date Ridership Trends

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



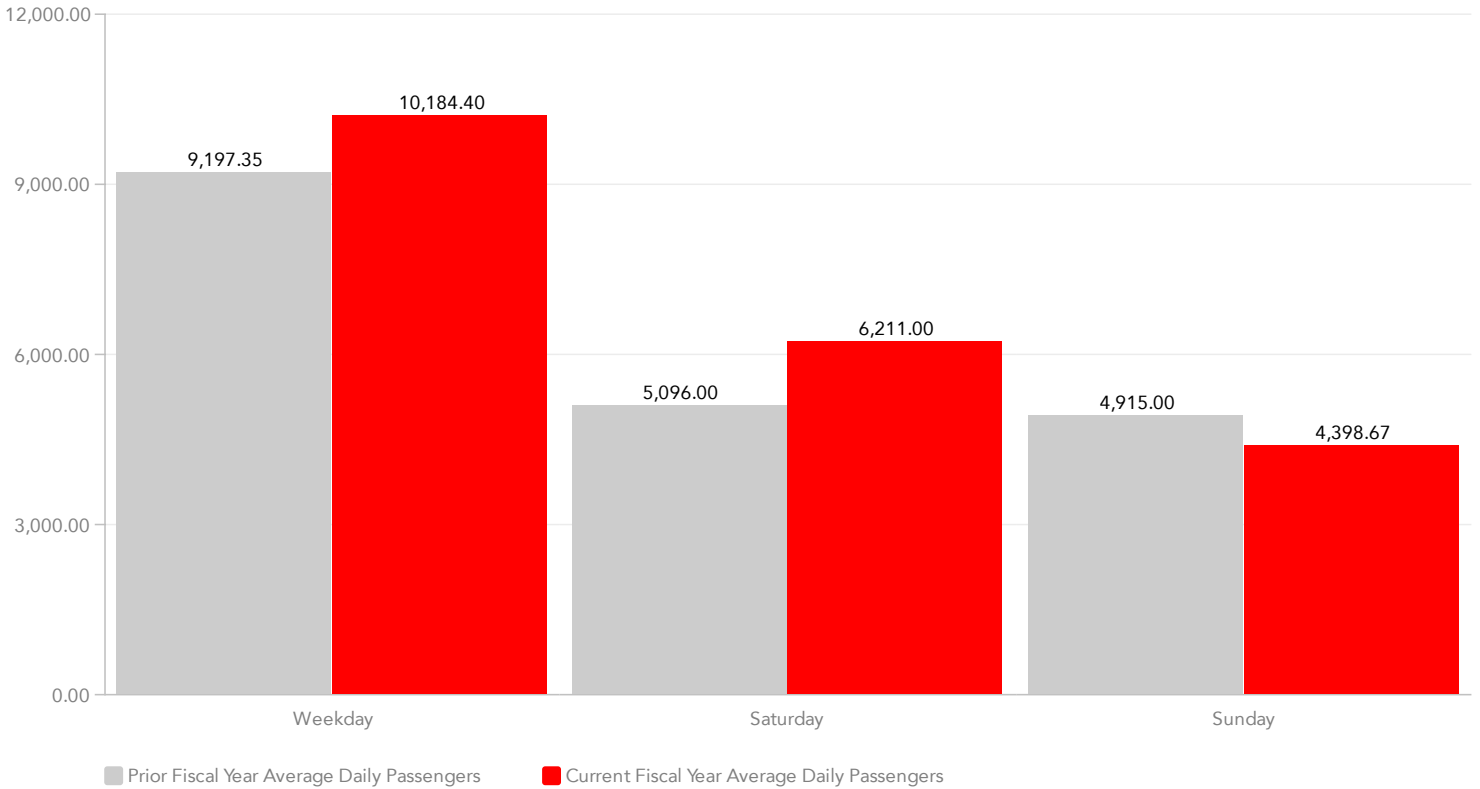
Demand Response Passengers by Month



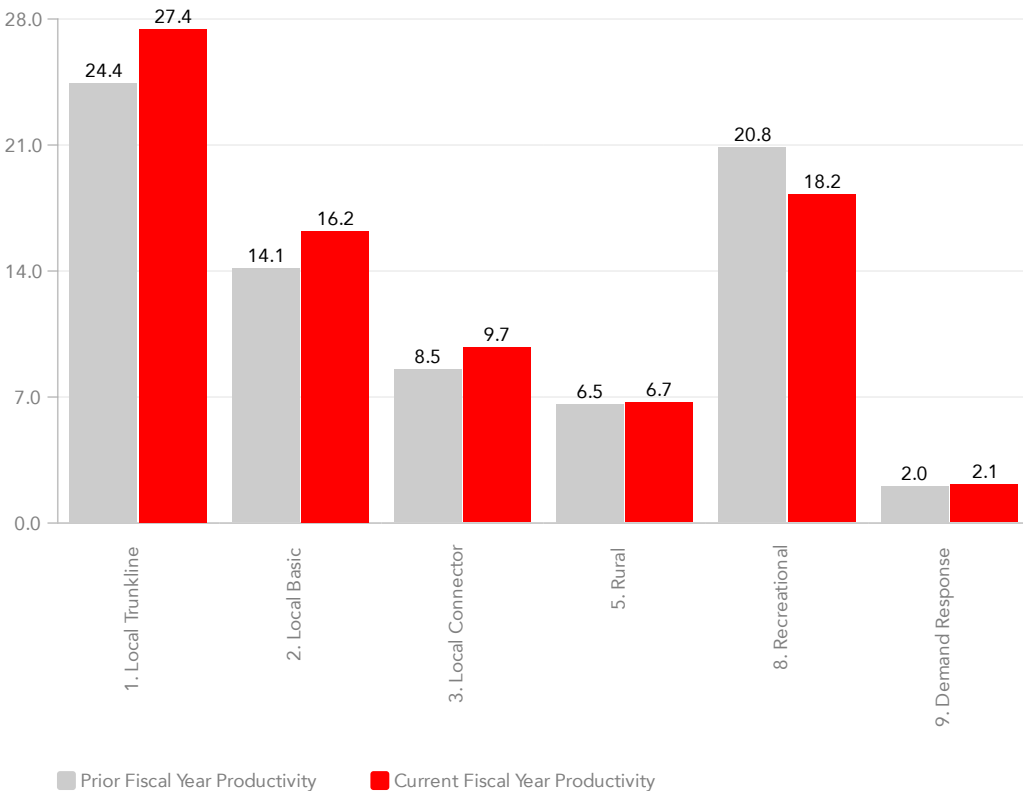
Monthly Statistics

MONTH
February

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



Route Typologies

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

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, March 2, 2019 at 10:00 A.M.

Roll Call

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

Absent: Director Connolly

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

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

Board President Rodoni asked if any member of the public wished to speak. Seeing none he called for Board of Directors' Matters.

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

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

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

Staff Report

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

General Manager Nancy Whelan introduced Keith Green, Marin Transit's newest employee. Ms. Whelan reported that effective February 3, 2020, Marin Transit Connect will service downtown San Rafael. The service area will also expand to more areas in Santa Venetia, Marinwood, and Lucas Valley. Marin Transit Connect will move to a \$4 per mile distance-based fare and the transit stop discount will no longer be offered. Marin Access riders will be eligible for \$3 flat fares or a \$40 unlimited monthly pass option.

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

Director Sears remarked that Marin Transit is doing extraordinarily well.

4. [Consent Calendar](#)
- a. [Minutes for February 3, 2020](#)
 - b. [Resolution 2020-01 Low Carbon Transit Operations Program](#)
 - c. [Marin Transit Quarterly Performance Report for the Second Quarter of FY 2019/20](#)
 - d. [Marin County Transit District Second Quarter FY 2019/20 Financial Report](#)
 - e. [First Amendment to Agreement with Mark Thomas & Company for On-Call General Engineering Services](#)
 - f. [Third Amendment to Agreement with MITTERA Group for printing services for an amount not to exceed \\$45,000](#)

Recommended Action: Approve.

M/s: Director Sears – Director Lucan
 Ayes: President Rodoni, Vice President Colin, Second Vice President Arnold, Director Rice, Director Sears, Director Lucan

Noes: None

Absent: Director Connolly

5. [Update on Completion of the State of Good Repair Bus Stop Improvements Project](#)

[Staff Report](#)

Senior Capital Analyst Anna Penoyar gave a presentation on the final phase of the State of Good Repair Bus Stop Improvement Project, which consisted of accessibility improvements and amenity upgrades to fourteen stops. The first phases of the State of Good Repair Bus Stop Improvement Project updated signage throughout the County in 2013 and constructed ADA Improvements and amenity upgrades at twelve stops in 2015.

Marin Transit's 2006 Short Range Transit Plan determines levels of amenities for stops. High use stops that serve over 100 passengers per day should have a shelter with bench and lighting. A shelter is optional for medium use stops that have over 50 passengers per day though benches should be provided where physically feasible. All stops should be accessible and provide a clear path of travel from the nearest intersection and a 5-foot by 8-foot landing pad for wheelchair passengers to load and unload.

Director Sears noted the high ridership on Tiburon Blvd. Ms. Sears stated that Tiburon Blvd could benefit from a shelter installation.

Director Lucan requested a list of all bus stops that identifies the jurisdiction where they are located and information about maintenance responsibilities.

Senior Capital Analyst Anna Penoyar responded that most of the information is available, but maintenance responsibilities can be complicated and recommended that any constituents with questions or complaints about maintenance be referred to Marin Transit Staff.

Director Colin requested that any list made available include an indication of which stops that have been improved and those that have not been improved.

Recommended Action: Information only.

6. [Agreement with Paseo Properties for Property Management Services](#)

[Staff Report](#)

General Manager Nancy Whelan recommended that the Board approval a property management agreement for Marin Transit's recently purchased property at 600 Rush Landing Road in Novato. The agreement is based on a California Association of Realtors standard form, with an amendment recommended by Marin Transit's legal counsel. Staff analyzed property management services that other public agencies utilize and conducted a search of property management firms. Staff recommends entering into a one-year agreement with Paseo Properties to provide these services.

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

Recommended Action: Approve.

M/s: Director Arnold – Director Sears

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

Noes: None

Absent: Director Connolly

7. [Proposed Agreement with SRECTrade for Transaction and Management Services for Credits under the California Low Carbon Fuel Standard](#)

[Staff Report](#)

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

Yaniv Lewis from SRECTrade gave a presentation on credits under the California Low Carbon Fuel Standard and noted that large transit agencies have

utilized the program to generate and sell LCFS credits that offset the higher operating costs of zero emission and alternative fuel vehicles.

Director Sears stated that joining the credit marketplace is an incentive to continue building Marin Transit's electric vehicle fleet.

Director Rice requested clarification on the required assets. Yaniv Lewis answered that the charging infrastructure matters. The owner of the charging infrastructure is the owner of the credits, and there is no minimum value for the assets.

Director Lucan asked how other renewable sources of electricity will factor into the final calculation of the credits. Mr. Lewis stated that this will depend on how the other sources of renewable electricity are configured.

General Manager Nancy Whelan noted that the agreement is pending further legal review, and staff will return to the Board with a proposed agreement.

Recommended Action: Discussion.

Adjourn

President Rodoni adjourned the meeting at 10:43 A.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



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board of directors

dennis rodoni
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kate colin
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city of san rafael

judy arnold
2nd vice president
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damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

May 4, 2020

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

SUBJECT: First Amendment to Agreement with West Marin Senior Services for Services to Support Marin Access Programs in West Marin

Dear Board Members:

RECOMMENDATION: Authorize General Manager to execute an amendment to the agreement between Marin County Transit District and West Marin Senior Services for services to support Marin Access programs in West Marin through June 30, 2021.

SUMMARY: In 2011, Marin Transit contracted with West Marin Senior Services (WMSS) to operate a volunteer driver program (TRIP) serving rural west Marin County. TRIP was primarily designed to reimburse mileage expenses for riders who find their own volunteer drivers. In some cases, WMSS worked with the riders to match them with a suitable driver. The contract for administering this program expired on June 30, 2016.

In 2016, Marin Transit completed a Senior Mobility Study that included an assessment of Marin Access programs and awarded a comprehensive Travel Navigator contract. These activities provided an opportunity for Marin Transit and WMSS staff to re-evaluate their services for seniors and people with disabilities in West Marin. The partners worked together to reallocate funding and program responsibilities to best meet the needs of these residents.

In July 2016, Marin Transit adjusted the programs serving west Marin County and shifted responsibilities for program administration to the Travel Navigator team. Marin Transit also entered into an agreement with WMSS to continue to provide support for Marin Access programs including marketing and driver matching service for TRIP. The initial agreement was for a one-year term to pilot this new role for WMSS. In 2017 and 2018, Marin Transit amended the contract to authorize two additional one-year terms.

In 2019, your Board approved a new contract with a one-year term that included four additional option years. The District's contract with West Marin Senior Services expires on June 30, 2020. Staff requests that your Board authorize the General Manager to execute an amendment to the contract to exercise the first option year through June 30, 2021. The amendment includes an updated Scope

of Work (Exhibit A) that defines detailed performance requirements and establishes incentives for improved performance. The amendment also incorporates Performance Tracking Sheets that are included as Exhibit D to the agreement.

FISCAL/STAFFING IMPACT: The total cost for this amendment to the agreement with West Marin Senior Services will not exceed \$16,400. Compensation for the services will be based on a monthly fixed fee of \$500 for marketing and outreach and a fee per ride match of \$20 per round trip. If the parties choose to exercise additional option years, the annual cost will remain the same as outlined in Table 1.

Table 1: Pricing for West Marin Senior Services to Support Marin Access Programs in West Marin County

	Marketing & Outreach	Driver Matching Services	Annual Not to Exceed
FY 19/20	\$6,000	\$10,400	\$ 16,400
Option Years			
FY 20/21	\$6,000	\$10,400	\$ 16,400
FY 21/22	\$6,000	\$10,400	\$ 16,400
FY 22/23	\$6,000	\$10,400	\$ 16,400
FY 23/24	\$6,000	\$10,400	\$ 16,400

Respectfully submitted,



Joanna Huitt
Mobility Planner

Attachment: 192042 1st Amendment to Agreement - West Marin Senior Services

192042

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN THE

MARIN COUNTY TRANSIT DISTRICT AND WEST MARIN SENIOR SERVICES DATED JULY 1, 2019

THIS AMENDMENT is made and entered into this 5th day of May 2020, by and between the MARIN COUNTY TRANSIT DISTRICT, (hereinafter referred to as "Marin Transit" or "District") and WEST MARIN SENIOR SERVICES (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the District and the Contractor entered into an agreement to support Marin Access programs in West Marin dated July 1, 2019 (# 192001); and

WHEREAS, the parties wish to extend the agreement for an additional year and extend the term of the agreement to June 30, 2021;

NOW, THEREFORE, the parties hereby agree to the following amendments as set forth below:

AGREEMENT

- 1) Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
- 2) Exhibit "A" Scope of Services is replaced in its entirety with the attached revised Exhibit "A" Scope of Services.
- 3) Exhibit "D" Performance Tracking Sheet and Examples has been added and is attached.

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

CONTRACTOR:

MARIN COUNTY TRANSIT DISTRICT:

By _____

APPROVED AS TO FORM:

County Counsel

EXHIBIT “A”

SCOPE OF SERVICES

This Contract will provide funding to West Marin Senior Services to provide the following program support:

Marketing and Outreach

West Marin Senior Services staff will:

- I. Work to inform the West Marin senior community about the availability of the Marin Access TRIP volunteer driver reimbursement program, Marin Access Travel Navigators, West Marin Stagecoach, shuttle programs, and other services provided by Marin Transit.
- II. Host Marin Access Travel Navigators and facilitate their interactions at community events.
- III. Advertise and recruit riders for shuttle programs.

Driver Matching Services for the TRIP Volunteer Driver Reimbursement Program

Due to the unique geography of West Marin, many TRIP eligible West Marin Senior Services will continue to match suitable drivers with members of the community enrolled in the TRIP volunteer driver program who are unable to source or provide their own drivers. West Marin Senior Services will be responsible for background checks on drivers and will provide Marin Transit with monthly reports detailing the number of round-trip matches provided.

Performance Minimums and Incentives

- A. **General Requirement.** Marin Transit wishes to incentivize CONTRACTOR to reach the maximum number of eligible West Marin residents possible while still maintaining a quality customer experience.
- B. **Minimum Performance Standards.** Minimum performance standards are to be maintained throughout the term of the contact. The following metrics represent the minimum standard for performance:

Task	Target	Details
I - Marketing	<ul style="list-style-type: none"> • Facilitate annual direct mail campaign to WMSS clients regarding MCTD transportation options • Facilitate bi-annual transportation related articles in the WMSS e-newsletter and/or website news page • Advertise Marin Transit 	<ul style="list-style-type: none"> • MCTD staff will develop mailing materials and assume all costs associated with mailing including printing and postage costs • MCTD staff will develop and provide

	<p>programs at 6 local businesses per quarter</p> <ul style="list-style-type: none"> • Post information about Marin Transit programs on WMSS social media • Review Marin Transit / Marin Access transportation option related content on WMSS website on an annual basis to ensure accuracy 	<p>marketing materials specific to offerings for West Marin residents for advertising at local businesses</p>
<p>II – Outreach Events</p>	<ul style="list-style-type: none"> • Coordinate participation for or host the Travel Navigator team at 8 community events per year • Post events the Travel Navigator team attends on the WMSS website calendar and other local calendars 	
<p>III – Rider & Volunteer Recruitment</p>	<ul style="list-style-type: none"> • Facilitate recruitment of new TRIP riders Facilitate recruitment of TRIP volunteers 	

- C. **Performance Assessment.** In order to assess performance, the tracking sheet shown in Exhibit C should be completed and submitted to Marin Transit on a monthly basis.
- D. **Incentive Standards.** An Incentive will be paid at the amount of \$500 per quarter when all minimum performance standards are met during each month of the quarter. Incentives may be withheld, even if minimum standards are met, if during that quarter there was an at fault complaint or incident that Marin Transit deems severe. Incentive levels will be re-evaluated against CONTRACTOR actual performance after the first six months and may be adjusted up or down as appropriate.

EXHIBIT "D"

Performance Tracking Sheet & Examples

	Rider	Driver	Origin	Destination	Date of Trip
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
	Report Prepared By:		Date:	Total Number of Rides Matched:	Item 4b

Task	Target	# Completed During Current Month	Detail
I - Marketing	Annual direct mail campaign to WMSS clients regarding MCTD transportation options <i>(if no mailings are planned for current month, include detail about when a mailing is planned for)</i>		
I – Marketing	Bi-annual transportation related articles in the WMSS e-newsletter and/or website news page <i>(if no articles are planned for current month, include detail about when an article is planned for)</i>		
I – Marketing	Advertisements about Marin Transit programs at 6 local businesses per quarter <i>(include detail about locations posted)</i>		
I – Marketing	Social media posts about Marin Transit programs <i>(include detail about platforms posts were made on)</i>		
I - Marketing	Annual updates to WMSS Website <i>(include detail about all updates made)</i>		
II – Outreach Events	Coordination of participation for the Travel Navigator team at 8 community events per year <i>(include detail about event locations & dates)</i>		
II – Outreach Events	WMSS calendar / local calendar postings about events the Travel Navigator team will be attending <i>(include detail about which calendars the events were posted to)</i>		

	Rider	Driver	Origin	Destination	Date of Trip
1	Joyce Howell	John Sullivan	PRS	Terra Linda	12/9/2019
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
	Report Prepared By: John Smith		Date: 1/9/2020	Total Number of Rides Matched:	1

Tasks I & II - WMSS Marketing & Outreach Tracking Report | Month: December Year: 2019

Task	Target	# Completed During Current Month	Detail
I - Marketing	Annual direct mail campaign to WMSS clients regarding MCTD transportation options <i>(if no mailings are planned for current month, include detail about when a mailing is planned for)</i>	0	Mailing planned for April 2020
I – Marketing	Bi-annual transportation related articles in the WMSS e-newsletter and/or website news page <i>(if no articles are planned for current month, include detail about when an article is planned for)</i>	0	Articles planned for March 2020 & June 2020
I – Marketing	Advertisements about Marin Transit programs at 6 local businesses per quarter <i>(include detail about locations posted)</i>	3	Flyers posted at: Dance Palace (PRS), Walnut Place (PRS), Coastal Health Alliance (PRS)
I – Marketing	Social media posts about Marin Transit programs <i>(include detail about platforms posts were made on)</i>	1	Post made to WMSS Facebook on 12/10/19 for TN Satellite Hours at Dance Palace in January 2020
I - Marketing	Annual updates to WMSS Website <i>(include detail about all updates made)</i>	0	
II – Outreach Events	Coordination of participation for the Travel Navigator team at 8 community events per year <i>(include detail about event locations & dates)</i>	0	Next event: TN Satellite Hours at Dance Palace in January 2020
II – Outreach Events	WMSS calendar / local calendar postings about events the Travel Navigator team will be attending <i>(include detail about which calendars the events were posted to)</i>	1	Post on WMSS calendar about TN Satellite Hours at Dance Palace in January 2020



711 grand ave, #110
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fax: 415.226.0856
marintransit.org

April 6, 2020

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

SUBJECT: Purchase of a Hyundai Kona Electric Vehicle for an amount not to exceed \$44,649

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATION: Authorize the General Manager to complete the purchase of a Hyundai Kona EV SEL for an amount not to exceed \$44,649 and adopt Budget Amendment #2020-08 to add Purchase of Staff Car to the FY2019-20 Budget.

SUMMARY:

Staff recommends that your Board authorize the General Manager to purchase a 2020 Hyundai Kona EV SEL to provide an additional staff car.

Staff rely on non-revenue vehicles for transportation to conduct service monitoring and to support bus stop maintenance, marketing, and capital projects. A staff car provides transportation to meetings with various boards and agencies throughout the region. Up until recently, Marin Transit has been utilizing a 2002 Prius sedan. Marin Transit purchased a 2018 Ford Connect Van to provide cargo capacity for transporting materials and to replace the Prius. However, staff continued to use the Prius as a retired active vehicle until it was no longer cost effective to make needed repairs. Marin Transit has expanded from one employee in 2004 to 15 employees, and an increasing number of staff also commute to work on transit. This has led to the need to retain two non-revenue vehicles in Marin Transit's fleet.

After evaluating the District's needs, staff reviewed several vehicle options and determined that the Hyundai Kona EV SEL is the most suitable option. The Kona is fully electric. This is consistent with the District's goal for achieving a zero-emission fleet, and it has an EPA-estimated range of 258 miles per charge. The Kona's seating capacity is similar to the Prius, and it accommodates up to five passengers with a ride height that provides the versatility of an SUV.

On March 9, 2020, staff requested quotes from three Hyundai dealerships and the District received responses from two fleet managers by the March 20 deadline. Manlee Hyundai in Santa Rosa

submitted the quote with the lowest pricing and provided a thorough and detailed reply to Marin Transit's specifications.

Staff initiated this procurement before the COVID-19 response disrupted agency functions. Staff recommends that your Board authorize the purchase to be eligible for time sensitive EV rebates.

Applicable rebates include the California Clean Vehicle Rebate Program (CVRP) offered by the California Air Resources Board with matching funds provided by TAM's Measure B program and a charging infrastructure rebate offered by Marin Clean Energy with matching funds also provided by TAM's Measure B program. Additional grants and rebates offered by Marin Clean Energy, PG&E and others were examined by staff but are not available to MCTD due to its status as a government agency. MCTD would have qualified for a charging infrastructure grant offered by BAAQMD but that particular grant is currently over-subscribed.

In authorizing this purchase, staff will be able to apply for and reserve these rebates and complete the purchase when the office reopens. Dealer prices quoted in this letter are good for as long as the car is in stock. California Air Resources Board approved EV rebates are valid for 18 months.

With your Board's approval, staff recommends that the District purchase the Kona SEL from Manlee Hyundai. Additional details are provided as an attachment to this letter.

Before completing the purchase, staff will review prices to identify opportunities for improved pricing due to market changes. If the purchase is delayed due to the COVID-19 response measures and dealer stocks are depleted, staff will bring the purchase back to your Board if the price increases.

FISCAL/STAFFING IMPACT:

The total cost of the purchase order for the Hyundai Kona EV SEL vehicle will not exceed \$44,649. The current quote is for \$41,304.60, and this amount may be adjusted to include protective floor mats.

This purchase will be a fleet expansion vehicle paid for with state funding. Amendment #2020-08 will add this project to the District's FY2019/20 budget. The project is funded 100 percent with revenue-based State Transit Assistance funds.

The District originally allocated these funds in 2019 to purchase expansion XHF buses for use on supplemental school and Stagecoach routes. The final cost of the XHFs was below budget, and MTC has confirmed that State Transit Assistance funding is available to complete this purchase.

The State Transit Assistance funds will be offset by a total of \$10,000 in rebates comprised of the CVRP rebate (\$2,000) matched by TAM Measure B funds (\$2,000) and the MCE infrastructure rebate (\$3,000) also matched by TAM Measure B funds (\$3,000).

Respectfully submitted,

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

Anna Penoyar
Senior Capital Analyst

Attachments: A. Vehicle Description

ATTACHMENT A: REPRESENTATIVE SAMPLE VEHICLE



VEHICLE SPECIFICATIONS

- 201 hp Electric Motor
- 64 kWh Lithium-ion Polymer Battery
- 150 kW electric powertrain
- Portable charge cable (120 V/240V) : Plug into 240-V wall outlet – no charging box required
- e-Pedal
- 17" x 7" Aluminum-alloy wheels
- Air bag system
- 1-Speed Automatic Transmission
- Exterior Chalk White Paint Type
- Interior Cloth –Black
- WHEELBASE: 102.4 in
- LENGTH: 164.6 in
- WIDTH: 70.9 in HEIGHT: 61.2 in
- CARGO VOLUME: 19.0 cu ft.
- CURB WEIGHT: 3,836 lbs



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marintransit.org

May 4, 2020

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

SUBJECT: Purchase Agreement with Creative Bus Sales, Inc. for nine Shuttle Vehicle Replacements not to exceed \$1,350,000 and fifteen Paratransit Vehicle Replacements not to exceed \$1,471,000

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

Dear Board Members:

RECOMMENDATION: 1. Authorize the purchase of nine Class C El Dorado Aerotech vehicles for an amount not to exceed \$1,160,000 and the purchase of fifteen Class A/B StarCraft vehicles for an amount not to exceed \$1,471,000; and 2. Ratify agreement made by the General Manager with Creative Bus Sales, Inc. to complete the purchase.

SUMMARY:

Staff recommends that your Board ratify the agreement made by the General Manager with Creative Bus Sales to purchase nine replacement shuttle vehicles and 15 replacement paratransit vehicles that are now beyond their useful lives. Attachment A provides vehicle descriptions.

The District procured these vehicles through a cooperative vehicle purchasing agreement developed by the Morongo Basin Transit Authority (MBTA) and CalACT. The purchasing agreement enables transit agencies to purchase vehicles from different vendors and manufacturers while avoiding the administrative burden of issuing a bid package. This arrangement reduces costs and the time required to purchase smaller quantities of vehicles while still complying with federal statutes and regulations applicable to all third-party contracts.

Staff initiated price negotiations with Creative Bus Sales in early March and planned to bring this item to your Board for approval at the May 4 meeting. In late March, staff learned that the prices under the CalACT purchasing contract would increase by ten percent on April 28. Your April meeting was cancelled due to the COVID-19 pandemic.

Staff also learned that the District would miss an opportunity to secure the preferred 2019 model Ford chassis for the vehicles after

the April 28 deadline. There were several advantages to purchasing the vehicles with a 2019 chassis. The 2019 chassis is approximately \$4,000 cheaper per vehicle. Marin Transit's contract operators have found the 2019 chassis to be reliable and durable. The 2020 model has not been fully tested and is not currently available. A ten percent price increase would have approximately cost the District an additional \$231,500.

General Manager Nancy Whelan consulted with the Board President to request initial authorization to purchase the vehicles with a 2019 chassis. Under the emergency declaration, the General Manager may use additional procurement authority to enter into a purchase agreement with Creative Bus Sales. A copy of the letter to CalACT requesting the vehicle purchase is shown in Attachment B. There is a cancellation clause in the purchase agreement which allows Marin Transit to terminate the contract for convenience at any time prior to commencement of the manufacturing process.

The new paratransit vehicles will replace vehicles that are beyond their five-year useful life and the new shuttle vehicles will replace vehicles that are now beyond their seven-year useful life. Both models are comparable to the current fleet vehicles they will replace in terms of size and capacity and were selected from the list of pre-approved vehicles covered by the cooperative agreement. The vehicles will be decaled and equipped with a farebox, security cameras and other equipment consistent with the current shuttle fleet.

Creative Bus Sales quoted a November 2020 delivery date for both the shuttle vehicles and paratransit vehicles, which is the maximum allowable time frame for vehicle delivery under the Creative Bus Sales contract. Under normal circumstances, paratransit vehicles are delivered within three months and shuttle vehicles within six months. The maximum timeframe has been reserved due to current manufacturing plant closures and general uncertainty surrounding COVID-19 impacts. Creative Bus sales has indicated actual delivery dates may be sooner than quoted.

Marin Transit is transitioning to a zero-emission bus fleet in accordance with the District's Zero Emission Fleet Replacement Plan in the 2020 Short Range Transit Plan. The plan did not include zero-emission vehicles for these replacements as there were no comparable Altoona-tested cutaway vehicles at the time of plan adoption. To be eligible for federal funding, all transit vehicles must be Altoona-tested. Staff reviewed all available zero-emission options before placing the order. No zero-emission vehicles appropriate for these replacements are eligible for federal funding.

16 Paratransit vehicles are eligible for replacement this year. Staff is deferring the replacement of one vehicle to provide additional time to determine whether a suitable zero-emission paratransit vehicle is available. The District would purchase a zero-emission vehicle as a pilot project with local or state funds. Staff will return to your Board with a recommendation at a future date.

FISCAL/STAFFING IMPACT:

The total cost of the nine shuttle vehicle replacements will not exceed \$1,160,000. The Creative Bus Sales purchase order for these vehicles will not exceed \$965,000. The remaining budgeted cost is for staff time and to install vehicle equipment such as security cameras, fareboxes, and Clipper. This project is included in the FY2019/20 Budget as SC – Nine shuttle vehicle replacements and will be paid for 82 percent from federal 5307 funds with the remaining 18 percent from Measure A/AA capital funds.

The total cost of the 15 paratransit vehicle replacements will not exceed \$1,471,000, and the purchase order with Creative Bus Sales will not exceed \$1,350,000. The remaining budgeted cost is for staff time and installing onboard equipment. This purchase is included in the FY19/20 Budget as PC – 16 Paratransit vehicle replacements. As mentioned above, Marin Transit is deferring one vehicle replacement in anticipation of purchasing a battery electric vehicle. This paratransit purchase will be paid for 82 percent from federal 5307 funds and 18 percent Measure A/AA Capital funds.

Sincerely,

A handwritten signature in cursive script that reads "Keith Green".

Keith Green
Capital Analyst

Attachment A: Vehicle Description
Attachment B: Purchase Agreement

9 - El Dorado National Aerotech 240 Bus



Vehicle Facts

- Useful Life:** 7 years
- Engine:** Ford E450
- Passenger Seating:** Freedman (20 seats)
- Fareboxes:** GFI 36" High Odyssey
- Clipper Regional Fare System Reader:** One mounting location
- AVL:** Syncromatics with Voice Anunciator
- Destination Sign:** Hanover 100% Amber LED
- Wheelchair Ramp:** Braun Century w/ Safety Belt
- Wheelchair Postions:** 2
- Bicycle Rack:** Sportworks, 2 position

Project Timeline

- April 2020: Receive CalACT Letter of Assignment, place order
- May 4, 2020: Board Approval
- **November 2020:** Estimated Vehicle Delivery (accommodations might be necessary with COVID-19 situation)



15 - Starcraft - Ford F350/F450 Cutaways



Vehicle Facts

- Useful Life:** 5 years
- Engine:** Gasoline
- Passenger Seating:** Freedman, Vinyl (12 seats)
- Wheelchair Postions:** 3
- Wheelchair Lift:** Braun NCL 1000
- Surveillance Cameras:** Seon Explorer TX6, (2) Color Cameras
- Farebox:** Diamond, non-validating

Project Timeline

- April 2020: Receive CalACT Letter of Assignment, place order
- May 4, 2020: Board Approval
- **November 2020:** Estimated Vehicle Delivery (accommodations might be necessary with COVID-19 situation)





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san rafael, ca 94901

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fax: 415.226.0856
marintransit.org

April 20, 2020

Jacklyn Montgomery
Executive Director
Cal-ACT
4632 Duckhorn Drive
Sacramento, CA 95834

SUBJECT: Approval of Purchase Agreement with Creative Bus Sales, Inc. for Nine Shuttle Vehicle Replacements and 15 Paratransit Vehicle Replacements

board of directors

Dear Ms. Montgomery:

dennis rodoni
president
supervisor district 4

Marin County Transit District approves the purchase of 9 Class C EI Dorado Aerotechs, 11 Class A Starcraft Starlites, and 4 Class B Starcraft Allstars as described in the attached quotes from Creative Bus Sales, Inc.

kate colin
vice president
city of san rafael

Under Marin Transit's procurement policy, this purchase would normally be taken to the Board of Directors for approval. However, due to the cancelation of April's Board meeting, and delays in staff's ability to process this purchase due to response to the COVID-19 pandemic, staff was unable to get full Board approval prior to the price increases which take effect on April 28, 2020.

judy arnold
2nd vice president
supervisor district 5

In lieu of full board approval, this letter serves as approval for the purchase as outlined in the attached quotes. The purchase orders with Creative Bus Sales will not exceed \$2,312,821, and this approval will be ratified by the full board at our regularly scheduled board meeting on May 4, 2020.

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

Thank you for your time and attention.

katie rice
director
supervisor district 2

Sincerely,

Nancy Whelan
General Manager

Dennis Rodoni
President

kathrin sears
director
supervisor district 3

- Attachments: A. Quote for 9 EI Dorado Aerotech Class C
 B. Quote for 11 Starcraft Class A
 C. Quote for 4 Starcraft Class B



Creative Bus Sales

13501 Benson Avenue · Chino, CA 91710 800.326.2877



Creative Bus Sales
The Nation's Largest Bus Dealer
(888) 633-8380

CA/ACT RFP #15-03 - Class C Ford (E450) - Quote Sheet (Rev 6-22-16)

Vehicle Type:	Class C - Ford (E450)	Ford GPC #:	KS258	
Contact:	Keith Green	Type of Lift:	<input checked="" type="checkbox"/> Braun <input type="checkbox"/> Ricon	
Agency:	Marin Transit	Lift Location:	<input type="checkbox"/> Front <input checked="" type="checkbox"/> Rear	
Address:	711 Grand Avenue	Seat Material D-90:	<input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Cloth	
City, State, Zip:	San Rafael, CA 94901	Seat Color:	Gray	
Phone:	415-226-0870	Reflective Stripes:	<input type="checkbox"/> Yes (2) 5" <input type="checkbox"/> No	
Fax:		Stripe Color:		
E-Mail:	kgreen@marintransit.org	Salesperson:	Dan Williams	
Quantity:		Price	Ext. Price	ADA
1	EIDorado - Aerotech - Class C - (Ford E450)	\$75,683.73	\$75,683.73	\$9,500.00
Published Options				
2	Freedman Flip Seat - (Double)	\$1,068.90	\$2,137.80	\$2,137.80
1	Drivers Seat - Recaro SHS	\$522.57	\$522.57	
1	Mor/Ryde Suspension System	\$1,144.48	\$1,144.48	
2	Q'Straint 360 Tie Down System CREDIT EACH	-\$100.00	-\$200.00	
1	Q'Straint QRT 8100 A-1 Deluxe System	\$0.00	\$0.00	\$0.00
1	Intermotive Gateway Interface/Interlock	\$539.85	\$539.85	\$539.85
1	Braun - Century Lift - (Standard)	\$0.00	\$0.00	\$0.00
1	Help Bumper - REAR W/Hawkeye	\$0.00	\$0.00	
1	Sportworks Bike Rack - (Black 2 Bike)	\$2,033.08	\$2,033.08	
1	Dialight Exterior LED	\$728.80	\$728.80	
1	Dialight Interior LED	\$452.39	\$452.39	
1	REI PA System - (4 Interior / 1 Exterior Speaker)	\$600.31	\$600.31	\$600.31
Non-Published Options				
1	Hanover Electronic Signs - Large 12V/24V (Front / Side)	\$8,260.00	\$8,260.00	

1	4-Speakers Only	\$0.00	\$0.00	
1	Custom Graphics Per Marin Transit Design	\$5,489.00	\$5,489.00	
<p>The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options</p> <p>The Taxable Amount Includes the Mobility Rebate of \$1,000.00 For Ford Chassis</p>				
<p>San Rafael*</p>				
	Class C - Base Price		\$75,683.73	
	Published Options		\$7,959.28	
	Non-Published Options		\$13,749.00	
	Total		\$97,392.01	\$12,777.96
	Doc Prep Fee		\$80.00	
	Non-Taxable		\$12,777.96	
	Taxable Amount		\$86,055.93	
	Tax Total		\$7,745.03	9.0000%
	Sub-Total		\$105,217.04	
	CA/ACT Fee		\$1,460.88	
	DMV E-File Fee:		\$29.00	
	DMV Fee		\$0.00	<i>(Estimated)</i>
	Tire Fee		\$12.25	
	Local Delivery		\$361.88	166
	Total		\$107,081.05	<i>Insert Miles</i>
	Number of Units		9	
	Final Total		\$963,729.48	

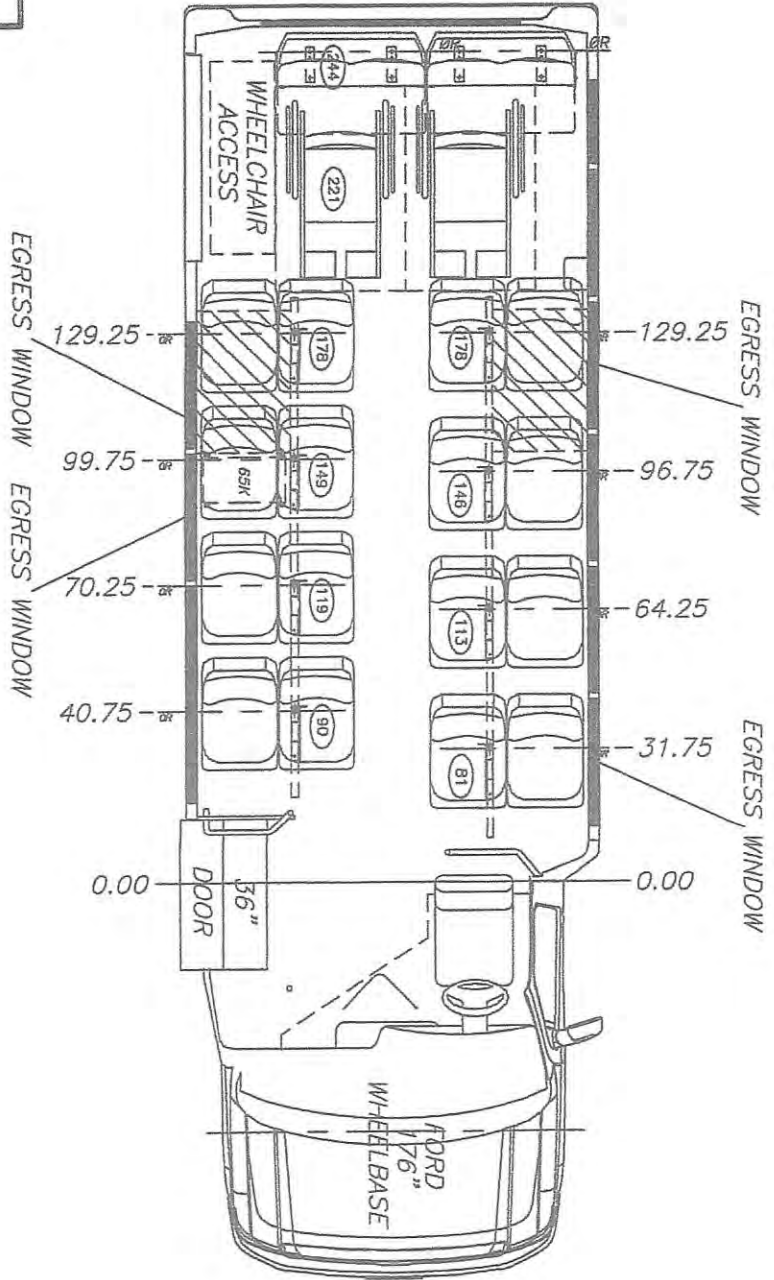
LEGEND

(95) = C/L FRONT AXLE TO PASS C.G.

Amib. Pass: 20/16

W/C Pass: 0/2

Max. capacity: 21



DEALER APPROVAL

APPROVED

X CUSTOMER SIGNATURE

DO NOT SCALE DRAWING

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REV. 02/16

DRAWING INFORMATION

DRAWN/MILLER	CKD:
DATE: 2/15/18	SIZE: A
SCALE: 1/42/	WGT:

TOLERANCE UNLESS SPECIFIED

SEAT SPACING ± .25 (SEAT SPACING NOT TO BE LESS THAN 28.5")

RESTRAINTS ± .25 (W/C POSITIONS NOT TO BE SMALLER THAN 30 X 48)

REV.	BY	DATE	RELEASE TO PRODUCTION DESCRIPTION
-	JPM	2/15/18	

UNIT NUMBER: ATF2499-1663

ELDORADO

REV GROUP

1655 WALL STREET
SALINA, KS. 67401

TITLE:
AEROTECH FORD 240
36" ENTRY DOOR / WC DOOR(REAR)



Creative Bus Sales

13501 Benson Avenue · Chino, CA 91710 800.326.2877

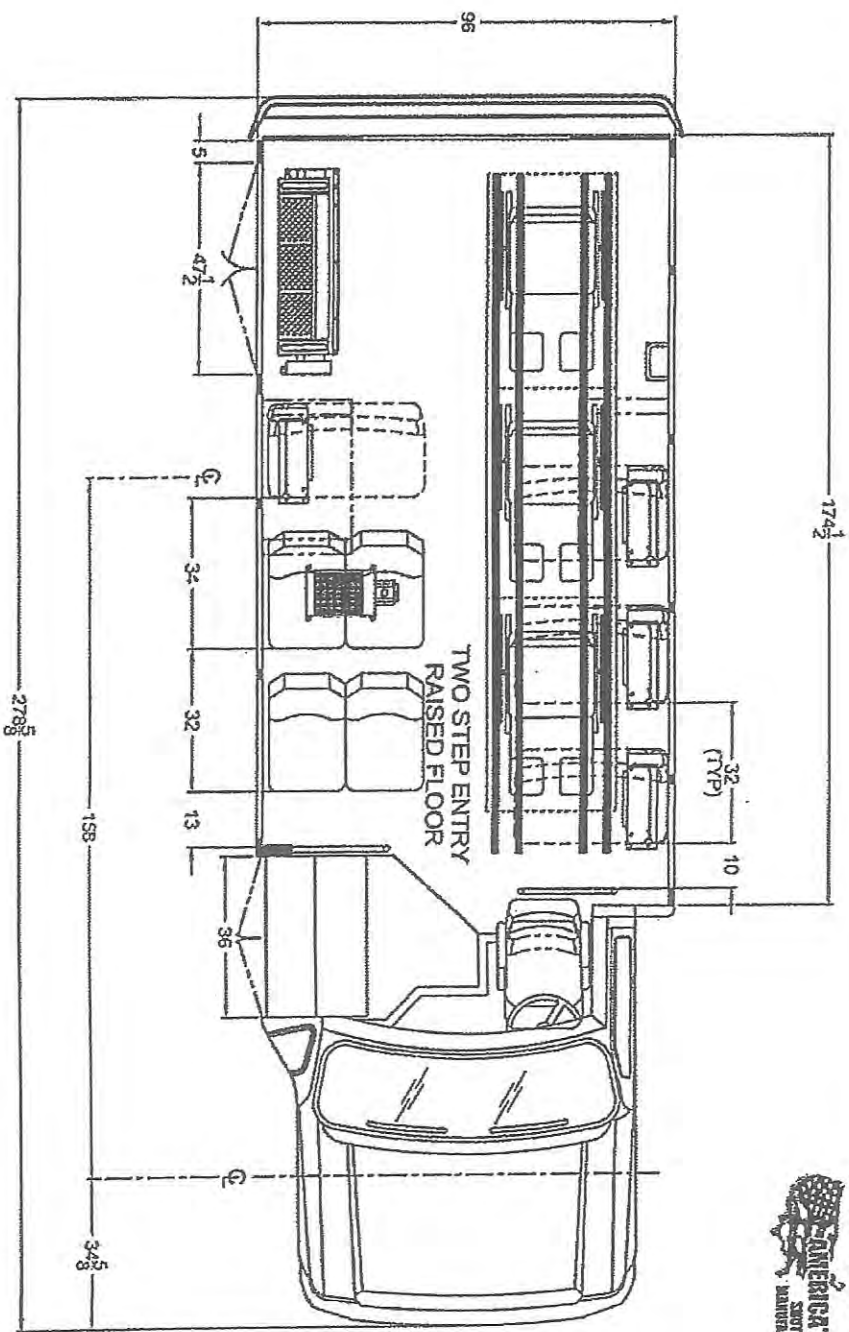


Creative Bus Sales
The Nation's Largest Bus Dealer
(888) 633-8380

CalACT RFP #15-03 - Class B - Quote Sheet (Rev 2019)

Vehicle Type:	Class B - Starcraft Bus (Allstar)	Ford GPC #:	KS258
Contact:	Keith Green	Type of Lift:	<input checked="" type="checkbox"/> Braun <input type="checkbox"/> Ricon
Agency:	Marin Transit	Lift Location:	<input type="checkbox"/> Front <input checked="" type="checkbox"/> Rear
Address:	711 Grand Avenue, Suite 100	Seat Material D-90:	<input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Cloth
City, State, Zip:	San Rafael, CA 94901	Seat Color:	Gray
Phone:	415-226-0870	Reflective Stripes:	<input type="checkbox"/> Yes (2) 5" <input type="checkbox"/> No
Fax:		Stripe Color:	NONE
E-Mail:	sgreen@marintransit.org	Salesperson:	Dan Williams
Quantity:	Description	Price	Ext. Price ADA
1	Starcraft Bus - Class B - (Ford E450)	\$63,354.64	\$63,354.64 \$9,800.00
Published Options			
8	<Credit> - Seat Delete - (Passenger Each)	-\$134.96	-\$1,079.68
1	Braun NCL 1000 - (1,000lb Capacity Lift)	\$1,074.30	\$1,074.30 \$1,074.30
1	Crossover Mirror	\$188.95	\$188.95
1	Dialight Exterior LED	\$728.80	\$728.80
1	Dialight Interior LED	\$452.39	\$452.39
1	Drivers Seat - (Reclino SHS)	\$0.00	\$0.00
4	Freedman Foldaway Seat - (Double)	\$1,133.69	\$4,534.76 \$4,534.76
1	Intermotive Gateway - (Interface/Interlock)	\$539.85	\$539.85 \$539.85
1	Locking Fuel Door	\$161.96	\$161.96
1	Mobility Aid Position - (Additional) - (w/tie-downs) (QRT 8100's)	\$793.58	\$793.58 \$793.58
1	Mor/Ryde Suspension System	\$1,025.72	\$1,025.72
2	Q'Straint QRT 360 Tie Down System CREDIT EACH	-\$100.00	-\$200.00
2	Q'Straint QRT 8100 Series Tie Down System	\$0.00	\$0.00
1	Raised Floor - (West Coast Style / 2 Step)	\$620.83	\$620.83 \$620.83

1	Removable Diamond Plate Floor Access Plate	\$107.97	\$107.97	
1	Roof Vent - (Transpec 1070)	\$534.45	\$534.45	
1	Telma Driveline Brake Retarder	\$9,069.48	\$9,069.48	
1	Velvac Power Mirrors - (Upgrade over Std)	\$53.99	\$53.99	
Non-Published Options				
60	Floortrack - "L" Track (Full Length or Wall Track) - Per Foot	\$27.00	\$1,620.00	\$1,620.00
1	4 - Speakers Interior 1 Speaker Exterior	\$225.00	\$225.00	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options</p> <p>The Taxable Amount includes the Mobility Rebate of \$1,000.00 For Ford Chassis</p> </div> <div style="width: 35%;"> <p>San Rafael</p> </div> </div>				
	Doc Prep Fee		\$85.00	
	Non-Taxable		\$9,183.32	
	Taxable Amount		\$76,067.23	
	Tax Total		\$6,846.05	9.000%
	Sub-Total		\$90,738.04	
	CalACT Fee		\$1,257.10	
	DMV E-File Fee:		\$30.00	
	DMV Fee		\$0.00	(Estimated)
	Tire Fee		\$12.25	
	Local Delivery		\$358.56	166
	Total		\$92,395.96	<i>Insert Miles</i>
	Number of Units	4		
	Final Total		\$369,583.82	



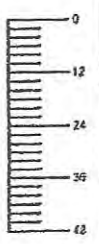
DEALER APPROVAL

CUSTOMER SIGNATURE

THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRRAFT BUS, A DIVISION OF FOREST RIVER, IT SHALL NOT BE COPIED OR REPRODUCED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES WITHOUT OUR WRITTEN CONSENT. THIS DOCUMENT IS NOT TO BE USED FOR ANY WORK UNDER CONTRACT WITH OR PROVIDED TO STARCRRAFT BUS, A DIVISION OF FOREST RIVER.

NOTE: SHOWN WITH MID HI FREEDMAN SEATS
 ALL STAR E-450 14,500 GVWR
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A COMPLETED ORDER WITH ALL OPTIONS SHOWN.
 OPTIONAL EQUIPMENT MAY BE SHOWN.
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

SCALE
 IN INCHES



TOLERANCE UNLESS OTHERWISE SPECIFIED
 WOOD ± 1/8" OTHER ± 1/16" DATE: 12/04/14 TITLE: 4.3 WC 158" WB 123 8CY
 NAME: TNS ZZ 2011 ALLSTAR

DESCRIPTION OF CHANGE	BY	CHK	DATE	ECH. NO.
	TNS		12/04/14	

STARCRRAFT BUS
 A DIVISION OF FOREST RIVER, INC.
 4.3 WC 158" WB 123 8CY
 ZZ 2011 ALLSTAR
 DWG. No. 4.3 WC 3 DBL FOLD 158 163-1 USA



Creative Bus Sales

13501 Benson Avenue · Chino, CA 91710 800.326.2877



Creative Bus Sales
The Nation's Largest Bus Dealer
(888) 633-8380

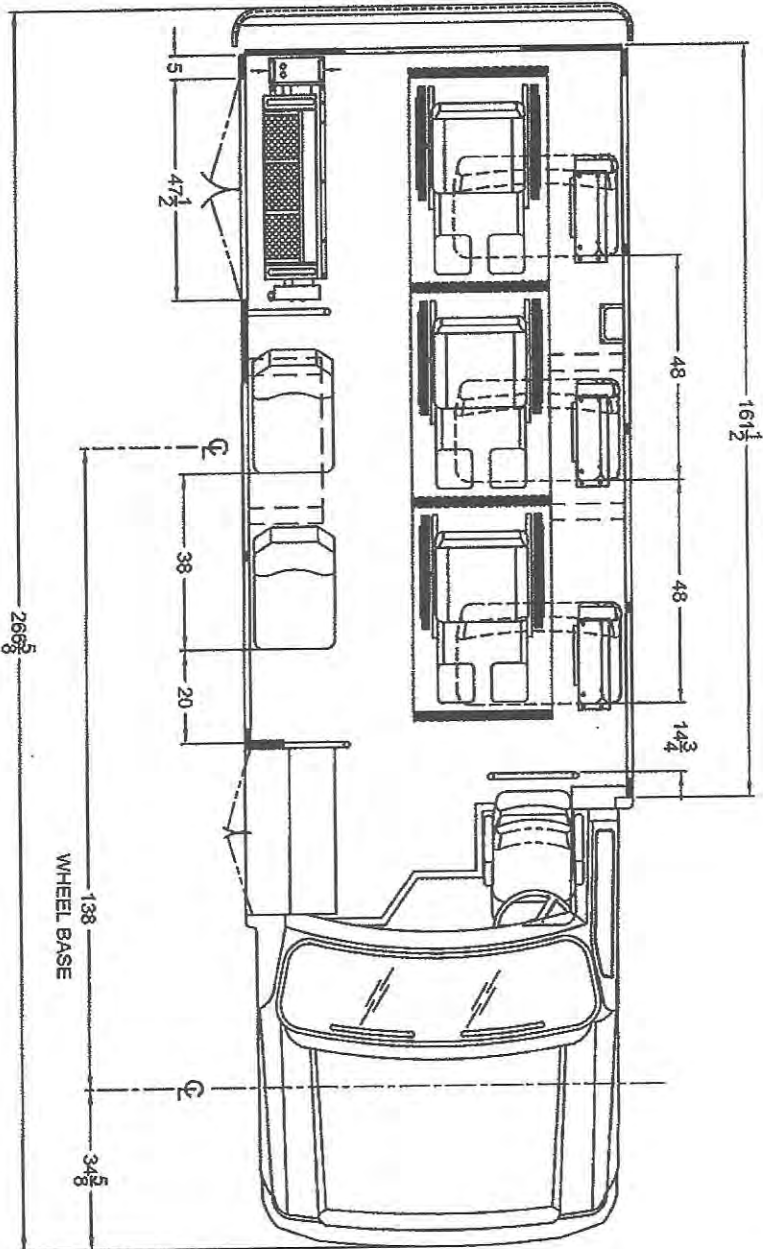
GALACT RFP #15-03 - Class A - Quote Sheet (Rev 2019)

Vehicle Type:	Class A - Starcraft Bus (Starlite)	Ford GPC #:	KS258
Contact:	Keith Green	Type of Lift:	<input checked="" type="checkbox"/> Braun <input type="checkbox"/> Ricon
Agency:	Marin Transit	Lift Location:	<input type="checkbox"/> Front <input checked="" type="checkbox"/> Rear
Address:	711 Grand Avenue, Suite 100	Seat Material D-90:	<input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Cloth
City, State, Zip:	San Rafael, CA 94901	Seat Color:	Gray
Phone:	415-226-0870	Reflective Stripes:	<input type="checkbox"/> Yes (2) 5" <input type="checkbox"/> No
Fax:		Stripe Color:	NONE
E-Mail:	kgreen@marintransit.org	Salesperson:	Dan Williams
Quantity:	Description	Price	Ext. Price ADA
1	Starcraft Bus - Class A - (Ford E350)	\$59,884.48	\$59,884.48 \$9,800.00
Published Options			
6	<Credit> - Seat Delete - (Passenger Each)	-\$134.96	-\$809.76
1	AC - Upgraded A/C System (Class A) - (75,000 BTU)	\$2,699.25	\$2,699.25
1	Braun NCL 1000 - (1,000lb Capacity Lift)	\$1,074.30	\$1,074.30 \$1,074.30
1	Crossover Mirror	\$188.95	\$188.95
1	Dialight Exterior LED	\$728.80	\$728.80
1	Dialight Interior LED	\$452.39	\$452.39
1	Drivers Seat - (Reclino SHS)	\$0.00	\$0.00
3	Freedman Foldaway Seat - (Double)	\$1,133.69	\$3,401.07 \$3,401.07
1	Intermotive Gateway - (Interface/Interlock)	\$539.85	\$539.85
1	Locking Fuel Door	\$161.96	\$161.96
1	Mobility Aid Position - (Additional) - (w/Tie-downs) (QRT 8100's)	\$793.58	\$793.58 \$793.58
1	M/or/Ryde Suspension System	\$1,025.72	\$1,025.72
2	Q'Straint QRT 8100 Series Tie Down System	\$0.00	\$0.00
2	Q'Straint QRT 360 Series Tie Down System CREDIT EACH	-\$100.00	-\$200.00

1	Roof Vent - (Transpec 1070)		\$534.45	\$534.45	
1	Telma Driveline Brake Retarder		\$9,069.48	\$9,069.48	
1	Velvac Power Mirrors - (Upcharge over Std)		\$53.99	\$53.99	
Non-Published Options					
60	Floortrack - "1" Track (Full Length or Wall Track) - Per Foot		\$27.00	\$1,620.00	\$1,620.00
1	4 - Speakers Interior 1 Speaker Exterior		\$225.00	\$225.00	
Class A - Base Price					
				\$59,884.48	
				\$19,714.03	
				\$1,845.00	
Total				\$81,443.51	\$17,228.80
Doc Prep Fee				\$85.00	
Non-Taxable				\$17,228.80	
Taxable Amount				\$65,645.31	
Tax Total				\$5,908.08	9.000%
Sub-Total				\$87,436.59	
CALACT Fee				\$1,221.65	
DMV E-File Fee:				\$30.00	
DMV Fee				\$0.00	(Estimated)
Tire Fee				\$12.25	
Local Delivery				\$345.60	160
Total				\$89,046.09	<i>Insert Miles</i>
Number of Units				11	
Final Total				\$979,507.00	

Local Delivery Up To 100 Miles at No Charge

The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options
 The Taxable Amount includes the Mobility Rebate of \$1,000.00 For Ford Chassis
 San Rafael



DEALER APPROVAL

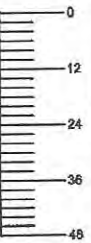
APPROVED

CUSTOMER SIGNATURE

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NOTE: SHOWN WITH MID HI FREEDMAN SEATS
 STARLITE E-350 11,500 GVWR
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 OPTIONAL EQUIPMENT MAY BE SHOWN.
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

SCALE
 IN INCHES



REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.	TOLERANCE UNLESS OTHERWISE SPECIFIED	DATE	NAME	TITLE
						WOOD ± 1/8"	10/03/14	TAS	219 WC 138" WB
						OTHER ± 1/16"			ZZ STARLITE
						± 1°			
						± 1/2"			

STARCRRAFT BUS
 a division of Forest River, Inc.



DATE: 10/03/14
 NAME: TAS
 DWG. No. 2 3 WC 3 DB FOLD 138 150-3 USA



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

May 4, 2020

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

SUBJECT: First Amendment to Agreement with The DOT Direct to print the Marin Access Newsletter and survey for an amount not to exceed \$10,000

board of directors

Dear Board Members:

dennis rodoni
president
supervisor district 4

RECOMMENDATION: Authorize General Manager to execute an amendment to the agreement with The DOT Direct to print the District's Marin Access Newsletter and Survey for a cost not to exceed \$10,000 annually through June 30, 2021.

kate colin
vice president
city of san rafael

SUMMARY: Staff requests that your Board authorize the General Manager to execute the first amendment to the contract to exercise the first option year through June 30, 2021. The District's contract with The DOT Direct to print the Marin Access newsletter expires on June 30, 2020.

judy arnold
2nd vice president
supervisor district 5

In December 2015, the District began to distribute the Marin Access newsletter and annual survey to riders, partner organizations, and stakeholders. The newsletter provides updates on Marin Transit services and other topics of interest to Marin Access riders. The District requests active riders to fill out a survey to evaluate rider demographics, satisfaction, preferences, and behavior and make comparisons from year to year.

damon connolly
director
supervisor district 1

Marin Transit distributes the Marin Access newsletter as a Spring/Summer edition in June and a Fall/Winter edition in December. The Fall/Winter edition includes a printed envelope with a personalized Marin Access Rider Survey with identification code. The materials are printed in English and Spanish.

eric lucan
director
city of novato

katie rice
director
supervisor district 2

FISCAL/STAFFING IMPACT: The total annual cost of the agreement will not exceed \$10,000 and will be funded from the local marketing budget. The cost of this first option year is anticipated in the draft FY20/21 budget.

kathrin sears
director
supervisor district 3

Respectfully submitted,

A handwritten signature in black ink that reads "Joanna Huitt". The signature is written in a cursive, flowing style.

Joanna Huitt
Mobility Planner

Attachment: 192058 DOT Direct First Amendment

Contract number 192058

FIRST AMENDMENT TO AGREEMENT

**BY AND BETWEEN THE
MARIN COUNTY TRANSIT DISTRICT AND DOT DIRECT DATED APRIL 17, 2017**

THIS AMENDMENT is made and entered into this **1st day of July 2020** by and between the MARIN COUNTY TRANSIT DISTRICT, (hereinafter referred to as "Marin Transit" or "District") and DOT Direct (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the District and the Contractor entered into an agreement for the printing of the Marin Access newsletters (# 161751) dated April 17, 2017; and

WHEREAS, the parties wish to extend the agreement for an additional year and extend the term of the agreement to June 30, 2021 as allowed under Section 5 of the agreement;

NOW, THEREFORE, the parties hereby agree to the following amendments as set forth below:

AGREEMENT

- 1) Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
- 2) Scope of Work Print Specifications of the Agreement with the Contractor is amended to read as follows:

Newsletter:

Trim size: 11" x 17" (flat)
Folded in half to 8.5" x 11"
4/4 color process
Full bleed
80# gloss text

Individual Newsletter only:

Folded again to 8.5" x 5.5", apply wafer seal
Survey:
Trim size: 11" x 17" (flat)
Folded in half to 8.5" x 11"
1/1 (black)
Full bleed
80# uncoated text

Envelope:

9" x 12" white booklet envelope
4/0 color process

3) Updated Certificate of Insurance(s) attached hereto

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

CONTRACTOR:

MARIN COUNTY TRANSIT DISTRICT:

By _____



APPROVED AS TO FORM:

County Counsel



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

May 4, 2020

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

SUBJECT: Third Amendment to Agreement with Whistlestop for Operation of the Marin Access Travel Navigator Program for an amount not to exceed \$329,555

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATION: Authorize General Manager to execute an amendment to the contract with Whistlestop to exercise the third option year on a month to month basis for operation of the Marin Access Travel Navigator program through June 30, 2021.

SUMMARY: Staff requests that your Board authorize the General Manager to execute the third amendment to the contract to exercise the third option year on a month to month basis through June 30, 2021.

The Travel Navigator Program provides Marin Access information, trip planning, referrals, and outreach; Travel Navigator staff assess eligibility for all Marin Access programs including ADA Paratransit, Volunteer Driver, Catch-A-Ride, and the Low Income Fare Assistance program. On May 6, 2019, your Board approved an amendment to the contract with Whistlestop for operation of the Marin Access Travel Navigator program to exercise the second option year.

FISCAL/STAFFING IMPACT: Whistlestop’s original proposal included pricing for the contract option years. This third amendment provides a fixed cost of \$329,555, or \$27,463 per month, and includes staffing and associated expenses. This amount is three percent higher than the current year fixed cost. The draft FY2020/21 budget anticipates the cost of the third option year based on this third amendment. Additional direct contract costs include postage and materials for mailings and volunteer mileage reimbursements.

The District assigns contract costs associated with certifying paratransit eligibility to the Local and Regional Paratransit budget. Under its paratransit agreement with Marin Transit, Golden Gate Bridge Highway and Transportation District (GGBHTD) pays a share of Local Paratransit costs and all certification costs related to provision of Regional Paratransit. Measure B vehicle license fee funds cover local mobility management costs and GGBHTD reimburses the District for costs associated with these services.

Respectfully submitted,

A handwritten signature in black ink that reads "Joanna Huitt". The signature is written in a cursive, slightly slanted style.

Joanna Huitt
Mobility Planner

Attachment: 192057 WSW Travel Navigator – Third Amendment

192057

**THIRD AMENDMENT TO AGREEMENT
 BY AND BETWEEN THE
 MARIN COUNTY TRANSIT DISTRICT AND WHISTLESTOP TRANSPORTATION DATED
 MAY 16, 2016**

THIS AMENDMENT is made and entered into this 4th day of May 2020 by and between the MARIN COUNTY TRANSIT DISTRICT, a political subdivision of the State of California (hereinafter referred to as "District") and Whistlestop Transportation (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the District and the Contractor entered into an agreement for operating the Marin Access Travel Navigator program (#151678) dated May 16, 2016 ("Agreement"); and

WHEREAS, the parties desire to extend the Agreement for one additional year as allowed under Exhibit B of the agreement; and

WHEREAS, the parties desire to increase the total maximum cost by \$329,555 to the District to reflect the additional year of operations;

NOW, THEREFORE, the parties agree to modify Section 4 and 5 as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement and any prior amendments to the agreement shall remain in full force and effect.
2. Updated Certificate of Insurance(s) attached hereto.
3. Section 4: Maximum Cost to District: is hereby amended to read as

follows:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$1,187,900.00 including direct non-salary expenses. Table 1 shows contract maximums by fiscal year.

Table 1: Contract Maximums by Fiscal Year

Fiscal Year	Contract Maximum
FY16/17*	\$ 280,806.00
FY17/18*	\$ 289,230.00
FY18/19*	\$ 297,907.00

FY19/20*	\$ 319,957.00
FY20/21*	\$ 329,555.00

*Contingent on budget approval and funding availability.

4. Section 5 is amended to read as follows:

This Agreement shall commence on July 1, 2020 on a month to month basis and shall terminate on June 30, 2021. The agreement Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services. It is expressly agreed that extension of this agreement beyond fiscal year 2020/21 is contingent upon the District approving the required funding during its annual budget process. The District may award up to one additional option year at the price stated in Exhibit "B".

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

CONTRACTOR:

MARIN COUNTY TRANSIT DISTRICT:

By _____

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

County Counsel



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

May 4, 2020

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

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

board of directors

Dear Board Members:

dennis rodoni
president
supervisor district 4

RECOMMENDATION: Authorize General Manager to enter into a two-year agreement with SRECTrade for Transaction and Management Services for Credits under the California Low Carbon Fuel Standard.

kate colin
vice president
city of san rafael

SUMMARY:

At your March meeting, staff presented information about Marin Transit's opportunity to generate and sell credits the California Low Carbon Fuel Standard (CA LCFS). Marin Transit is eligible for this program as the District operates two battery electric buses. The March staff report included a potential agreement with SRECTrade to provide transaction management services for the District's credits.

judy arnold
2nd vice president
supervisor district 5

The California Air Resources Board (CARB) approved the CA LCFS program in 2009 to reduce greenhouse gas (GHG) emissions in California's transportation sector. Under this program, each metric ton of CO₂ reduced generates one LCFS credit.

damon connolly
director
supervisor district 1

Marin Transit's two battery electric buses can generate credits under this program. The District must register them with CARB and meet regular reporting requirements. Once credits are generated, the District will market and sell them to credit buyers (oil refiners/importers) to generate revenue. Large transit agencies such as LA Metro and SFMTA participate in the program through generating and selling LCFS credits to offset the higher operating costs of zero emission and alternative fuel vehicles.

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

SRECTrade has strong existing relationships with CARB, an easy to use platform, and a marketplace to manage the District's small amount of credits efficiently. SRECTrade also has a documented zero-carbon intensity electricity pathway with CARB that will allow the District to generate about 21 percent more LCFS credits per kilowatt hour. This is accomplished by purchasing Renewable Energy Credits (RECs) at a cost of about \$15 per REC and pairing them with generated LCFS

credits. As the District adds more clean fuel generation units (vehicles or solar), SRECTrade will add them to the District’s credit generators.

Under this agreement, SRECTrade will assume the program’s administrative burden on behalf of Marin Transit. They will register the District’s credit-generating assets with CARB, meet the reporting requirements, purchase RECs to pair with the generated LCFS credits, and manage the sale of credits. If approved by your Board, this agreement will be in place for two years when the District will determine whether to continue or evaluate other options. Marin Transit’s legal counsel has reviewed and approved this agreement.

FISCAL/STAFFING IMPACT:

Based on staff estimates, the District’s two electric vehicles may each generate 50-70 credits annually. Using the current value for a credit at \$210, the District’s participation in the program may generate about \$20,000-\$29,400 per year.

Marin Transit will pay SRECTrade fees based on a percentage of revenue generated by credits according to the following scale:

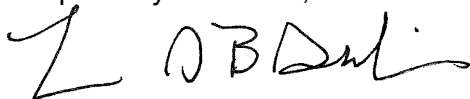
Zero to 1,000 Credits	20%
1,001 - 5,000 Credits	12.5%
5,001 – 20,000 Credits	7.5%
20,001+ Credits	5.0%

For the initial two electric vehicles, staff anticipate the fees will be about \$5,000 per year and will result in about \$20,000 in net revenue for the District. See Table 1, below.

Table 1: Annual Estimated Revenues and Fees by Annual Credits

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

Respectfully submitted,



Lauren Gradia
 Director of Finance and Capital Projects

Attachment: Agreement with SREC Trade

February 13, 2020

STRICTLY CONFIDENTIAL

Ms. Anna Penoyer
Marin County Transit District
711 Grand Avenue, Suite 110
San Rafael, CA 94901

Dear Ms. Penoyer,

This Management Services Engagement Letter (hereinafter “Agreement”) confirms the understanding between Marin County Transit District, (together with its affiliates, collectively, the “Company” or “you”) and SRECTrade, Inc., a Delaware corporation (hereinafter, “SRECTrade” or “we”; each a “Party” and collectively the “Parties”) with regard to the engagement of SRECTrade to provide certain California Low Carbon Fuel Standard (“CA LCFS”), or other similar incentive markets that become available, credit (the “Credits”) transaction and management services (“Services”) to the Company, as defined by this Agreement. SRECTrade and the Company will cooperate to enable SRECTrade to provide the Services described herein. The Company understands and agrees that there is no guarantee of successful creation, transaction, or monetization of the Credits.

1. SRECTrade’s Services

For purposes of this Agreement, SRECTrade’s Services will consist of the following:

(a) Fuel Supply Equipment (“FSE”) and Fleet Registration

- (i) Register and provide administrative services associated with the registration of the Company’s fleet of clean fuel vehicles with the California Air Resources Board, or other relevant regulatory body (“Regulator”).

(b) Manage and Maintain Reporting Requirements:

- (i) Provide management and maintenance services for all reporting requirements deemed mandatory or recommended by the California Air Resources Board.
- (ii) SRECTrade and the Company will work together to collect usage and fuel transaction data.
- (iii) SRECTrade will report consumption data to the CA LCFS registry on behalf of the Company’s clean fuel vehicle fleet and act as the administrative agent between the CA LCFS registry and the Company.

(c) Marketing, Sale, and Payment of Credits:

- (i) Once Credits are issued and made available for sale, SRECTrade will facilitate all marketing and sales of the Credits. Transactions will be executed at the discretion of SRECTrade based on current market conditions at the time of transaction execution. By agreeing to this term, the Company gives SRECTrade permission to sell its Credits at SRECTrade’s sole discretion.
- (ii) Following transaction execution, the Company will be notified of a successful transaction by the delivery of a transaction confirmation (the “Confirmation”). The Confirmation will include the details of the transaction, including the volume transacted, price, and payment and delivery terms. SRECTrade may also include additional transaction details in the Confirmation as applicable to the relevant transaction.
- (iii) SRECTrade will facilitate all settlement, delivery and payment for all Credit transactions.

(d) Purchase of Renewable Energy Credits and Other Information Required or Requested:

- (i) SRECTrade may be able to purchase Renewable Energy Credits (RECs) on behalf of Company to help lower the Carbon Intensity (CI) of the Company’s fuel. The purpose of this transaction would be to allow the Company to produce a larger volume of Credits. By agreeing to this term, the Company gives SRECTrade permission to facilitate the purchase of RECs on

its behalf. The purchase price of these RECs will be based on what is readily available in the market place and be executed at SRECTrade's sole discretion. SRECTrade will only facilitate these transactions if the purchase price of RECs is less than the benefit derived in the production of additional Credits. All costs to purchase RECs to help facilitate the production of more Credits will be netted from the transaction proceeds due to Company. In no event will the purchase of RECs on Company's behalf result in a lower volume of Credits.

- (ii) Should SRECTrade need any other information that is not outlined or anticipated herein, the Company will work with SRECTrade in a timely manner to help fulfill the request in order to enable SRECTrade to provide the Services contemplated herein.

2. Professional Fees

For purposes of this Agreement, "Professional Fees" are fixed-charge fees for professional services rendered by SRECTrade, as such Services are detailed in Section 1 hereof. Professional Fees will be assessed as follows:

(a) Over the Counter (OTC) Spot, Forward or Pre-Pay Contract CA LCFS Credit Sales:

- (i) **Standard Fee.** As of the date of this Agreement, Credit transactions will be assessed a percentage of notional transaction value fee.
 - a. The fee structure will follow a tiered schedule based on cumulative Credits produced and transacted as follows:
 - i. 0 – 1,000 Credits: 20.0%
 - 1,001 – 5,000 Credits: 12.5%
 - 5,001 – 20,000 Credits: 7.5%
 - 20,001 + Credits: 5.0%
 - b. In addition to the Standard Fee, SRECTrade reserves the right to charge a separate per-Credit "**Minimum Service Fee**" of up to ten dollars (\$10.00). Such Minimum Service Fee will only be levied if the Standard Fee for a given transaction equates to less than \$10.00/Credit. In such case, SRECTrade shall charge its Standard Fee, and then subtract such total Standard Fee from \$10.00. The net between the total Standard Fee and the \$10.00 amount will be the applicable Minimum Service Fee (such that the combined Standard Fee and Minimum Service Fee equals \$10.00). However, in no case will SRECTrade take a total Fee, including its Standard Fee and its Minimum Service Fee, in an amount greater than fifty percent (50%) of the total Credit sale price. That is, if the Credit sale price falls below twenty dollars (\$20.00), SRECTrade shall not take more than fifty percent (50%) of such value. For example, in the event of a sixteen-dollar (\$16.00) Credit sale price, SRECTrade shall only take a combined Standard Fee and Minimum Service Fee of eight dollars (\$8.00).
- (ii) SRECTrade may accept a fee from both parties to any transaction for the sale or purchase of CA LCFS credits. It is recognized and agreed to by the Parties that acceptance of a fee from both parties is an acceptable practice in the industry;
- (iii) All Spot market Fees will be netted from the proceeds of all Credit Sales.

3. Term and Termination; No Guarantee

This Agreement shall remain in full force and effect beginning with the date of execution of this Agreement and until it is terminated, cancelled, or otherwise voided. The initial term of this agreement will be for a period of two (2) years from the date of execution. SRECTrade will be the Company's sole service provider for the services contemplated herein during the term. After the initial two (2) year term, either Party may terminate this Agreement at any time by providing written notice of termination ("Notice of Termination") at least thirty (30) days prior to the date of termination. SRECTrade does not hereby guarantee that this engagement will result in a transaction or that a transaction will be consummated. In the event of termination of this letter agreement, SRECTrade shall be entitled to a Professional Fee if the Company consummates or enters into an agreement with counter parties (that is, any party of the second part; specifically, a buyer or seller) introduced by SRECTrade prior to the date falling six (6)

months after the date of termination hereof and such agreement subsequently results in the execution of an effective purchase and sale agreement. Additionally, prior to termination of this agreement, should the Company directly approach counter parties originally introduced by SRECTrade and consummate or enter into an agreement for a comparable transaction, SRECTrade shall be entitled to a Professional Fee. Any such fee shall be payable by Company to SRECTrade on the closing of the relevant transaction and under the terms set forth herein.

4. Confidentiality and Privacy Policy

With respect to the collection, storage, use and disclosure of the Company's confidential information and data, the Company consents and agrees to SRECTrade's Privacy Policy, as may be amended from time to time. The current Privacy Policy is available for reference at any time at <http://www.srectrade.com/privacy>.

5. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOST PROFITS, OR EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF THE DAMAGES WERE FORESEEABLE. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS ARISING OUT OF (A) ANY BREACH OF THE NDA; (B) GROSS NEGLIGENCE; (C) INTENTIONAL MISCONDUCT; OR (D) ANY CLAIM FOR ATTORNEYS' FEES AND OTHER LITIGATION COSTS EITHER PARTY BECOMES ENTITLED TO RECOVER.

6. ARBITRATION.

- (a) ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF (INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE) THAT CANNOT BE RESOLVED BY VOLUNTARY NEGOTIATION OR MEDIATION BETWEEN THE PARTIES SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION WITH ONE ARBITRATOR IN THE STATE OF CALIFORNIA. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES.
- (b) THE COSTS OF THE ARBITRATION SHALL BE SHARED EQUALLY BETWEEN THE PARTIES, EXCEPT THAT EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ATTORNEYS' FEES AND COSTS IN PREPARING AND PRESENTING ITS CASE. THE ARBITRATOR'S AWARD MAY BE CONFIRMED, ENTERED, AND ENFORCED AS A FINAL JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE THE PARTIES FROM SEEKING PROVISIONAL REMEDIES TO MAINTAIN THE STATUS QUO IN AND IN AID OF ARBITRATION FROM A COURT OF COMPETENT JURISDICTION.
- (c) THE ARBITRATOR'S AWARD SHALL BE ISSUED IN WRITING AND CONFINED TO A STATEMENT OF THE AMOUNT OF DAMAGES (IF ANY) AWARDED TO EITHER OR BOTH PARTIES ON THE CLAIMS AND COUNTERCLAIMS SUBMITTED TO THE ARBITRATOR.
- (d) THE PARTIES SHALL MAINTAIN THE CONFIDENTIAL NATURE OF THE ARBITRATION PROCEEDING AND THE AWARD, INCLUDING THE HEARING, EXCEPT AS MAY BE NECESSARY TO PREPARE FOR OR CONDUCT THE ARBITRATION HEARING ON THE MERITS, OR EXCEPT AS MAY BE NECESSARY IN CONNECTION WITH A COURT APPLICATION FOR A PRELIMINARY REMEDY, A JUDICIAL CHALLENGE TO AN AWARD OR ITS ENFORCEMENT, OR UNLESS OTHERWISE REQUIRED BY LAW OR JUDICIAL DECISION.

7. Representations and Warranties.

- (a) Each Party represents that the individual executing this Agreement on its behalf is duly authorized to bind such Party to this Agreement in accordance with its terms. Company further represents



and warrants to SRECTrade that, when entering into a transaction facilitated by SRECTrade on behalf of Company:

- (i) The product specified in the relevant purchase and sale agreement meets the Applicable Standard as specified by the CA LCFS pursuant to the California Global Warming Solutions Act of 2006 (Health & Safety Code [H&S], section 385000 et seq.), or other similar incentive markets that become available, and specifications set forth and defined in that purchase and sale agreement;
- (ii) The information provided to SRECTrade to register the FSE and report the ongoing fuel supply and/or consumption data with the corresponding Regulator is true, complete, and correct;
- (iii) Company has good and marketable title to the product specified in the relevant purchase and sale agreement;
- (iv) All right, title and interest in and to the product specified in the relevant purchase and sale agreement is free and clear of any liens, taxes, claims, security interests, or other encumbrances;
- (v) Neither Company nor any other party has made any claims associated with the product specified in the relevant purchase and sale agreement, and Company has not sold the Credits to any other person or entity; and that,
- (vi) The Credits sold in the relevant purchase and sale agreement will vest in that agreement's Buyer, and that Buyer will, pursuant to the terms of that purchase and sale agreement:
 - a. Have the exclusive rights to make all claims as to the Environmental Attributes associated with energy and/or avoided emissions associated with such Credits;
 - b. Have the right to report and register, as applicable, the exclusive ownership of the Environmental Attributes with any registry, system, agency, authority, or other party; and
 - c. Have full and rightful title to resell or otherwise transfer the Credits to any other party.

8. **Company Indemnity.** Company agrees to indemnify, hold harmless and defend SRECTrade and its directors, officers, employees and agents from and against all claims, actions, damages, losses, liability, penalties and expenses, including reasonable attorneys' fees and court costs, arising directly or indirectly from any enforcement action taken by the Regulator pursuant to Low Carbon Fuel Standard Regulation, Sections 95480, et seq. (Title 17, California Code of Regulations, Section 95480, et seq.). In particular, Carbon Fuel Standard Regulation, Section 95495 (Title 17, California Code of Regulations, Section 95495) provides the Regulator authority to suspend, restrict, modify or revoke any account; modify or delete a certified CI; restrict, suspend or invalidate Credits; or recalculate the deficits in an account. SRECTrade shall provide Company any notices it receives from the Regulator relating to any enforcement action against Company and shall cooperate with Company, at Company's expense, in responding to any such enforcement action; provided, however, Company's indemnity herein shall hold SRECTrade harmless from all damages it may incur, including but not limited to, damages it may incur to temporarily or permanently replace invalidated Credits, as well as any penalties imposed by the Regulator.

- 9. **Assignment.** Neither Party shall have the right to assign this Agreement without the prior written consent of the other Party, which consent must not be unreasonably withheld. Any assignment made in violation of this clause will be null and void.
- 10. **Legal & Tax Advice.** Company understands that SRECTrade is not qualified to give either legal advice or tax advice regarding prospective transactions or otherwise, and Company shall not rely on SRECTrade for advice on such matters.
- 11. **Choice of Laws.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without giving effect to the doctrine of conflict of laws.
- 12. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties, and there are no other prior agreements, representations or understandings, oral or otherwise, regarding the subject of this Agreement that are binding on either Party, except as



referenced in Section 4 hereof. Any Amendment to the Agreement must be made in writing signed by the Parties. Future amendments, if any, may be delivered as a “click-through” agreement.

13. **Non-waiver.** The failure or delay of either Party to exercise any of its rights hereunder for breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either Party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either Party shall be treated as an implied modification of the Agreement unless specifically agreed to in a signed writing by the Parties.
14. **Notice.** Any notice made under either Section 3 or Section 8 this Agreement shall be in writing and delivered by email, in person or by public or private courier service (including United States Postal Service Express Mail) or certified mail with return receipt requested. All such notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing.

SRECTrade, Inc.
 Attn: Legal
 201 California Street, Suite 630
 San Francisco, California 94111

Marin County Transit District
 Attn: Anna Penoyer
 711 Grand Avenue, Suite 110
 San Rafael, CA 94901

Any other notices made under this Agreement shall be delivered by the electronic mailing of a portable document format (“PDF”) file containing an executed copy of the notice, where applicable.

SRECTrade, Inc.
 Attn: Legal
 Email: legal@srectrade.com

Marin County Transit District
 Attn: Anna Penoyer
 apenoyar@marintransit.org

15. **Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or otherwise unenforceable, the remainder of the provisions herein shall continue to be valid and enforceable.
16. **Survival.** In addition to the rights and obligations specified by Sections 2 and 3 hereof, Sections 4 through 15 hereof shall survive termination, cancellation, or expiry of this Agreement.
17. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

If you are in agreement with the terms of this Agreement, please sign and return this Agreement. SRECTrade is prepared to begin this engagement immediately upon your acceptance of this Agreement.

Best Regards,



Steven Eisenberg
SRECTrade, Inc.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Management Services Engagement Letter Agreement to be signed where indicated below.

SRECTrade, Inc.

Marin County Transit District

By: _____

By: _____

Name: Steven Eisenberg

Name:

Title: CEO

Title:

Date:

Date:



**Designator Entity and Designee Entity Agreement:
Registration and Management Consent for Third Party Fuel Reporting Entities Acting on
Behalf of Designator Entity (Exhibit A)**

Name of Designator: Marin County Transit District (the "Company" or a "Party")
Designator FEIN: [FEIN]
Designator Address: 711 Grand Avenue, Suite 110, San Rafael, CA 94901
Designator Primary Contact: Anna Penoyer
Designator Phone Number: (415) 226-0867
Designator Email: apenoyar@marintransit.org

Name of Designee: SRECTrade, Inc. ("SRECTrade" or a "Party")
Designee FEIN: 27-4311512

Contract Expiration: Upon notification, by either Party, to the California Air Resources Board ("CARB"), this agreement shall be canceled. Designator may assume all responsibilities at the start of the subsequent calendar quarter reporting period, provided that such termination does not conflict with an existing agreement between Designator and Designee. In the event of a conflict, either Party may provide the existing agreement to CARB to determine the appropriate transfer or cancellation date.

Representations, Warranties and Attestation.

Company is the Owner who hold(s) legal title to the Fuel Supply Equipment ("FSE") registered with CARB and the environmental attributes, specifically the California Low Carbon Fuel Standard Credits (the "CA LCFS Credits" or "Credits"), associated with the FSE. Each Party represents that the individual executing this Agreement on its behalf is duly authorized to bind such Party to this Agreement in accordance with its terms. Company further represents and warrants that:

- Company has good and marketable title to the Credits;
- Neither Company nor any other party has made any claims associated with the Credits and Company has not previously claimed or sold the Credits to any other person or entity;
- Company releases its rights to report and claim the Credits associated with the California Low Carbon Fuel Standard;
- The Company designates SRECTrade to act on its behalf with regards to the registration, reporting, and claiming of CA LCFS Credits;
- Company attests that the information provided to SRECTrade to register the FSE and report the ongoing fuel supply and/or consumption data with CARB is complete and correct.

SRECTrade, Inc. (as "Designee")

Marin County Transit District (as "Designator")

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

May 4, 2020

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

SUBJECT: Amendment to the Marin County Transit District Service Credit Replacement Plan (“Plan”)

board of directors

Dear Board Members:

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATIONS:

1. Approve Amendment 1 to the Marin County Transit District Service Credit Replacement Plan, Attachment A, which permits participants to withdraw employee contributions and related interest and,
2. For Plan purposes only, designate one additional person as an “Eligible Employee”.

SUMMARY:

Plan Amendment Addressing Withdrawal of Employee Contributions

Amendment 1 permits the Plan to allow a participant to withdraw his/her employee contributions in the same amount as if they withdrew their total employee shares, employee direct contributions and the related interest earned thereon, from CalPERS. In December 2019 CalPERS advised us that they will refund the employee and employer contributions but no accrued interest on either portion. For participant withdrawal purposes only, under this amendment the Plan will essentially pay the employee’s interest portion from the transferred employer amount. This amendment makes this provision essentially the equivalent of CalPERS’s, except that when an employee withdraws from the Plan he/she may not be reinstated.

Designation of An Additional Eligible Employee

Mr. Gaffney was one of the six LGS employees providing service to Marin Transit until the LGS contract terminated. After leaving LGS, he withdrew his employee contributions and related interest from CalPERS. Subsequently, he became an employee of a CalPERS member agency and decided to redeposit his withdrawn contributions to CalPERS as is permitted by CalPERS. His redeposit application was submitted and in process when the CalPERS audit was issued. CalPERS suspended his processing

pending the resolution of the audit issues and it is still in suspension. To provide Mr. Gaffney the opportunity to redeposit those withdrawn contributions into the Plan, the Board must designate him as an “Eligible Employee”. This designation will give him essentially the same benefit he had under the LGS/CalPERS plan.

BACKGROUND:

From May 2010 through October 2013 Marin Transit contracted with LGS for six professional and administrative employees to serve the agency. Under this contract, LGS paid the salary and benefits and performed the Human Resources function for these employees. The employees were directly paid by LGS who also provided PERS retirement benefits and other traditional employee benefits. Marin Transit terminated its contract with LGS in 2013 and transitioned to a direct employment model for all staff with a defined contribution retirement plan. The defined contribution retirement program has significantly reduced costs and potential future financial liability for the agency.

In May 2017 PERS issued an audit of LGS finding that the LGS employees were “common law” employees of the LGS client agencies including Marin Transit. PERS notified Marin Transit and the six employees that their service credits earned while under LGS’ employment would be reversed.

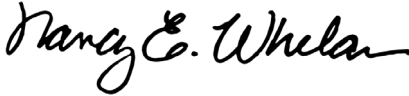
Marin Transit staff, consultants, and legal counsel assessed options to preserve the affected employees’ benefits. Your Board concurred that establishing a service credit replacement plan would best fit the goals and needs of Marin Transit. Staff presented the costs of such a plan and an actuarial study to your Board on February 4, 2019. On April 1, 2019 the Board adopted the MCTD Service Credit Replacement Plan (Attachment B) with the expectation that PERS would return all funds deposited by LGS, including interest, for the affected employees.

In December 2019 CalPERS advised us that they will refund the employee and employer contributions but no accrued interest on either portion. For participant withdrawal purposes only, under this amendment the Plan will essentially pay the employee’s interest portion from the transferred employer amount. If a Participant elects to withdraw from the Plan and take a refund, all benefits are forfeited and benefits may not be subsequently reinstated (Article I, Section 2.5).

Staff recommends that the Board take two actions: 1. Amend the Plan and, 2. Designate an additional person as an “Eligible Employee”. The Plan amendment will allow participants to withdraw his/her employee contributions in the same amount as if they withdrew their total employee shares, employee direct contributions and the related interest earned thereon, from CalPERS. The second action will add one eligible employee to the Plan who was impacted by the CalPERS audit and allow the employee to buy in to the Plan. Together, these two actions will achieve the Board’s goal to provide a Plan that will provide a defined benefit pension plan with essentially the identical retirement benefit that the impacted employees would have received through LGS.

FISCAL IMPACT: Approval of the recommended actions will have no financial impacts since the Plan is not yet funded. Initial estimates of Marin Transit’s cost to fund the Plan based on an actuarial valuation were presented to the Board in February 2019. When a final reallocation agreement is approved by CalPERS, Marin Transit, and LGS, and the actuarial valuation is updated, annual contributions to the Plan, if any are required, will be available.

Respectfully submitted,

Handwritten signature of Nancy E. Whelan in black ink.

Nancy Whelan
General Manager

Attachment A: Amendment 1 to the Marin County Transit District Service Credit
Replacement Plan

Attachment B: Marin County Transit District Service Credit Replacement Plan

Attachment A

**Marin County Transit District Service Credit Replacement Plan
Amendment 1**

Article V11 Definitions: Member Contributions is deleted in its entirety replaced by the following:

“Member Contributions” means with the following amounts, as applicable: (i) any amount contributed by a Participant to the Plan in order to purchase Benefit Service (as described in the above definition of Benefit Service), (ii) any member contributions made by a Participant to CalPERS that are either transferred or reallocated to this Plan directly from CalPERS plus the amount of interest that would have been available for the Participant to withdraw from CalPERS as of May 31, 2020, or contributed to the Plan by the Participant, and (iii) member contributions made by a Participant to a CalPERS Member, including interest thereon, and are transferred to this Plan directly from the CalPERS Member or contributed to the Plan by the Participant.

**ADOPTION OF AMENDMENT 1 TO MARIN TRANSIT DISTRICT SERVICE CREDIT
REPLACEMENT PLAN**

The Marin County Transit District hereby adopts this Amendment 1 to the Marin County Transit District Service Credit Replacement Plan, effective May 4, 2020, on the date below.

By: _____
Dennis Rodoni

Title: Marin Transit Board President

Date: May 4, 2020

Attachment B

**MARIN COUNTY TRANSIT DISTRICT
SERVICE CREDIT REPLACEMENT PLAN**

As Amended and Restated Effective _____

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INTRODUCTION

The Marin County Transit District (hereinafter referred to as the “Employer”) previously entered into an arrangement that provided benefits under a tax-qualified governmental defined benefit plan to certain leased employees for their service to the Employer. Effective _____, the Employer has adopted this Marin County Transit District Service Credit Replacement Plan, as an amendment and restatement of that arrangement, for the benefit of those leased employees.

It is intended that this Plan and the Trust established to hold the assets of the Plan be qualified under Section 401(a) and tax-exempt under Section 501(a) of the Internal Revenue Code of 1986, together with any amendments thereto (“Code”). It is further intended that this Plan and the Trust established hereunder meet the requirements of a pension trust under California Government Code Sections 53215–53224, or their successor sections (“Act”). Furthermore, this Plan is intended to satisfy the requirements of a “governmental plan” as defined in Section 414(d) of the Code and, as such, exempt from the nondiscrimination requirements and minimum coverage requirements of Section 401(a) of the Code. At any time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, the Trust assets may not be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries, as prescribed in Section 401(a)(2) of the Code.

Unless otherwise indicated, capitalized terms used in the Plan are defined in Article VII.

ARTICLE I
PARTICIPATION

1.1. Eligibility and Commencement of Participation

Each person who was a Participant as of the close of business on the day before the Effective Date will continue to be a Participant on the Effective Date. (Such continuing Participants are identified in Appendix 2.) Each other person will become a Participant on the later of the Effective Date or the date he or she first becomes an Eligible Employee. Only Eligible Employees may become Participants on and after the Effective Date.

1.2. Cessation of Participation

A Participant's participation in the Plan will cease upon distribution from the Plan of his or her entire interest in benefits under the Plan.

ARTICLE II
BENEFITS

2.1. Introduction

The Plan provides for two types of benefits, a Retirement Benefit under Section 2.2, and a pre-retirement death benefit under Section 2.3. Only Participants who are vested under Article III (and who meet other requirements specified in Section 2.2) are entitled to a Retirement Benefit. Upon a Participant's death before retirement, a Participant's Beneficiary will receive a pre-retirement death benefit regardless of vesting, but the amount and type of benefit differs depending on the Participant's eligibility to retire when he or she dies. Apart from the pre-retirement death benefit, no death benefits will be provided under the Plan.

2.2. Retirement Benefit

(a) A Participant is eligible to retire under the Plan and receive a Retirement Benefit if the Participant is not an Employee, is age 50 or older, and is vested under Article III.

(b) Upon his or her retirement under the Plan, a Participant will be entitled to receive an annual Retirement Benefit equal to the product of the following factors:

$$\text{Age Factor at retirement} \times \text{Benefit Service} \times \text{Final Pay}$$

(c) The Retirement Benefit is payable at the time described under Section 4.1 and in the form determined under Sections 4.2 or 4.3, as applicable.

2.3. Pre-Retirement Death Benefit

(a) If a Participant who is both vested under Article III and age 50 or older dies before retiring, the following death benefits will be provided:

(1) If the Participant's Beneficiary upon death is his or her surviving Spouse or Domestic Partner, then such surviving Spouse or Domestic Partner will be entitled to

receive a benefit from the Plan, commencing on the first day of the month after the Participant's death. Such benefit will be equal to the benefit that the surviving Spouse or Domestic Partner would have received if, on the date of death, the Participant had retired and elected under Section 4.3(a) to receive his or her Retirement Benefit in the form of a Joint and 100% Survivor Continuance with the surviving Spouse or Domestic Partner as Beneficiary. Upon the surviving Spouse's or Domestic Partner's death, the benefit will continue to the Participant's natural or adopted unmarried children under age 18, but only through the date the child reaches age 18.

(2) If the Participant's Beneficiary upon death is not his or her surviving Spouse or Domestic Partner (if any), the Beneficiary will be entitled to receive, as soon as administratively practicable after the Participant's death, a lump-sum payment from the Plan equal to the sum of (i) an amount equal to 1/12th of Final Pay for each month of Benefit Service completed by the Participant, up to six months, and (ii) a refund of the Participant's Member Contributions, determined in accordance with Section 2.5.

(b) If a Participant dies before becoming vested under Article III or before reaching age 50, then his or her Beneficiary will be entitled to receive, as soon as administratively practicable after the Participant's death, a lump-sum payment from the Plan equal to the sum of (i) an amount equal to 1/12th of Final Pay for each month of Benefit Service completed by the Participant, up to six months, and (ii) a refund of the Participant's Member Contributions, determined in accordance with Section 2.5.

2.4. Designation of Beneficiary

(a) Each Participant has the right to designate a Beneficiary to receive the pre-retirement death benefit or, if upon retirement the Participant selects an optional form of payment

under Section 4.3, the applicable survivor continuance. Such designation does not permit the Participant to change a person identified under another provision of the Plan as being eligible to receive a benefit. Such designation must be evidenced by a written instrument filed with the Plan Administrator, on a form prescribed by the Plan Administrator, and signed by the Participant.

(b) Upon a Participant's death, the Beneficiary will be the Participant's surviving Spouse or Domestic Partner, unless the Participant has designated another person as Beneficiary and either (i) that Spouse or Domestic Partner has provided written consent upon a form acceptable to the Employer to the Participant's designation of a different Beneficiary, or (ii) the Spouse's or Domestic Partner's consent is not required due to any of the reasons described in Section 2.4(c). Each such designation for death benefits must be evidenced by a written instrument filed with the Plan Administrator, at the time and in the manner prescribed by the Plan Administrator. If no such designation is on file with the Plan Administrator at the time of the death of the Participant, or if for any reason at the sole discretion of the Plan Administrator, such designation is defective, then the Spouse or Domestic Partner of such Participant will be conclusively deemed to be the Beneficiary.

(c) The signature of the Participant's Spouse or Domestic Partner is required on a designation of beneficiary form or an application for a benefit under the Plan if the Spouse or Domestic Partner is not the Beneficiary, unless the Participant declares in writing that one of the following conditions exists:

- (1) The Participant does not have a Spouse or Domestic Partner;
- (2) The Participant does not know, and has taken all reasonable steps to determine the whereabouts of the Spouse or Domestic Partner;

(3) The Spouse or Domestic Partner is incapable of executing the acknowledgment because of an incapacitating mental or physical condition;

(4) The Participant and Spouse or Domestic Partner have executed a settlement agreement that makes the community property laws inapplicable to the marriage or domestic partnership; or

(5) The current Spouse or Domestic Partner has no identifiable community property interest in the benefits.

2.5. Refund of Member Contributions

A Participant who is not an Employee and who has not retired may elect to receive a refund of his or her Member Contributions, plus interest. For this purpose, interest will be determined using the same interest rates that CalPERS uses to calculate refunds of member contributions to its individual members. Upon payment of such refund, the Participant will forfeit all benefits under the Plan accrued through the date of the refund. The benefits may not be subsequently reinstated.

ARTICLE III**VESTING**

A Participant is vested in his or her benefits under the Plan upon completing five years of Vesting Service.

ARTICLE IV
DISTRIBUTIONS

4.1. Timing of Retirement Benefit

To retire and begin receiving a Retirement Benefit, a Participant must follow the procedural requirements for retiring, as established by the Plan Administrator in its sole discretion. The retirement will be effective upon the Plan Administrator's approval of the Participant's retirement. Payment of the Participant's Retirement Benefit will begin on the first day of the month after the effective date of retirement. If for any reason the payment does not begin until a later date, the first payment will include all past benefit payments owed from the first day of the month following the effective date of retirement, without interest.

4.2. Normal Form of Benefit

Unless the Participant elects an optional form of benefit under Section 4.3, payments to a Participant of a Retirement Benefit will be made in the form of monthly payments in the amount determined in accordance with Section 2.2(b), commencing on the date specified in Section 4.1 and ending on the first day of the month in which the Participant's death occurs. This form of payment is the "Normal Form of Benefit."

4.3. Optional Forms of Benefit

In lieu of the Normal Form of Benefit, a Participant may elect to receive monthly payments in the form described under Section 4.3(a) or (b), commencing on the date specified in Section 4.1. If elected, such form of benefit payment will be equal to the Actuarial Equivalence of the Normal Form of Benefit.

- (a) **Joint and 100% Survivor Continuance**: Under this form of payment:

(1) The Participant receives a reduced monthly benefit, and if the Participant predeceases the Beneficiary, the Beneficiary will receive a monthly payment for the life of the Beneficiary equal to 100% of such reduced monthly benefit; provided, however, that if the Beneficiary is not the Spouse of the Participant, this form of payment shall be available only to the extent permitted pursuant to Section 4.5(b)(4)(A). The benefit shall terminate as of the first day following the Beneficiary's death.

(2) If the Beneficiary predeceases the Participant, the Participant's reduced monthly payment will not increase.

(3) A Participant's designation of a Beneficiary will become irrevocable upon the Participant's retirement if electing this form of payment.

(b) **Joint and 50% Survivor Continuance:** Under this form of payment:

(1) The Participant receives a reduced monthly benefit, and if the Participant predeceases the Beneficiary, the Beneficiary will receive a monthly payment for the life of the Beneficiary equal to 50% of such reduced monthly benefit; provided, however, that if the Beneficiary is not the Spouse of the Participant, this form of payment shall be available only to the extent permitted pursuant to Section 4.5(b)(4)(A). The benefit shall terminate as of the first day following the Beneficiary's death.

(2) If the Beneficiary predeceases the Participant, the Participant's reduced monthly payment will not increase.

(3) A Participant's designation of a Beneficiary shall become irrevocable upon the Participant's retirement if electing this form of payment.

4.4. Cost of Living Adjustment

The Retirement Benefit, whether paid in the normal form of distribution or one of the optional forms, will be subject to an annual compounding cost-of-living adjustment effective on each anniversary date of commencement of the Retirement Benefit. The amount of such cost of living adjustment will be 2% per year, but the payment for any year may not exceed the payment that would have resulted from the cumulative application since the date of benefit commencement (on an annually-compounded basis) of the lesser of (i) a 2% annual increase, or (ii) an annual increase equal to the increase in the Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics. If the application of the foregoing proviso causes the increase to the payment in any year to be less than 2%, then the increase to the payment in any subsequent year may be greater than 2%. Furthermore, in no circumstances will the amount of the payment be decreased.

4.5. Limitations

(a) In the case of a Participant who attains age 70-1/2, distribution of such Participant's entire interest must commence not later than the first day of April following the later of the calendar year in which such Participant attains age 70-1/2 or the calendar year in which the Participant retires (the "Required Beginning Date"). In all cases, distributions shall be made in at least the amounts determined in accordance with Section 401(a)(9) of the Code and the Regulations thereunder, as described in Section 4.5(b) below.

(b) With respect to required minimum distributions under this Section 4.5 for calendar years beginning after December 31, 2002, the following rules shall apply:

(1) All distributions required under this Section 4.5 shall be determined and made in accordance with the Treasury Regulations under Section 401(a)(9) of the Code.

The requirements of this Section 4.5 will take precedence over any inconsistent provisions of the Plan, provided that this Section 4.5 shall not be considered to allow a Participant or Beneficiary to delay a distribution or elect an optional form of benefit not otherwise provided in the Plan.

(2) Time and Manner of Distribution

(A) The Participant's entire interest will begin to be distributed to the Participant no later than the Participant's Required Beginning Date as defined in Section 4.5(a).

(B) If the Participant dies before distributions begin, then the Participant's entire interest will begin to be distributed no later than as follows:

(I) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.

(II) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(III) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire

interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(IV) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 4.5(b)(2)(B), other than Section 4.5(b)(2)(B)(I), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 4.5(b)(2)(B) and Section 4.5(b)(5), distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 4.5(b)(2)(B)(IV) applies, the date distributions are required to begin to the surviving Spouse under Section 4.5(b)(2)(B)(I)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 4.5(b)(2)(B)(I)), the date distributions are considered to begin is the date distributions actually commence.

(C) Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.3(b)(3), (4) and (5). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury Regulations.

(3) Determination of Amount to be Distributed Each Year

(A) If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(I) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(II) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Sections 4.3(b)(4) or (5);

(III) once payments have begun under a fixed-term payout under the Plan (if such a benefit is available), the fixed-term payout period will not be changed even if the period certain is shorter than the maximum permitted;

(IV) payments will either be non-increasing or increase only as follows:

(i) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(ii) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section 4.5(b)(4) dies or is no

longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code; or

(iii) to pay increased benefits that result from a Plan amendment.

(B) The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Sections 4.3(b)(2)(B)(I) or (II)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(C) Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(4) Requirements For Annuity Distributions That Commence During Participant's Lifetime

(A) If the Participant's interest is being distributed in the form of a benefit described in Section 4.3 for the joint lives of the Participant and a non-

Spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury Regulations. If the form of distribution combines a benefit described in Section 4.3 for the joint lives of the Participant and a non-Spouse Beneficiary and a fixed-term payout annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the fixed-term payout period.

(B) Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a fixed-term payout annuity, the fixed-term payout period for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations for the calendar year that contains the annuity starting date. If the benefit commencement date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the benefit commencement date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a fixed-term payout annuity, the fixed-term payout period may not exceed the longer of the Participant's applicable distribution period, as

determined under this Section 4.5(b)(4), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the benefit commencement date.

(5) Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin

(A) If the Participant dies before the date distribution of his or her interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Sections 4.3(b)(2)(B)(I) or (II), over the life of the designated Beneficiary or over a fixed-term payout period not exceeding:

(I) unless the benefit commencement date is before the first distribution calendar year, the life expectancy of the designated Beneficiary is determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(II) if the benefit commencement date is before the first distribution calendar year, the life expectancy of the designated Beneficiary is determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the benefit commencement date.

(B) If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this Section 4.5(b)(5) will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 4.5(b)(2)(B)(I).

(6) Definitions

(A) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 2.4 and is the designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.

(B) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 4.5(b)(2)(B).

(C) Life Expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.

(D) Required Beginning Date. The date set forth in Section 4.5(a).

4.6. Cash Out of Small Benefits

If a Participant retires under the Plan when the Actuarial Equivalence of his or her Retirement Benefit is less than \$5,000, such benefit will be paid as a single cash lump sum in lieu of any other benefits hereunder.

4.7. Direct Rollovers

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Plan, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. A distributee includes a Participant. In addition, the Participant's surviving Spouse and the Participant's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse.

(b) A Beneficiary who is not the Spouse of the Participant may elect a direct trustee to trustee transfer that qualifies as an eligible rollover distribution under this Section 4.7. Such transfer shall be made to an individual retirement plan described in Section 408(a) of the Code or a Roth IRA described in Section 408A of the Code that is established for the purpose of receiving the distribution on behalf of such Beneficiary. Such individual retirement account shall be deemed an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code. Also, in this case, the determination of any required minimum distribution under Section 401(a)(9) of the Code that

is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(c) Definitions

(1) Eligible Rollover Distribution

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include the following: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or the life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and (iii) any hardship distribution. A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only: (A) to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, a Roth IRA described in Section 408A of the Code or (B) to a qualified defined contribution, defined benefit or annuity plan described in Section 401(a) of the Code or Section 403(b) of the Code, that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.

(2) Eligible Retirement Plan

An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, a qualified

plan described in Section 401(a) of the Code that accepts the distributee's eligible rollover distribution, an annuity contract described in Section 403(b) of the Code, a Roth IRA described in Section 408A of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code.

(3) Direct Rollover

A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE V

ADMINISTRATION AND AMENDMENT OF PLAN

5.1. **Participant's Rights Not Subject To Execution**

The right of a Participant to a benefit under this Plan is not assignable and is not subject to execution or any other process whatsoever, except to the extent permitted by the Code of Civil Procedure and the Family Code of the State of California. Any payment hereunder required under the California Family Code to a person other than the Participant must not alter the form or amount of benefits hereunder, except that to the extent provided in a valid court order, an Actuarial Equivalent payment may be made to the Spouse or child of a Beneficiary pursuant to a qualified domestic relations order (as defined in Section 414(p) of the Code) prior to the Participant's retirement.

5.2. **Rules and Regulations**

The Employer has full discretionary authority to supervise and control the operation of this Plan in accordance with its terms and may make rules and regulations for the administration of this Plan that are not inconsistent with the terms and provisions hereof. The Employer shall determine any questions arising in connection with the interpretation, application or administration of the Plan (including any question of fact relating to age, employment, compensation or eligibility of Participants and other persons) and its decisions or actions in respect thereof shall be conclusive and binding upon any and all persons and parties.

The Employer shall have all powers necessary to accomplish its purposes, including, but not by way of limitation, the following:

- (a) To determine all questions relating to the eligibility of individuals to participate;
- (b) To construe and interpret the terms and provisions of the Plan;

(c) To compute, certify to, and direct the Trustee with regard to the amount and kind of benefits payable to the Participants and their Beneficiaries;

(d) To authorize all disbursements by the Trustee from the Trust;

(e) To maintain all records that may be necessary for the administration of the Plan other than those maintained by the Trustee; and

(f) To appoint a Plan Administrator or, any other agent, and to delegate to them or to the Trustee such powers and duties in connection with the administration of the Plan as it may from time to time prescribe, and to designate each such administrator or agent as a fiduciary with regard to matters delegated to him.

With respect to management and control of investments, the Employer shall have the power to direct the Trustee in writing with respect to the investment of the Trust assets or any part thereof. Where investment authority, management and control of Trust assets have been delegated to the Trustee by the Employer, the Trustee shall be a fiduciary with respect to the investment, management and control of the Trust assets contributed by the Employer and Participants with full discretion in the exercise of such investment, management and control. Where investment authority, management and control of Trust assets are not specifically delegated to the Trustee, the Trustee shall be subject to the direction of the Employer.

Expenses and fees in connection with the administration of the Plan and the Trust shall be paid from the Trust assets to the fullest extent permitted by law, unless the Employer determines otherwise.

To the extent determined by the Employer or its delegatee, elections and consents made by means of electronic media shall be permissible if made according to the relevant provisions of Treasury Regulation Section 1.401(a)-21.

5.3. Amendment and Termination

The Employer shall have the right to amend, modify or terminate this Plan at any time. In the event of the complete discontinuance of this Plan, the entire interest of each Participant affected thereby shall immediately become 100% Vested. All benefits hereunder shall be payable solely from the assets of the Trust. After all liabilities of this Plan to Participants and their Beneficiaries have been satisfied, any residual assets of this Plan shall be used for such purposes as determined by the Employer, including a distribution of the assets to the general funds of the Employer.

5.4. Military Service

Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. In the case of a Participant who dies while performing qualified military service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

ARTICLE VI

ANNUAL BENEFIT LIMITATIONS

6.1. Definitions and Application

As used in this Article VI, the following terms have the meanings specified below.

“Annual Benefit” means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) under a plan to which Participants do not contribute and under which no rollover contributions are made, or to which assets have been transferred from a qualified plan that was not maintained by the Employer. If the benefit is payable in a form other than a straight life annuity, such form must be adjusted actuarially to be the equivalent of a straight life annuity before applying the limitations of Section 6.2(a). The actuarial adjustment to the equivalent of a straight life annuity will apply to all plan benefits except as set forth herein. The actuarial adjustment shall be made in accordance with the provisions of Treasury Regulation Section 1.415(b)-1(c), which are incorporated herein by reference. No actuarial adjustment is required for the following: qualified joint and survivor annuity benefits, pre-retirement disability benefits, pre-retirement death benefits, post-retirement medical benefits, and the value of an automatic benefit increase feature made in accordance with applicable Treasury Regulations.

“Limitation Year” means the Plan Year. If the Limitation Year is amended to a different twelve-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

“Year of Participation” means the Participant will be credited with a Year of Participation for each year in which he or she is a Participant. A Participant who is permanently and totally disabled within the meaning of Section 415(c)(3)(C)(i) of the Code for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation for an accrual computation period, the Plan must be established

no later than the last day of such accrual computation period. In no event will more than one Year of Participation be credited for any twelve-month period.

6.2. Annual Limitation on Benefits

Notwithstanding any other provision of the Plan:

(a) The Annual Benefit payable with respect to a Participant under the Plan for any Limitation Year shall not exceed an amount equal to \$225,000, or such other dollar limitation determined for the Limitation Year by automatically adjusting the \$225,000 limitation by the cost of living adjustment factor prescribed by the Secretary of the Treasury under Section 415(d) of the Code in such manner as the Secretary shall prescribe. The new dollar limitation shall apply to Limitation Years ending within the calendar year of the date of the adjustment. Cost of living adjustments to the dollar limitation occurring after severance from employment are taken into account.

(b) If the Participant has less than ten Years of Participation with the Employer, the limitation in Section 6.2(a) shall be reduced by multiplying it by a fraction, the numerator of which is the Participant's full and partial Years of Participation, and the denominator of which is ten. To the extent provided in Treasury Regulations or in other guidance issued by the Internal Revenue Service, the preceding sentence shall be applied separately with respect to each change in the benefit structure of the Plan. The reduction provided in this paragraph does not apply to payments made to the Participant if his payments commence after he has become disabled (within the meaning of Section 415(b)(2)(I) of the Code) and does not apply to payments made on account of the Participant's death.

(c) If the Annual Benefit of a Participant begins prior to age 62, the limitation under Section 6.2(a) applicable to the Participant at such earlier age is an Annual Benefit payable in the

form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the limitation applicable to the Participant at age 62 (adjusted under Section 6.2(b), if required). The limitation applicable at an age prior to age 62 shall be determined in accordance with the provisions of Treasury Regulation Section 1.415(b)-1(d), which are incorporated herein by reference. The reduction in this Section 6.2(c) shall not apply for a Participant who is a “qualified participant,” as defined in Section 415(b)(2)(H) of the Code.

(d) If the Annual Benefit of a Participant begins after age 65, the limitation under Section 6.2(a) applicable to the Participant at such later age is an Annual Benefit payable in the form of a straight life annuity beginning at the later age that is the actuarial equivalent of the limitation applicable to the Participant at age 65 (adjusted under Section 6.2(b), if required). The limitation applicable at an age after age 65 shall be determined in accordance with the provisions of Treasury Regulation Section 1.415(b)-1(e), which are incorporated herein by reference.

(e) Pursuant to Treasury Regulation Section 1.415(b)-1(a)(7)(iii), the rate of a Participant’s accrual shall not be limited by this Article VI (but at all times the annual benefit payable to the Participant is subject to the limits set forth in this Article VI).

(f) The limitation in Section 6.2(a) is deemed satisfied if the Annual Benefit payable to a Participant is not more than \$1,000 multiplied by the Participant’s number of years of service or parts thereof (not to exceed ten) with the Employer, and the Employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which such Participant participated.

If the Employer maintains one or more defined benefit plans, in addition to this Plan, covering an Employee who is also a Participant in this Plan, the sum of the Annual Benefits of all the plans will be treated as a single benefit for the purposes of applying the limitations of Section

6.2(a). For purposes of the preceding sentence, Annual Benefits under a “qualified governmental excess benefit arrangement,” as described in Section 415(m)(3) of the Code, shall be disregarded. If the Annual Benefits exceed, in the aggregate, the limitations of Section 6.2(a), the Annual Benefits under this Plan will be reduced (but not below zero) until the sum of the benefits of the relevant defined benefit plans satisfy the limitations. In the case of an individual who was an Employee in one or more defined benefit plans of the Employer as of the first day of the first Limitation Year beginning after December 31, 1986, the application of the limitations of this Section 6.2 shall not cause the limitation under Section 6.2(a) for such individual under all such defined benefit plans to be less than the individual’s current accrued benefit. The preceding sentence applies only if such defined benefit plans met the requirements of Section 415 of the Code, for all Limitation Years beginning before May 6, 1986. For purposes of this Section 6.2(f), an individual’s current accrued benefit means a Participant’s accrued benefit under the Plan, determined as if the Participant had separated from service as of the close of the last Limitation Year beginning before January 1, 1987, when expressed as an annual benefit within the meaning of Section 415(b)(2) of the Code. In determining the amount of a Participant’s current accrued benefit, the following shall be disregarded: (i) any change in the terms and conditions of the Plan after May 5, 1986; and (ii) any cost of living adjustments occurring after May 5, 1986.

(g) If a Participant makes one or more contributions to the Plan to purchase “permissive service credit,” as defined in Section 415(n)(3) of the Code, then the limitations of this Article VI shall be treated as met only if either (i) the limitations provided in Section 415(b) of the Code are met, determined by treating the accrued benefit derived from such contributions as an annual benefit for purposes of Section 415(b) of the Code, or (ii) the requirements of Section 415(c) of

the Code are met, determined by treating all such contributions as annual additions for purposes of Section 415(c) of the Code.

ARTICLE VII
DEFINITIONS

Unless otherwise specified, capitalized terms used in the Plan have the meanings specified below.

“**Act**” means California Government Code, as amended.

“**Actuarial Equivalence**” means an actuarially equivalent amount determined using the 1983 Group Annuity Mortality (GAM) table blended 50% Male and 50% Female, and interest rate of 7% per annum.

“**Age Factor**” means the following factors:

Age at Retirement under Plan	Age Factor
50	1.426%
51	1.522%
52	1.628%
53	1.742%
54	1.866%
55	2.000%
56	2.052%
57	2.104%
58	2.156%
59	2.210%
60	2.262%
61	2.314%
62	2.366%
63 or older	2.418%

“**Beneficiary**” means the person described in Section 2.4 who is entitled to receive either a pre-retirement death benefit under the Plan or, if the Participant dies while receiving a Retirement Benefit in an optional form under Section 4.3, the continuance benefit. A Participant may designate different Beneficiaries to receive each such benefit. If no Beneficiary under Section 2.4 survives a

Participant, then the pre-retirement benefit, if applicable, will be provided to such person, trust, or estate entitled by will or the laws of descent and distribution to receive the benefit.

“Benefit Service” a Participant’s services to the Employer, but only if and to the extent (i) such services were provided under the terms of an agreement between the Staffing Agency and the Employer, and (ii) if the Participant made member contributions to CalPERS with respect to such services, either those contributions (together with any allocable interest) are transferred directly from CalPERS to the Trust under this Plan, or the Participant elects to and receives a refund of his or her member contributions (together with any allocable interest) from CalPERS and effectuates a deposit of those refunds in this Plan. In addition to Benefit Service determined under the preceding sentence, the Plan Administrator may, in its sole discretion, permit a Participant to purchase additional Benefit Service for any prior service with a governmental entity other than the Employer, but only to the extent the Participant is not already entitled to receive a retirement benefit for that service under a pension plan other than this Plan; for this purpose, a refund of employee contributions from any such other plan does not constitute a retirement benefit for service.

“CalPERS” means the California Public Employees’ Retirement System, a governmental, multiple-employer pension plan that is qualified under Section 401(a) of the Internal Revenue Code and whose terms are set out under Title 2, Division 5, Parts 3 through 8, Sections 20000 through 22970.89 of the Act.

“CalPERS Member” means either (i) a governmental entity that provides pension benefits to its eligible employees under CalPERS, in accordance with and subject a contract between the entity and CalPERS, or (ii) a governmental entity that maintains a pension plan qualified under Section 401(a) of the Code, but only if that plan has reciprocity with CalPERS.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Compensation**” means compensation received by a Participant for employment with a Staffing Agency or CalPERS Member, but only to the extent such compensation would constitute “compensation earnable” within the meaning of Sections 20636 or 20636.1 of the Act, as applicable to individual CalPERS participants who are not “new members” within the meaning of Section 7522.04 of the Act. Compensation in excess of \$280,000 (as adjusted for the relevant Plan Year) will be disregarded. Such amount will be adjusted for future increases in the cost of living in accordance with Section 401(a)(17) of the Code. For any short Plan Year, the Compensation limit will be an amount equal to the Compensation limit for the calendar year in which the Plan Year begins multiplied by a ratio obtained by dividing the number of full months in the short Plan Year by 12.

“**Domestic Partner**” means the person who is registered in accordance with California law as a Participant’s domestic partner.

“**Effective Date**” means _____, the effective date of this amendment and restatement of the Plan.

“**Eligible Employee**” means an Employee whom the Employer, in its sole discretion, designates as eligible by action of the Employer’s Board of Directors.

“**Employee**” means a person whom the Employer classifies on its payroll records as a common-law employee. For any period, “Employee” does not include any person who is not so classified for that period, even if a court or other authority later determines that he or she was a common-law employee of the Employer during any part of that period.

“**Employer**” means Marin County Transit District.

“**Final Pay**” means the highest Compensation earned by a Participant, before his or her retirement under the Plan, during any 12 consecutive months of employment with a Staffing Agency or a CalPERS Member.

“**Member Contributions**” means with the following amounts, as applicable: (i) any amount contributed by a Participant to the Plan in order to purchase Benefit Service (as described in the above definition of Benefit Service), and (ii) any member contributions made by a Participant CalPERS that are either transferred to this Plan directly from CalPERS or contributed to the Plan by the Participant.

“**Normal Form of Benefit**” means the form of benefit described in Section 4.2.

“**Participant**” means a person who has commenced participation in the Plan under Section 1.1 and whose participation has not ceased under Section 1.2.

“**Plan**” means this Marin County Transit District Service Credit Replacement Plan.

“**Plan Administrator**” means the individual or position designated by the Employer to act on behalf of the Employer in matters relating to this Plan. If no designation is made, the Employer shall be the Plan Administrator. If a Plan Administrator has been appointed the word “Employer” as used in this Plan shall mean Plan Administrator unless the context indicates a different meaning is intended.

“**Plan Year**” means the 12-month period spanning July 1 through June 30.

“**Regulations**” or “**Treasury Regulations**” means the regulations adopted or proposed by the Department of Treasury from time to time pursuant to the Code.

“**Retirement Benefit**” means the benefit payable to the Participant following retirement, as described in Article II.

“Spouse” means the person who is recognized as the Participant’s spouse in accordance with the laws of any state, the District of Columbia, a United States territory, or a foreign jurisdiction. A Spouse does not include a Domestic Partner or a civil union partner.

“Staffing Agency” means any employee-leasing agency listed in Appendix 2 that, under an agreement between the leasing agency and the Employer, has provided staffing services to the Employer by placing persons then classified as the leasing agency’s employees in work positions with the Employer.

“Trust” means the trust established to hold the assets of the Plan.

“Trustee” means the trustee of the Trust.

“Vesting Service” means cumulative, combined years of full-time employment with: (i) a Staffing Agency, but only during such period that the Participant was providing services to the Employer through the Staffing Agency, (ii) a CalPERS Member, or (iii) a CalPERS reciprocal agency.

APPENDIX 1**STAFFING AGENCIES**

Each of following entities constitutes a Staffing Agency for all purposes under the Plan:

Local Government Services Authority, a governmental entity formed under the laws of the State of California

Regional Government Services Authority, a governmental entity formed under the laws of the State of California

APPENDIX 2**CONTINUING PARTICIPANTS**

The following Participants as of [Insert day before effective date] will continue as Participants on [Insert effective date]:

Mary Archer

Robert Betts

Lauren Gradia

Amber Johnson

Melody Reeb

ADOPTION OF AMENDED AND RESTATED PLAN

The Marin County Transit District hereby adopts this Marin County Transit District Service Credit Replacement Plan, as amended and restated effective _____, on the date below.

By: _____

Title: _____

Date: _____



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
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marintransit.org

May 4, 2020

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

**SUBJECT: Marin School of Environmental Leadership
Transportation Group Presentation**

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATION: Information only.

BACKGROUND/SUMMARY: Students from Terra Linda High School in San Rafael are participating in the Marin School of Environmental Leadership (MSEL) LEAD Project. Every semester, MSEL organizes LEAD Projects for 9th and 10th graders. Teams of five or six students design, plan, and implement a project addressing an environmental issue in Marin concerning waste, water, energy, transportation, food, and climate change.

Last year, MSEL worked with Mary Sackett of Supervisor Connelly's office for their semester long project that focused on social equity in transportation. Students presented at your 2019 March Board meeting about a Bike Expo and Fare Survey organized as part of their project. The work of MSEL students last year influenced the lowering of monthly pass prices as part of Marin Transit's larger fare and eligibility changes effective July 1, 2020.

MSEL assigns each team a community partner. Community partners assist students in designing their research projects and meet with students regularly to provide guidance throughout the semester. On behalf of Marin Transit, Cody Lowe served as the community partner for the Terra Linda student team this year.

Throughout the course of this year's project, students researched various topics that intersect transit and the environment and held community events to raise awareness on transportation options in Marin County. Students developed a presentation on their project and a policy recommendation regarding free fare days for your Board to consider.

Originally, Marin Transit and MSEL planned to have students present to your Board in person on April 6, 2020. Unfortunately, students will be unable to attend given school closures due to COVID-19. Instead, the MSEL presentation is attached for your

information. In a separate item regarding Fare Free Campaigns on the Board agenda today, staff refers to the MSEL presentation.

FISCAL/STAFFING IMPACT: There is no fiscal impact associated with this item.

Respectfully submitted,

Cody Lowe

Cody Lowe
Planning Analyst

Attachments: MSEL Transportation Group Policy Presentation



Free Fare Days

MarinSEL Transportation Team

Our Project

- Electric Vehicle Event
- Bay Area Transportation 101
- Bake Sale



Raising Awareness about Public
Transportation in Marin!



Forms of Transportation

(Ranked in order of most used)

1. Private Vehicles
 - a. Cars
 - b. Trucks
 - c. Etc.
2. Rail
 - a. BART
 - b. SMART
 - c. Caltrain
 - d. Ferry
3. Buses

Source: Climate Action Plan For San Francisco, 2004



Public Transportation in Marin

→ Current modes of public transportation in Marin



Item 4i

Environmental Impacts of Public Transportation

- Improved Air Quality
- Conserving Land
- Saves Energy
- Relieving congestion

Benefits of Public Transportation

- **Cost**
- Private car
 - 646 gallons + \$4.09 per gallon = \$2642.14 per year
- Public transportation
 - Adult: \$2.00 = \$1460 per year
 - Child/ Senior: \$1.00 = \$730 per year
- **Saving Emissions**
- Subway = 76% lower GHG emissions / private car

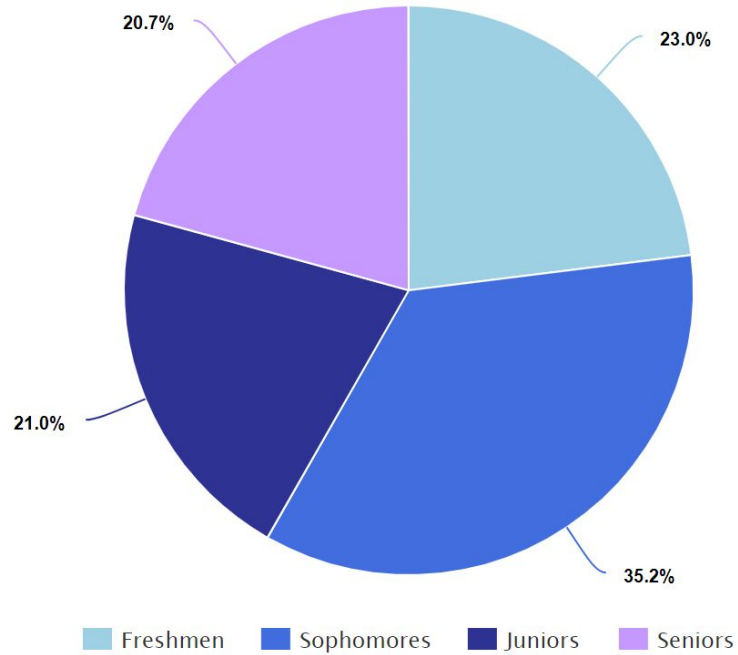
Increasing Awareness

- Fliers
- Innovation Hub event
- Surveys
- Free Fare days
- Marin Science Seminar

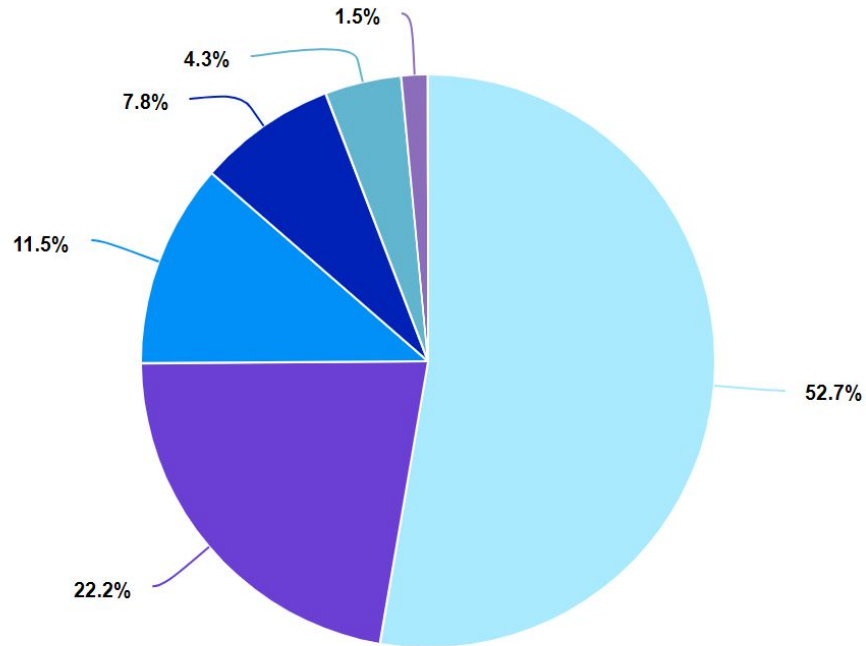
International Examples



Survey Data (respondents)

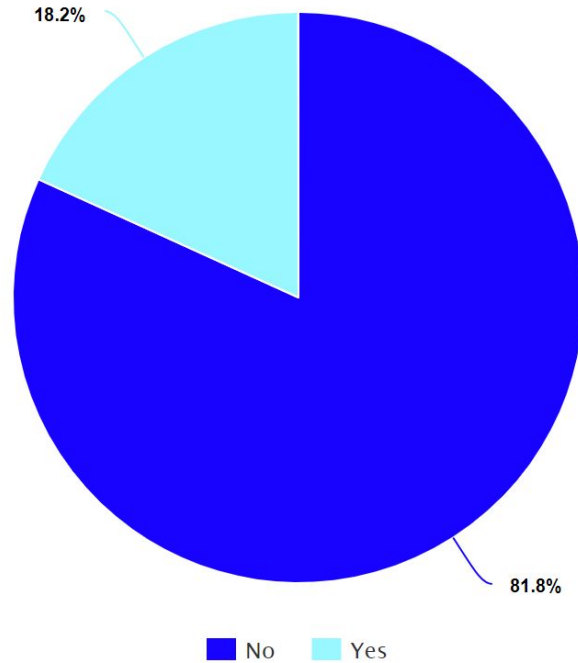


Survey Data (mode choice to school)

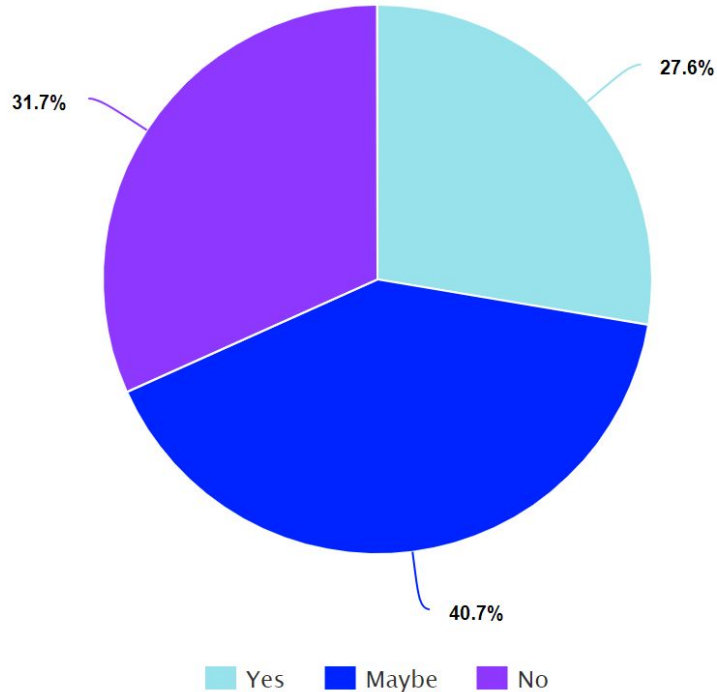


Family Car Carpool Walk Bus Bike Drive Themselves

Survey Data (do you use transit?)



Survey Data (would you take transit if it were discounted?)



Possible Solutions for Marin

- EV Benefits
- Student Discounts
- Community Goals
 - “0,50,100, Roots Goal”
- Make Public Transportation More Appealing to Community



**Adding More Free Fare Days to
Increase Outreach!**



Our Policy

Past and Future Free Fare Days

- 2019 Marin County Fair (past)
- 2020 Marin County Fair (recommended)
- 2020 Election Day (recommended)

What MarinSEL Can Do

Advertise to our class and school

Social media

Personally- Friends and family

Thanks!

Any questions?





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May 4, 2020

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

SUBJECT: 2019 Muir Woods Shuttle Annual Report

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATION: Accept report.

SUMMARY: Marin Transit assumed operation of the Muir Woods Shuttle in 2009 as part of a funding partnership with the Golden Gate National Recreation Area (GGNRA). The Shuttle is an integral mode of access to the park and carries over 40 percent of park visitors on busy weekends. The District continues to improve the Muir Woods Shuttle service to meet visitor needs and reduce congestion.

In 2019, the Muir Woods Shuttle operated year-round from January through December. Park visitors took 146,941 one-way trips, and this is a 17.2 percent decrease in ridership compared to 2018. The Shuttle provided service on 72 peak summer days, including 39 weekdays, and 83 off-peak season days. Daily ridership surpassed 2,000 unlinked trips on three days during the 2019 season. Factors that contributed to decrease in Shuttle ridership include:

- Ten percent decrease in Muir Woods National Monument visitors in 2019 compared to previous year; and
- Issues with scanners and ticket validations due to glare at some stop locations. This impacted the ability to record actual redeemed tickets and subsequently led to under reporting ridership; and
- Government shutdown and park closures in January and cancelled service due to bad weather.

The Shuttle carried an average of 23.0 passengers per hour and 16.7 passengers per trip for the 2019 season. Productivity on weekend and holiday service was 22.0 passengers per hour, and weekday service averaged 30.4 passengers per hour. Ridership on the weekday service increased by 9.2 percent compared to 2018.

In 2018, the National Park Service (NPS) implemented a parking and shuttle reservation system for GGNRA's Muir Woods National Monument. The system requires visitors to pre-plan their travel and reserve either shuttle seats or parking spaces to access Muir

Woods. District staff continued to work closely with GGNRA to adjust Shuttle operations and elements of the program to support the new reservation model.

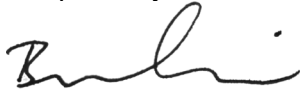
For the 2019 season, the net program cost for the Muir Woods Shuttle service was \$625,477. The net cost includes service operations, marketing, Marin Transit administration, part-time Customer Liaisons, and provision of portable restrooms.

The Cooperative Agreement with GGNRA stipulates that GGNRA contribute half of net cost of operations for the first 4,035 revenue hours in each federal fiscal year, and 100 percent of operating costs for revenue hours above the 4,035. GGNRA reimburses Marin Transit for passenger revenues at \$5.00 per rider over the age of sixteen.

Under the terms of the Cooperative Agreement, GGNRA was responsible for an estimated \$433,654 of the 2019 program costs. Measure A/AA and property tax funds provided the balance of the funds necessary to operate the 2019 program.

FISCAL IMPACT: None associated with this report.

Respectfully submitted,



Aida Banihashemi
Planning Manager

Attachment: 2019 Muir Woods Shuttle Evaluation Report

May 4, 2020



2019 Muir Woods Shuttle
Evaluation Report

Item 4j

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Introduction

The Muir Woods Shuttle provides service to Muir Woods National Monument in Marin County, California. The Shuttle began operation in 2005 as a demonstration project to provide an alternative to automobile access and alleviate parking demand and traffic congestion. The Shuttle is an integral mode of access to the park and carries almost 18 percent of all park visitors throughout the year.

Shuttle History

The Shuttle represents a unique partnership of governments on a number of levels. The service was originally designed as a partnership of the National Park Service, County of Marin, and Golden Gate Transit. In 2009, responsibility for the Shuttle shifted to Marin County Transit District (Marin Transit) under a funding agreement with the National Park Service (NPS). In 2013, Marin Transit formed an additional partnership with the Golden Gate National Parks Conservancy to administer a new fare collection process. The change in how passengers pay their fares eased boarding delays and provided additional convenience for customers.

To manage visitation and parking demand, NPS implemented a new web-based parking and transit reservation system for Muir Woods in 2018, which allows visitors to purchase their

parking reservation and pre-purchase shuttle tickets for a specific window of time.

Funding

The first three years of operation were funded primarily through a grant from the Federal Highway Administration (FHWA) through 2007. Funds for the 2008 season were provided by a combination of federal TCSP (Transportation and Community and System Preservation Program) and PLH (Public Lands Highway Discretionary Program) funds. In May 2009, the Shuttle became a permanent Marin Transit route funded partly by the Transit District and partly by NPS.

Description of Service

For the 2019 season, shuttle service was provided on weekends, holidays and select summer weekdays. In previous years, Marin Transit typically operated service during a regular season that began in May and continued through October.

Since introducing winter holiday service in 2013, Marin Transit operates additional service around Thanksgiving weekend and between Christmas and New Year's Day.

During the 2015 season, Marin Transit introduced summer weekday service as a pilot. Summer weekday service is typically operated

from the third week in June through the second week of August.

In 2019, Marin Transit operated the Shuttle year round on weekends and holidays. Weekend and holiday service began on Saturday, January 1 and operated through Monday, December 31. The service ran on the following five holidays: President's Day, Memorial Day, Independence Day, Labor Day, and Veteran's Day (Observed). Weekday service operated from Monday, June 17 through Friday, August 9.

Figure 1 shows the routing of the Shuttle for the 2019 season. Service is provided along two routes. Route 66 serves the Pohono Park & Ride lot, and Route 66F serves downtown Sausalito and Marin City.

In 2019, schedules for weekend and holiday service were divided into peak and off-peak periods that correspond to different levels of service. The peak period runs from Memorial Day weekend through Labor Day weekend and the off-peak season runs the other months of the y

During the peak season, service on Route 66 between the Pohono Park & Ride Lot and Muir Woods is provided approximately every ten minutes. The first trip departs at 8:35 am and the last return trip leaves the park at 7:35 pm. During the off-peak season, service is provided every 20 minutes on Route 66 with generally the same span of hours as the peak season. Span of service is reduced a couple other times

during the year based on changes to the Park closure times.

Service on Route 66F to and from Sausalito is provided every hour during the off-peak season. The route serves the Sausalito Ferry Terminal and Marin City to provide connections to and from regional and local buses. During the peak season, additional service is added to provide half-hourly service to and from Sausalito.

Route 66F operates on weekends every half hour. The tenants of the adjacent office building utilize the Pohono Park & Ride lot during the work week (Monday-Friday). For this reason, the Shuttle does not operate the Route 66 alignment on weekdays.

In 2019, the Shuttle provided service on 72 peak summer days (including 39 weekdays), and 83 off-peak season days (including New Year's Day).

Table 1 summarizes service changes over the last five years of operations.

Figure 1: 2019 Muir Woods Shuttle Map

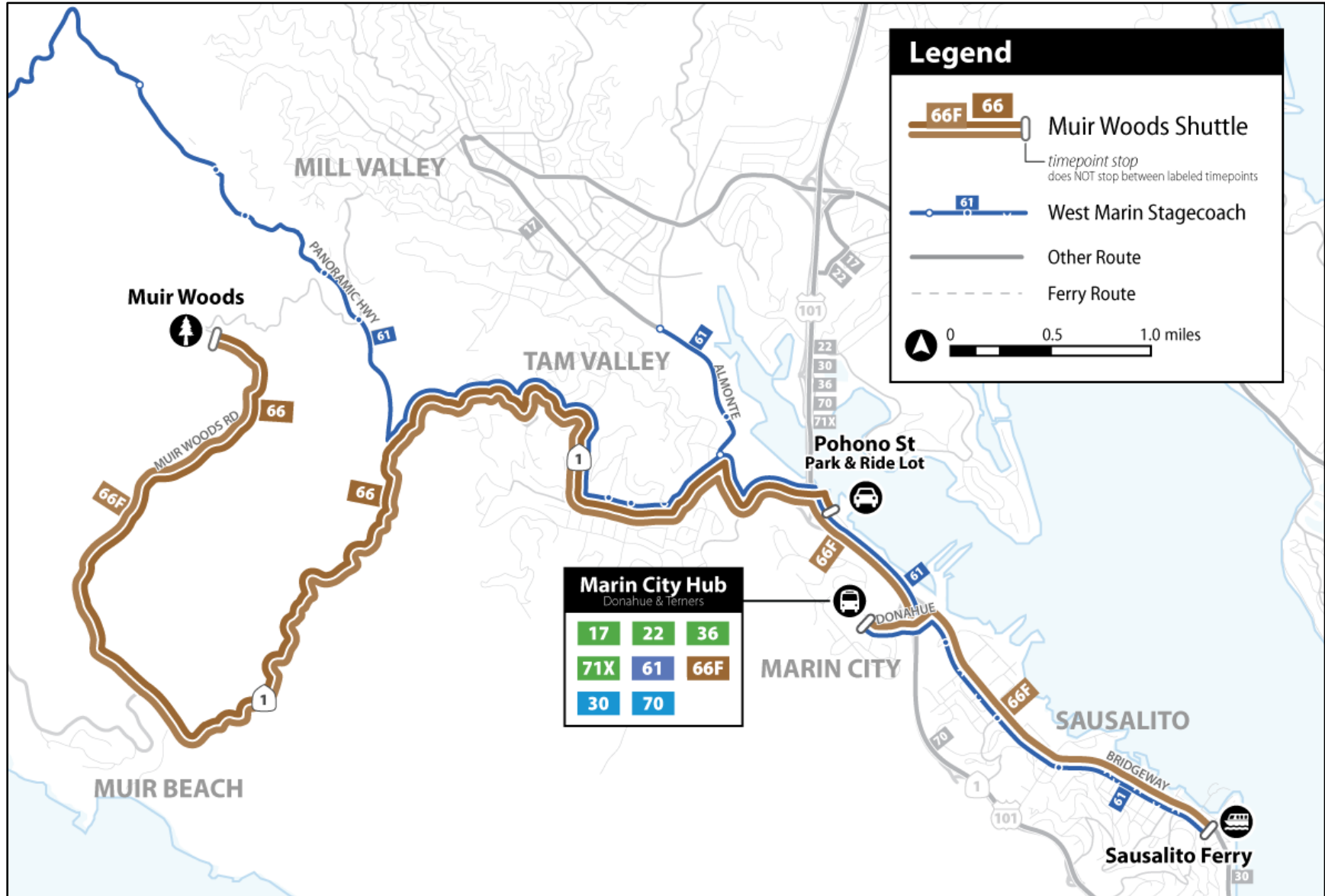


Table 1: Summary of Operations, 2014–2018

	2014	2015	2016	2017	2018	2019
Season Start	March 29	April 4	April 2	May 13 ⁽²⁾	January 1	January 1
Weekend & Holiday Service	65 days	63 days	79 days	64 days	108 days	113 days
Weekday Service	-	39 days	39 days	44 days	39 days	39 days
Avg. Frequency (Off-peak/Peak/Weekday)	20/10/- min	20/10/30 min	20/10/30 min	20/10/30 min	20/10/30 min	20/10/30 min
Service Hours ⁽¹⁾	4,619	4,620	4,672	4,376	6,428	6,381
Standard Fare (adult round-trip)	\$5.00	\$5.00	\$5.00	\$5.00	\$3.00	\$3.00

Notes:

(1) Actual operated hours may differ from planned hours due to canceled or added service.

(2) Season start delayed due to closure of Highway 1.

The District has continually taken steps to improve the service in response to customer feedback and service evaluations. In 2018 Marin Transit added a mobile information kiosk at Pohono Park & Ride to help guide passengers of the Muir Woods Shuttle service and provide drivers with a break area. The Shuttle partners implemented a new web-based reservation system that enables visitors to plan their trips in advance and reserve shuttle seats and a parking space.

Fares

In late 2017, the NPS implemented a new web-based parking and transit reservation system for Muir Woods to manage visitation and parking demand. The partner agencies upgraded the reservation system in 2018 to include shuttle fare payment. Under the new system, visitors are required to purchase their parking reservation and can pre-purchase shuttle tickets for a specific time window.

The round-trip adult fare is \$3.00 per person. No fare is charged for youth ages 15 and younger, seniors with a Lifetime NPS Pass, and disabled individuals with a Federal Lands Access Pass. One-way fares are not available.

In previous years, passengers had the option of purchasing a Day Pass for riding the Shuttle when transferring from another Marin Transit route. This option is not available under the online reservation system. (Figure 2)

The reservation system has alleviated capacity issues on the Shuttle by making passenger arrival patterns more predictable.

The pricing structure of \$8 for a parking reservation and \$3 to reserve a Shuttle seat provides an incentive to take the Shuttle for groups less than three.

Figure 2: MWS Reservation System



Customer Liaisons

Marin Transit hires Customer Liaisons to assist passengers waiting for the Shuttle at the Pohono Park & Ride Lot and at the Sausalito Ferry. The liaisons provide passengers with park and Shuttle service information and fare payment in particular .

This season Marin Transit scheduled one liaison at Pohono on weekends from 9:30 am to 3:30 pm. An additional staff member was stationed in Sausalito to perform similar duties and assist passengers transferring from the ferry.

A full-time Operations Supervisor is stationed at Muir Woods to facilitate vehicle circulation and check for proof of payment. This supervisor also ensures that passengers board the correct bus for their return trip to Sausalito or Pohono. After the last bus departs from Sausalito, typically one of the liaisons

relocates to Muir Woods to assist with loading returning passengers.

Customer Liaisons have continually proven to be an integral part of the service and significantly enhance the customer experience. Many Shuttle passengers are tourists who are not familiar with Marin County. Some are also not accustomed to using public transit. The liaisons and supervisor help ensure efficient operations and a quality passenger experience.

Customer Liaisons at the Sausalito stop have proven extremely valuable. As demand from that location has grown, the service had begun to experience similar challenges to those at the Pohono stop due to overcrowding and passenger confusion.

In 2018 and 2019, the District added an Operations Supervisor at Pohono to support the ticket validation system. This position increased stability and staffing reliability at Pohono, and was included in the new operations contract with MV Transportation that started on July 1, 2018.

Marketing and Passenger Information

Marketing for the Shuttle service has primarily focused on Bay Area visitors, with emphasis on travelers based in San Francisco. Information on the Shuttle is distributed through the park visitor information center, online, and on electronic message signs near the highway exits.

Shuttle service messaging has changed across all marketing platforms to inform visitors that they need to pre-plan and pre-purchase their shuttle seats and parking. The new strategy relies more on educating visitors in advance and less on intercepting visitors travelling to the National Monument.

The Changeable Message Signs (CMS) installed along Highway 101 notify incoming visitors that they need to reserve parking in advance. The CMS continue to be an effective means of advertising the Muir Woods Shuttle and assist visitors in wayfinding to the Pohono Park & Ride exit.

Most passengers used to learn about the Shuttle through the CMS, however due to recent changes and the reservation system, increasing numbers of passengers are finding Shuttle information online through web searches and NPS's online reservation system.

To assist with wayfinding and accommodate walk-up passengers, schedules and signage are posted at each stop. This includes entry signage to parking areas and schedule information at transit stops.

Information is also provided to customers online and over the phone by Marin Transit and National Park Service staff and the NPS reservation website.

In 2019, Marin Transit printed a pocket guide to provide passengers with information on how to use the Shuttle to return to their

original boarding location. The pocket guide includes timetables, fares, information about the park, and a route map with Shuttle pickup locations. This brochure is distributed at Pohono and Sausalito stops. It is also available on the bus and at the Muir Woods visitor information center.

Evaluation Methodology

Visitors are encouraged to purchase their advanced tickets through the NPS web-based reservation system. Pending seat availability, the Shuttle accepts same day walk-ups through an on-board fare collection process. Data on Shuttle ridership and fare revenues is obtained through a combination of farebox data and fare collection reports from the NPS reservation system.

NPS staff also provide data on park visitation levels. Marin Transit staff compile the Shuttle financial numbers and operating statistics.

Customer Liaisons, NPS and Conservancy staff, and MV Transportation operations staff provide qualitative observations of the service. These include commentary on on-time performance, weather conditions, traffic circulation, fare collection, pass ups, and service strengths and weaknesses, and suggestions on how to improve the service.

This evaluation report provides an overview of trends and changes over time and presents recommendations for the Shuttle's future.

Ridership and Productivity

This section presents the number of Muir Woods Shuttle passengers, productivity or passengers per revenue hour, and the proportion of Muir Woods visitors who chose to ride the Shuttle in 2019 compared to prior years.

Ridership

Ridership is measured as one-way, unlinked passenger trips. During the 2019 season, there were 146,941 one-way passenger trips on the Shuttle. Although this was the second highest ridership year ever, this represents a 17.2%

decrease in ridership compared to 2018. Table 2 shows total ridership trends over the past five seasons by month.

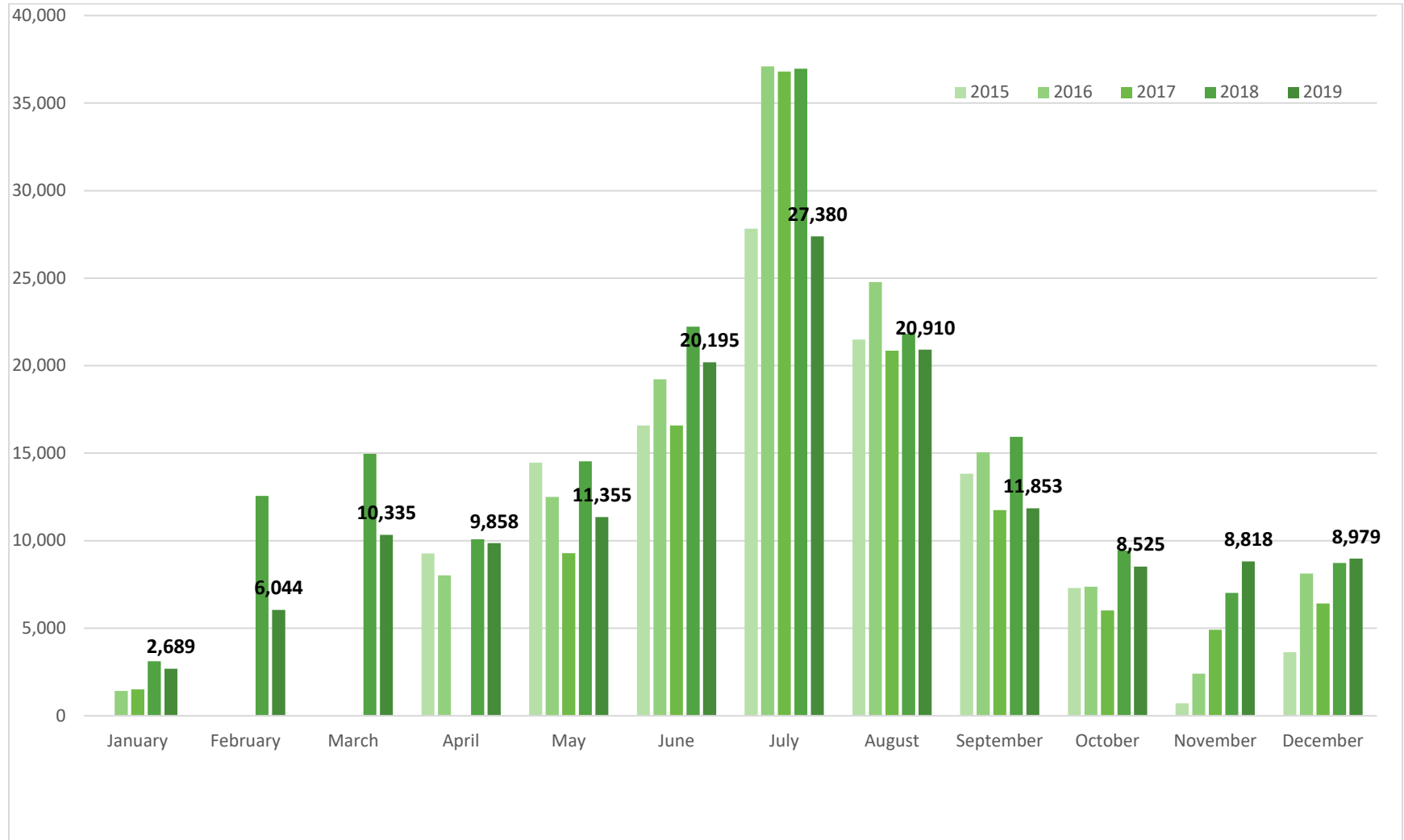
July had the highest total monthly ridership, largely due to the higher number of days the shuttle operates. There were fewer shuttle riders in 2019 season during the weekends and holidays compared to the previous year.

Despite the decline in the number of park visitors, Shuttle ridership significantly increased on weekdays in the peak period.

Table 2: Shuttle Ridership by Month 2015–2019 (unlinked passenger trips)

Month	2015	2016	2017	2018	2019	% Change 2018–2019
January	0	1,414	1,502	3,112	2,689	-13.6%
February	-	-	-	12,560	6,044	-51.9%
March	-	-	-	14,964	10,335	-30.9%
April	9,278	8,018	-	10,084	9,858	-2.2%
May	14,462	12,506	9,284	14,530	11,355	-21.9%
June	16,586	19,216	16,588	22,226	20,195	-9.1%
July	27,832	37,103	36,806	36,970	27,380	-25.9%
August	21,484	24,780	20,860	21,836	20,910	-4.2%
September	13,820	15,050	11,750	15,934	11,853	-25.6%
October	7,302	7,370	6,016	9,442	8,525	-9.7%
November	712	2,404	4,908	7,022	8,818	25.6%
December	3,630	8,127	6,410	8,732	8,979	2.8%
Total	115,106	135,988	114,124	177,412	146,941	-17.2%

Figure 3: Shuttle Ridership by Month, 2015 – 2019 (unlinked passenger trips)



Staff attribute the weekday increase in riders to the NPS reservation system. The system encourages visitors to plan their trip, pre-purchase tickets, and reserve a parking space. This makes visitors aware of the option to take the Muir Woods Shuttle on weekdays and to avoid crowds on weekends during the peak period.

Other factors that contributed to decrease in Shuttle ridership include:

- Ten percent decrease in Muir Woods National Monument visitors in 2019 compared to previous year;
- Issues with scanners and ticket validations due to glare at some stop locations. This impacted the ability to record actual

redeemed ticket and subsequently led to under reporting ridership; and

- Government shutdown and park closures in January and cancelled service due to bad weather.

In addition, the capacity of online reservations for late day time slots was reduced in 2019, to alleviate late day capacity issues and balancing out the return demand during the late day peaks.

This may have contributed to lower shuttle ridership on days when there were fewer walk-up visitors are lower.

Figure 4 shows 2019 daily ridership on weekends and holidays. Figure 5 shows ridership for the peak season and weekday service. At 2,192 trips, Sunday, May 26 had the

Table 3: Shuttle Productivity, 2018 – 2019

Month	Passengers per Trip			Passengers per Hour		
	2018	2019	% Change	2018	2019	% Change
January	17.3	7.6	-56.1%	20.8	9.2	-55.7%
February	31.0	17.2	-44.5%	32.0	20.8	-34.9%
March	36.1	22.0	-39.0%	35.8	25.4	-28.9%
April	26.8	25.3	-5.7%	26.3	26.0	-1.3%
May	24.8	19.1	-23.3%	28.7	22.5	-21.4%
June	19.4	13.7	-29.4%	24.2	21.6	-10.9%
July	23.4	14.3	-38.8%	28.6	25.2	-11.7%
August	20.7	16.5	-20.3%	26.7	25.7	-3.4%
September	21.0	19.8	-5.8%	28.8	22.1	-23.3%
October	21.4	25.4	18.5%	29.8	25.4	-14.8%
November	17.5	18.7	6.7%	23.5	23.0	-2.2%
December	14.5	16.1	10.7%	19.3	21.4	10.8%
Total	22.3	16.7	-25.1%	27.3	23.0	-15.6%

highest daily ridership. There were an additional three days when daily ridership surpassed 2,000 unlinked trips.

Productivity

Service productivity is measured in passengers per revenue hour or per trip. Overall, the service carried an average of 23 passengers per hour and 16.7 passengers per trip for the 2019 season. Weekend and holiday service averaged

22 passengers per hour, or about 17.6 passengers per trip, while weekday service averaged 30.4 passengers per hour and 13.2 passengers per trip.

Table 3 shows productivity measures by month compared to 2018. Overall, productivity measured in passengers per hour and passengers per trip decreased compared to the 2018 season.

Figure 4: Daily Weekend & Holiday Ridership, 2019 (unlinked passenger trips)

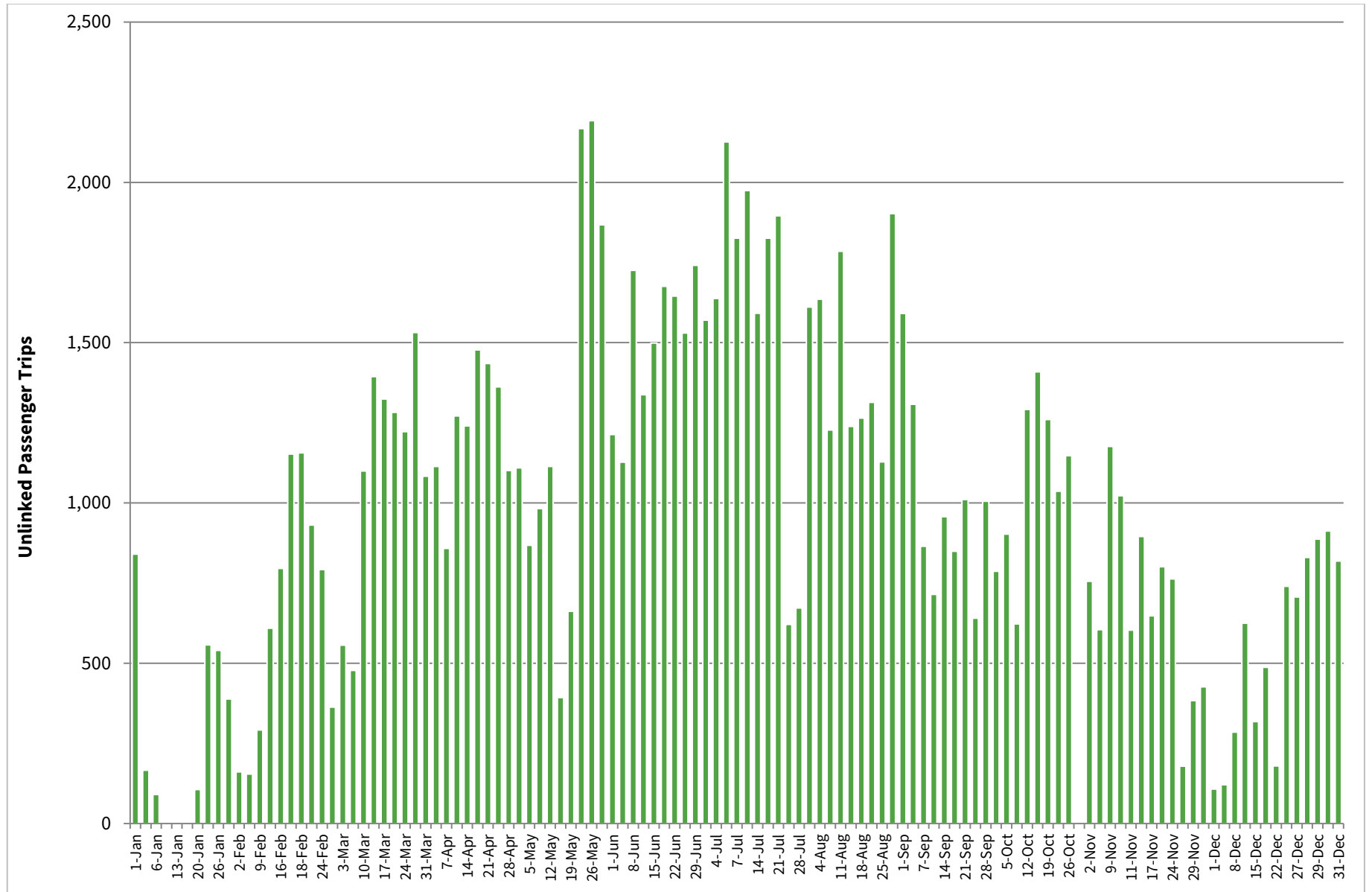
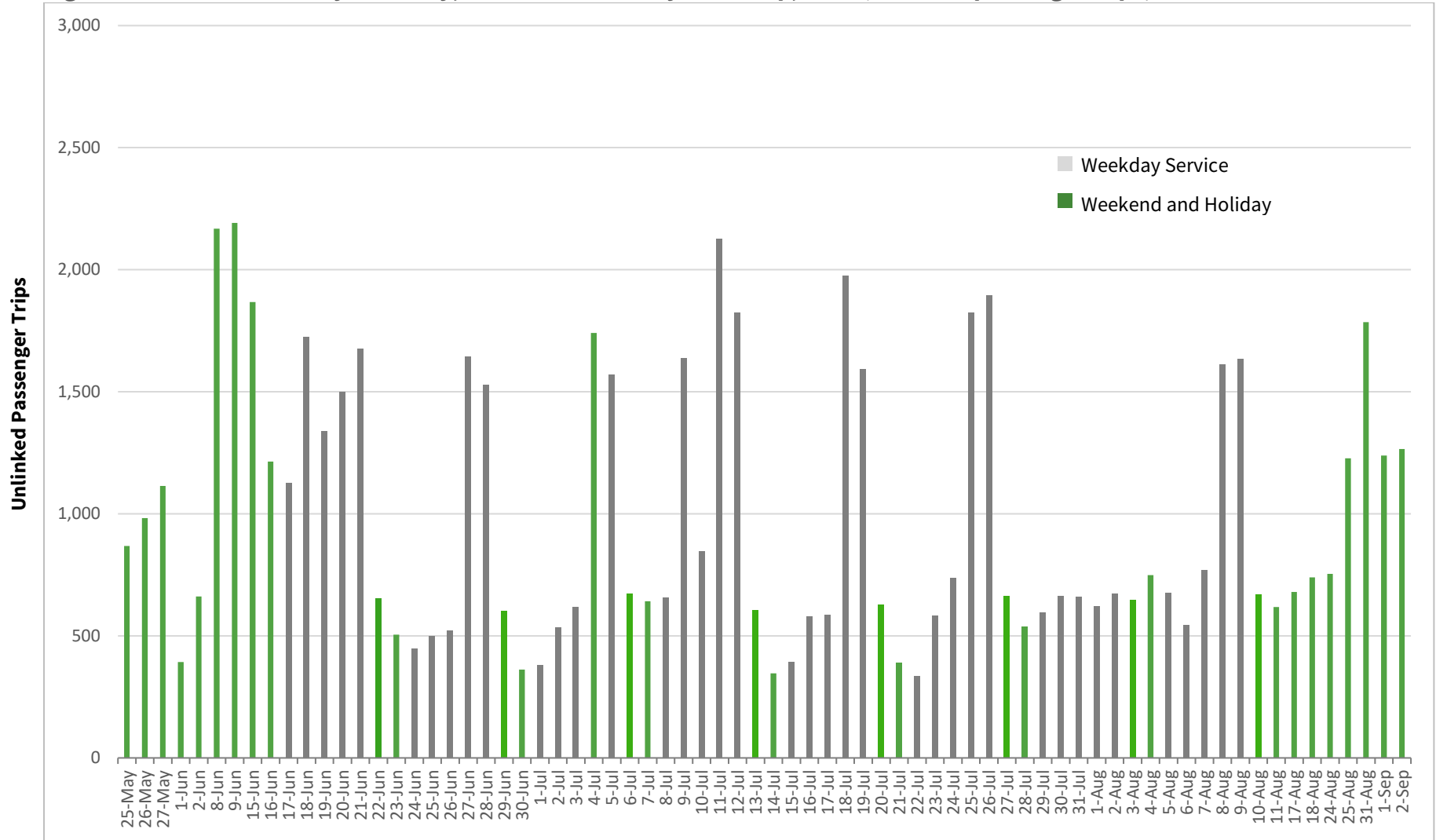


Figure 5: Peak Season Daily Weekday, Weekend & Holiday Ridership, 2019 (unlinked passenger trips)



Mode Share

The percentage of park visitors who choose to take the Shuttle is another important indicator of Shuttle service success. Mode share is the transportation term for the proportion of park visitors that take the Shuttle.

During days that the Shuttle was in service, a total of 465,231 people visited Muir Woods. Of this number, 73,470 chose to ride the Shuttle¹. This represents a 15.8% average mode share, which is lower than 17.6% mode share in 2018.

Figures 6 and 7 show the percentage mode share of the Shuttle by day during the peak and off-peak seasons including weekday service. On some of the busiest days, the Shuttle carried up to 25% of all park visitors.

Weather has a significant impact on the level of park visitation. It has an even greater effect on Shuttle ridership and mode share. This is likely due to less traffic and more available parking on lower visitation days when driving to the park is less of a hassle. On rainy days, Shuttle mode share typically drops by 10%.

Pass-Ups

Passenger pass-ups occur when passenger demand exceeds bus capacity for any given trip. The Shuttle buses carry no more than 37 seated passengers. Standees are not permitted due to the steep and winding nature of the roadway. In previous seasons, there were lines and significant wait times for many passengers despite the high frequency of service at Pohono and additional service from Sausalito.

Table 4: Mode Share, 2018 – 2019

		2018	2019	% Change 2018-2019
Peak Weekend/Holidays	Park Visitations	148,831	136,035	-8.6%
	Shuttle users	36,743	27,247	-25.8%
	Mode Share	24.70%	20.03%	-18.9%
Peak Weekdays	Park Visitation	129,909	121,405	-6.5%
	Shuttle users	10,583	11,558	9.2%
	Mode Share	8.40%	9.52%	13.3%
Off-Peak Weekend/Holidays	Park Visitation	224,572	207,791	-7.5%
	Shuttle users	41,380	34,665	-16.2%
	Mode Share	18.40%	16.68%	-9.3%
Total	Park Visitations	503,325	465,231	-7.6%
	Shuttle users	88,706	73,470	-17.2%

¹ Assumes that each visitor using the Shuttle took a round trip

This was due to the irregularity of passenger arrival times coupled with high numbers in the midday.

The online reservations system enabled shuttle riders to pre-purchase their shuttle tickets for specific buses on the Sausalito route or specific time slots on the Pohono route. This alleviated shuttle capacity issues by balancing out the peaks and making bus arrival times more predictable. Limited seats are held back from the advanced ticketing process to accommodate riders who show up without tickets.

The process of validating passes also changed under the reservation system. Dedicated staff members use handheld scanners to validate pre-purchased tickets and sell walk-up tickets. In previous years, patrons boarded buses for Muir Woods and purchased tickets at the park entry booth.

The online ticketing system and validation process has reduced passenger wait times. It has also significantly alleviated issues of full Shuttle buses leaving passengers behind during the peak season.

Figure 6: Off-Peak Season Daily Weekend & Holiday Shuttle Mode Share, 2019

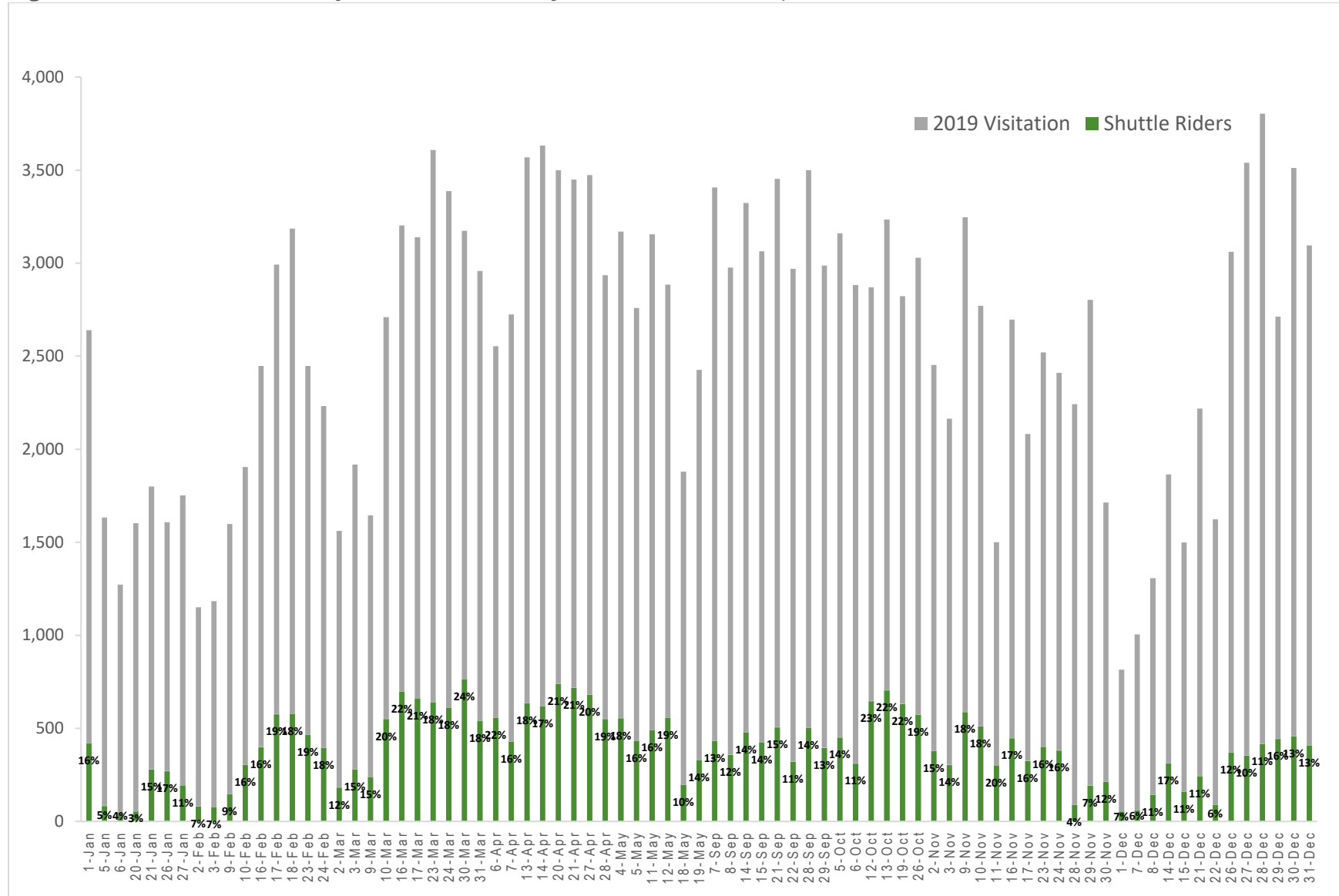
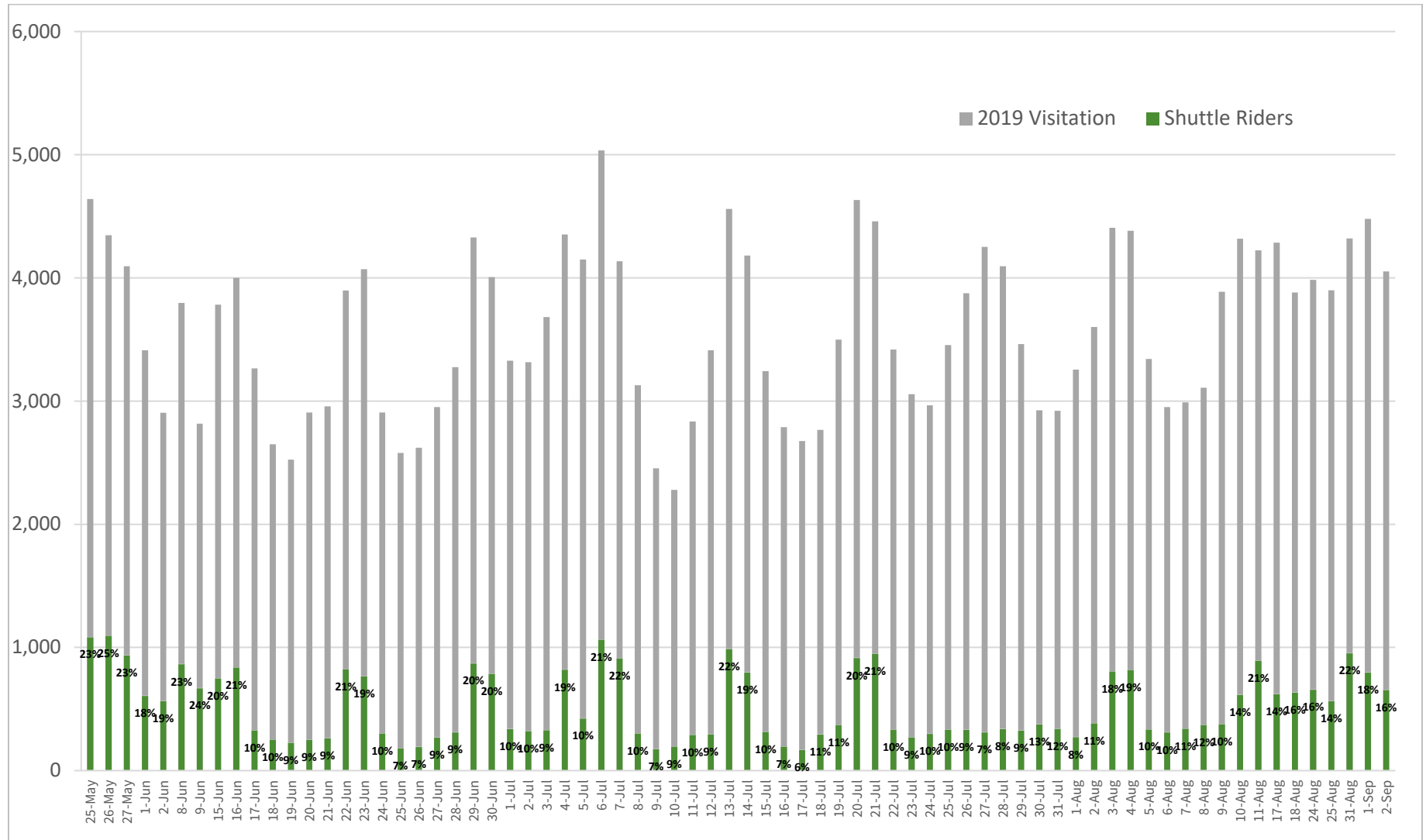


Figure 7: Peak Season Daily Weekday, Weekend & Holiday Shuttle Mode Share, 2019



Service Cost and Farebox Recovery

This section summarizes expenses and revenues for the 2019 season including the weekday service and compares them to the prior year.

Table 5 provides a breakdown of the total cost and revenue for the Shuttle compared to the previous four seasons. Table 6 summarizes cost-related performance measures. Costs are defined as total program costs. These are shared with the National Park Service as follows:

For the first 4,035 revenue hours of each federal fiscal year, operating costs net passenger revenue are shared 50/50 with the National Park Service. The NPS pays 100% of operating expenses for revenue hours beyond the 4,035 hours threshold.

All passenger revenues are calculated as \$5.00 per rider over age of sixteen. The NPS credits those revenues to Marin Transit.

The total service cost for the 2019 season was \$1,051,988, approximately 28.1% higher than last year. This includes operating, administration, and marketing costs. Operating cost in 2019 was \$935,346,

approximately 29.6% higher than previous year. The additional operating costs reflect the fee increases under the new operations contract with MV Transportation for Rural and Seasonal Services effective July 1, 2018.

The 2019 Shuttle costs included the full 12 months under the higher contract rates, compared to 2018 season, that included six months under the previous contract and six months under the new contract.

Three additional days of service and higher gas prices in 2019 also contributed to increased operating costs.

Compared to the 2018 season, the net program cost increased by 67% which is due to increase in operations, maintenance, and equipment costs and decreased fare revenue as a result of lower ridership.

Pass validation changed under the new reservation model, and this has increased the administrative costs associated with validating tickets and customer service. Under the new validation process, dedicated staff members validate pre-purchased tickets and sell walk-up tickets. The partner agencies provide a

dedicated position to support the ticket validation system.

Staff administrative costs slightly decreased in 2019 season. These costs had significantly increased in 2018 due the substantial operational changes triggered by the new reservation system.

Generally, the expanding the operation to year-round Shuttle service has reduced the need for a formal transition between each season. This reduces the need to focus on increased mobilization for driver training, signage, and marketing materials.

No major changes were made to the service this season. Staff reused information signs and reduced the amount of time dedicated to preparing for the start of the new season.

Marketing costs in 2019 increased compared to previous year. This season additional informational signs were provided at the Pohono Park & Ride Lot during weekdays to direct riders to the bus stop near the Sausalito Ferry Terminal. In addition, a new series of pocket guides with Shuttle and park information were printed in 2019. These also contributed to the increase in marketing costs.

As part of the fare collection process implemented in 2013, the Golden Gate National Parks Conservancy collected a 10% administrative fee. This fee was based on total ticket sales and covered the cost of fare

collection services. The 10% fees are no longer applicable with the new reservation system.

Farebox Recovery

The regular adult Shuttle fare is \$3.00 per round-trip. Youth under 16, seniors with a Lifetime National Park Pass, and disabled individuals with a Federal Lands Access Pass ride the Shuttle for free.

As shown in Table 5, the Shuttle collected \$426,510 in fares during the 2019 season. This was a decrease of approximately 4.6% from 2018. The amount collected represents a farebox recovery rate of 40.5%, about 26% lower than in 2018.

Cost per Service Hour

The average cost per service hour for the 2019 season was \$164.86, a this was a 0.6% increase over the previous season due to higher operating costs.

Cost per Trip

The cost per one-way passenger trip increased to \$7.16, about 54.7% higher than the previous year. The increase in cost per trip was due to higher overall costs and lower productivity during the off-peak periods in 2019.

Subsidized Cost per Trip

The average subsidy increased to \$4.26 per passenger in 2019. This is a 101.9% higher subsidy per trip compared to the 2018 season. The average subsidy in 2019 did not met the District's cost effectiveness target of \$3.00 per passenger.

Table 5: Shuttle Service Costs, 2015 – 2019

	2015	2016	2017	2018	2019	% Change 2018-2019
Operating Costs	\$386,054	\$364,799	\$341,911	\$721,916	\$935,346	29.6%
Marketing	\$7,239	\$5,087	\$2,758	\$1,909	\$3,594	88.2%
Maintenance & Equipment	\$37,161	\$47,364	\$49,735	\$19,675	\$36,335	84.7%
Marin Transit Admin/ Customer Liaisons	\$40,230	\$17,541	\$46,710	\$74,895	\$73,549	-1.8%
Fare Collection ⁽¹⁾	\$23,117	\$26,692	\$21,753	\$112	-	-100.0%
Total Cost of Program	\$512,015	\$461,966	\$466,368	\$821,081	\$1,051,988	28.1%
Fare Revenue	-	-	-	\$275,492	\$265,930	-3.5%
NPS \$2 subsidy	-	-	-	\$171,616	\$160,580	-6.4%
Total Fare Revenue	\$238,543	\$268,829	\$219,416	\$447,108	\$426,510	-4.6%
Net Program Cost	\$273,472	\$193,137	\$246,953	\$373,973	\$625,477	67%
Total NPS Share of Program Cost⁽²⁾	\$136,736	\$96,569	\$123,476	\$219,757	\$433,654	97%

Notes:

(1) As part of the fare collection process implemented in 2013, a 10% administrative fee based on total ticket sales covered the cost of fare collection services provided by the Golden Gate National Parks Conservancy.

(2) As part of the new agreement with National Park Service, net passenger revenue is shared 50/50 for first 4,035 revenue hours in each federal fiscal year. The National Park Service reimburses Marin Transit for operating costs for revenue hours exceeding 4,035 hours. The NPS reimburses Marin Transit for all passenger revenues based on \$5.00 per rider over the age of sixteen.

Table 6: Shuttle Cost Effectiveness Measures, 2015 – 2019

	2014	2015	2016	2017	2018	% Change 2018-2019
Farebox Recovery	46.6%	58.2%	47.0%	54.5%	40.5%	-26%
Cost per Service Hour	110.83	96.73	104.91	126.26	164.86	30.6%
Cost per passenger Trip	\$4.45	\$3.40	\$4.09	\$4.63	\$7.16	54.7%
Subsidy per Passenger	\$2.38	\$1.42	\$2.16	\$2.11	\$4.26	101.9%
Average Fare	\$2.07	\$1.98	\$1.92	\$2.52	\$2.90	15.2%

Conclusions and Recommendations

The Muir Woods Shuttle plays an increasing role in reducing congestion and provides a viable alternative transportation option to access the park. The goals of mitigating traffic and parking congestion are more and more important as park visitation levels increase. At the same time, the Shuttle has reached maximum capacity during the peak season. There are no additional vehicles available to increase service.

Parking

In January 2016, the County gradually began to restrict parking along sections of Muir Woods Road. In prior years, as many as 400 vehicles parked along the roadway's narrow shoulder during busy weekends. This led to environmental issues, including erosion, and safety and congestion issues due to visitors walking in the roadway from their cars to the park entrance. Marin County is preparing to eliminate all parking along Muir Woods Road in the next few years.

Under the new reservation model, the partner agencies changed the parking strategy to emphasize pre-planning and pre-purchase of parking reservations.

Reservations are required for all personal vehicles and shuttle riders visiting Muir Woods National Monument. The pricing incentivizes use of the Shuttle over driving, at \$8 for a parking reservation and \$3 for a Shuttle seat.

Sausalito Ferry Terminal

The Sausalito bus stop is not immediately visible from the ferry terminal. As demand for the Shuttle from Sausalito has grown, there are more passengers who have difficulty finding the stop.

Crowds and lack of signage also lead to passenger confusion in this location. More visible signage and a clearly defined waiting area should improve this issue. Staff continue to work with the City of Sausalito and Golden Gate Transit to determine appropriate means and locations for better signage and pavement markings where feasible.

Larkspur Ferry Terminal

In recent years, there have been ongoing issues with flooding at the Pohono Park & Ride lot during king tide season in winter. The flooding impacts access to the Pohono Park & Ride lot. As a result, Shuttle service cannot be accommodated during those Winter/Holiday

weekends at this location. Riders who had a reservation at Pohono had to be redirected to Sausalito or Marin City boarding locations. This has led to a lot of confusion and customer service issues.

Staff have been closely monitoring this issue. They are considering whether to permanently move the Pohono service to an alternative site to alleviate this recurring problem.

Larkspur ferry terminal is considered as an alternative location to provide Shuttle service in lieu of the Pohono Park & Ride lot. Operating the service from Larkspur will provide connections to Larkspur ferry and the SMART train. It would also expand the Shuttle coverage from Sausalito to further north in Marin County.

Muir Woods

In recent years, staff are increasingly concerned about long wait times for the return trip from the National Monument. Long waits primarily happen at the end of the day when the park closes. This issue is compounded by the number of visitors who take transportation network company services to the park. These visitors cannot order a return trip due to lack of cellular service and must rely on the Shuttle for their return.

The will-call line at Pohono has started to lengthen as more visitors arrive at the end of the day. The Shuttle must provide additional trips at the end of the day to take passengers

to Muir Woods and return them to Pohono when the park closes.

This has continued to be an issue even with the reservation system. Visitors who pre-purchase their shuttle seats are not required to pre-book their return on specific buses on the Sausalito route or specific time slots on the Pohono route.

In response to this issue, the partners reduced the capacity of online reservations for late day time slots to accommodate visitors who walk-up late in the day.

Staff continue to closely monitor this activity to identify additional solutions to alleviate late day capacity issues and balance the return demand during the late day peaks.

Ticket Sales and Validation

Under the reservation system, dedicated staff members use handheld scanners to validate pre-purchased tickets and sell walk-up tickets. The scanning process has improved the speed of ticket validation at Pohono.

There have been problems with scanners not validating tickets due to glare at some stop locations. This has impacted recording actual redeemed tickets and subsequently led to under reporting ridership.

Staff are considering alternatives to speed the validation process and reduce issues related to glare at the stop locations and the length of passenger wait times.



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May 4, 2020

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

SUBJECT: Ratify Actions Taken by General Manager during COVID-19 Public Health Emergency

board of directors

Dear Board Members:

dennis rodoni
president
supervisor district 4

RECOMMENDATION: Ratify actions taken during the COVID-19 public health emergency as listed in Attachment A.

kate colin
vice president
city of san rafael

SUMMARY: The COVID-19 pandemic has presented a host of new challenges for Marin Transit over the past several weeks. This report outlines actions the General Manager and staff have taken to address emerging needs resulting from the COVID-19 pandemic, identifies the policies under which the actions were taken, and recommends that your Board ratify these actions.

judy arnold
2nd vice president
supervisor district 5

BACKGROUND: The COVID-19 pandemic has required us to be flexible and nimble in responding to new orders and new information arriving nearly every day over the past seven weeks. Marin Transit staff quickly changed service and implemented new operating procedures to address these unprecedented circumstances. Over the past several weeks we have turned to Marin Transit policies and procedures for guidance on actions needed to keep our staff, contractor personnel, and passengers safe while operating essential transit service. Our policies and procedures have served us well, and we were able to take emergency actions swiftly.

damon connolly
director
supervisor district 1

Emergency Declarations and Orders

eric lucan
director
city of novato

On March 4, 2020, Governor Newsom proclaimed a State of Emergency due to the COVID-19 outbreak, followed by the President of the United States declaring a National Emergency on March 13, 2020. The Marin County Public Health Officer issued a Shelter in Place Order on March 16, 2020 followed by further Orders extending the duration of Shelter in Place and providing additional clarifications on requirements to slow the transmission of COVID-19.

katie rice
director
supervisor district 2

Policy Guidance

kathrin sears
director
supervisor district 3

Marin Transit has approved policies and procedures for many aspects of the organization’s management and operation. The Board of Directors has adopted certain of these policies. During the pandemic, two key Board-adopted policies have guided actions

Marin Transit staff have taken. The Procurement Policy and Procedures set forth requirements for procurement actions and ensure conformance with applicable Federal, State, and local law. Under normal, non-emergency conditions, the procurement policy enables the General Manager to approve all contracts valued at less than \$25,000. All contracts in excess of \$25,000 must be approved by the Board of Directors. Section 2.1.7 of the Procurement Policy addresses emergencies and states that the General Manager may authorize the award of contracts or change orders that exceed Marin Transit's threshold for approval when local, State or national officials declare an emergency for Marin Transit's service area.

The Public Hearing Policy is intended to encourage public comment and input into decision-making on fares, major service changes, and environmental reviews required under federal and state laws. These include CEQA, NEPA, and federal Title VI civil rights laws and regulations. Major service changes are defined as aggregate changes in a route's revenue hours or routing. The policy identifies several exceptions to the major service change definitions, including changes to supplemental and seasonal routes.

In addition to these key Board-adopted policies, Marin Transit operates under a series of Human Resources, Financial Management, and Civil Rights policies. During the pandemic, staff have also followed guidance and requirements put forth by the Federal Transit Administration and the Marin County Department of Health and Human Services.

Actions Taken

The pandemic and resulting orders of the County's Public Health Officer have required the General Manager to take immediate actions that might have otherwise been presented for the Board's consideration at its regularly scheduled meetings. Due largely to the public health emergency, the Marin Transit Board meeting scheduled for April 4, 2020 was cancelled. Attachment A includes the actions the General Manager and staff have taken over the past several weeks. The actions are identified under three categories, as described below.

Procurement and Financial

The General Manager amended the operations agreements with Whistlestop and MV Transportation. The amendments provide compensation for the revenue hours that these contractors would have normally provided if reduced demand for paratransit trips had not occurred and the District had not cancelled supplemental school routes and Muir Woods Shuttle service. To help retain a qualified workforce, these amendments (Attachments B and C) allow contractors to continue to pay personnel that might have been furloughed with specific conditions. The amendments permit the contractors to perform other work, such as meal delivery to seniors and disabled, using their employees and Marin Transit vehicles. These amendments are for the period from April 1, 2020 through June 30, 2020. There is no cost increase to continue paying these contractors for planned service hours as they are within the General Manager's purchasing authority and allowed under the Procurement Policy emergencies provision.

The General Manager authorized Marin Airporter, MV Transportation, Whistlestop, and Golden Gate Transit to be reimbursed for sanitizing vehicles and equipment, personal protective equipment, hand sanitizers, and other materials and supplies related to addressing recommended safety procedures consistent with the Centers for Disease Control and Prevention (CDC) and Occupational Safety and Health Administration (OSHA) guidance. The contractors estimate these costs will total approximately \$150,000 for the period from March 16, 2020 through June 30, 2020. The General Manager is authorized to make this commitment under the Procurement Policy emergencies provision.

With the closure of Marin County schools, staff suspended the Michael's Transportation contract for Ross Valley yellow bus service, and Marin Transit offered parents refunds on passes purchased. The Ross Valley Yellow Bus Program Joint Exercise of Powers Agreement (JEPA) advised Marin Transit staff to make the refunds and to provide a retention incentive payment to the Michael's Transportation drivers for a total of up to \$12,000. The Mill Valley School District holds the contract for yellow bus services in Mill Valley, and Marin Transit staff manage the pass sales. At the direction of the School District and the City of Mill Valley, staff is providing refunds of bus passes purchased. Existing policies permit these actions.

The General Manager temporarily increased the balance of Marin Transit's operations account to \$7,000,000 from the \$3,500,000 recommended in the District's investment policy. The increased operations account balance ensures that funds are available to meet financial obligations. This applies even if there is a disruption in revenues or future difficulty transferring funds from the District's County investment account to the operations account at Bank of Marin. Staff will return to the Board with a policy revision to address this situation on an ongoing basis.

With the concurrence of Marin Transit Board President Rodoni, the General Manager approved the purchase of nine replacement shuttles and 15 replacement paratransit vehicles. The Board will consider ratifying this purchase in a separate item on the May 4, 2020 Board agenda.

Service and Operations

With the closure of Marin County schools and the Muir Woods National Monument, staff suspended supplemental transit routes serving schools and the Muir Woods Shuttle. The District's public hearing policy allows staff to take these actions without a public hearing. Changes to supplemental and seasonal services are exceptions under the major service change requirements. Additionally, the Federal Transit Administration does not require a Title VI service equity analysis for service changes made in response to the emergency.

Staff offered free fares on Connect beginning in March to provide an attractive alternative for essential trips. Promotional fares established on a short-term basis are not subject to the Marin Transit public hearing requirement. FTA does not require Title VI analyses for fare changes (e.g., free fares) made in response to the emergency.

Staff and our contractors have enacted operations policies and posted rider notices to address changing conditions posed by the COVID-19 pandemic. The FTA issued a Safety Advisory recommending that transit agencies develop and implement procedures consistent with the Centers for Disease Control and Prevention (CDC) and Occupational Safety and Health Administration (OSHA) guidance, to the maximum extent possible. Specifically, the advisory recommends frequent cleanings, social distancing practices, and the use of face coverings and personal protective equipment (PPE) to reduce the risk of COVID-19 spread among employees and passengers. The Marin County Department of Health and Human Services has issued orders and guidance impacting the provision of public transit service. Examples of the policies and rider postings Marin Transit staff and our contractors have enacted are:

- Posted CDC guidelines in English and Spanish on buses.
- Posted signs to maintain six feet of separation on buses.
- Provided hand sanitizer to drivers and passengers, as available from suppliers.
- Provided other Personal Protective Equipment (PPE) as needed and available.
- Required additional cleaning of buses.
- Required drivers and passengers to wear face coverings.

- Limited the number of riders per bus to enforce social distancing.
- Provided ongoing rider announcements related to service cancellations on local fixed route services operated by Golden Gate Transit.

These actions are permitted within the existing policies and procedures.

Administration and Personnel

The State of California's Brown Act is intended to provide public access to meetings of California local government agencies. Marin Transit is following the State's new provisions of the Brown Act for conducting meetings remotely.

The General Manager approved a Human Resources Policy covering Emergency Paid Sick Leave and FMLA Leave Expansion as a result of the Families First Coronavirus Response Act. That policy change has been communicated to all employees.

The General Manager authorized staff to telecommute during the Shelter In Place Order. Fourteen of 16 Marin Transit administrative staff are working remotely on a full-time basis. This action is permitted under Marin Transit's Telecommuting Policy.

Staff will return to the Board with updates to the Administration Policies to reflect changes in the Brown Act and required personnel policy changes.

Summary

Staff recommends the Board ratify the actions taken by the General Manager and staff in response to the COVID-19 pandemic as summarized in Attachment A. Staff will return to the Board with policy updates in the coming months.

FISCAL/STAFFING IMPACT: Additional costs for sanitizing vehicles, and materials, supplies, and personal protective equipment required to respond to COVID-19 are estimated to be approximately \$150,000. Other actions taken by the General Manager and staff to date are not anticipated to have a cost impact. These costs are within the budgeted amounts for FY 2019/20.

Respectfully submitted,



Nancy Whelan
General Manager

Attachment A: Actions Taken During COVID-19 Public Health Emergency
Attachment B: Third Amendment to Agreement with Whistlestop for Paratransit Services
Attachment C: Third Amendment to Agreement with MV Transportation for Fixed Route Maintenance and Operations

ATTACHMENT A

Actions Taken During COVID-19 Public Health Emergency

Procurement/Contract Actions and Financial Actions

1. Authorized contract amendments to MV Transportation and Whistlestop contracts to allow employees to be paid when services have been reduced or cancelled during the pandemic. (See Attachment B and C)
2. Approved use of paratransit drivers and vehicles to support countywide needs related to food and pharmacy delivery for those who are unable or unwilling to leave home.
3. Authorized reimbursements to contractors for additional personal protective equipment, and materials, supplies and related expenses to sanitize vehicles and other equipment.
4. As agreed to by the Ross Valley Yellow Bus Program JEPAs, authorized driver retention incentive to Michael's for amount not to exceed \$1,200 and refunded (in the process of refunding) bus pass payments for services not provided while school was not in session.
5. As agreed to by the Mill Valley School District and City of Mill Valley, refunded (in the process of refunding) bus pass payments for service not provided while school was not in session.
6. Temporarily increased the balance of Marin Transit's operations account to \$7,000,000 from the \$3,500,000 recommended in the District's investment policy.
7. Purchased replacement transit vehicles to meet procurement deadline. (Separate item on May 4, 2020 Marin Transit Board Agenda)

Service and Operations

1. Suspended Supplemental School Routes and yellow school bus service to Ross Valley School District effective March 13, the date of Marin County school closures.
2. Suspended Muir Woods Shuttle service effective March 16, following the Shelter in Place Order and the closure of Muir Woods National Monument.
3. As permitted by the Federal Transit Administration, no Title VI service equity analysis was conducted for service changes.
4. Offered free fares on Connect to provide an alternative for essential trips.
5. Enacted operations policies and rider postings, such as:
 - a. Posted CDC guidelines in English and Spanish on buses.
 - b. Posted signs to maintain six feet of separation on buses.
 - c. Provided hand sanitizer to drivers and passengers, as available from suppliers.
 - d. Provided other Personal Protective Equipment (PPE) as needed and available.
 - e. Required additional cleaning of buses.
 - f. Required drivers and passengers to wear face coverings.
 - g. Limited the number of riders per bus to enforce social distancing.
 - h. Ongoing rider announcements related to service cancellations on local fixed route services operated by Golden Gate Transit.

Administration and Personnel

1. Enacted new provisions of the Brown Act for conducting public meetings remotely.

- 2. Approved Human Resources policy covering Emergency Paid Sick Leave and FMLA Leave Expansion.
- 3. Authorized Marin Transit staff to telecommute.

THIRD AMENDMENT TO AGREEMENT**BY AND BETWEEN THE****MARIN COUNTY TRANSIT DISTRICT AND MARIN SENIOR COORDINATING COUNCIL
DATED DECEMBER 28, 2015**

THIS AMENDMENT is made and entered into this 27th day of April 2020, by and between the MARIN COUNTY TRANSIT DISTRICT, a political subdivision of the State of California (hereinafter referred to as "District") and Marin Senior Coordinating Council (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the District and the Contractor entered into an Agreement on December 28, 2015 ("Agreement"); and

WHEREAS, the terms of the Agreement (#151629) require operations and maintenance of Marin Access intercounty and intracounty paratransit services; and

WHEREAS, the parties amended the Agreement to increase compensation to drivers and other staff as evidenced in the First Amendment (#171829); and

WHEREAS, the parties amended the Agreement to increase the total maximum cost to the District to include the Marin Transit Connect pilot project start-up cost, to define the Transit Connect service hours for which the District will compensate the Contractor, and to further clarify the requirements of drivers and dispatchers as it relates to the pilot project as evidenced in the Second Amendment (#181911); and

WHEREAS, on March 4, 2020 the Governor of the State of California proclaimed a State of Emergency to exist in California as a result of the threat of the COVID-19 outbreak; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the COVID-19 outbreak; and

WHEREAS, on March 16, 2020, the Health Officer of the County of Marin ("Health Officer") ordered all individuals living within Marin County to shelter at their place of residence ("Shelter in Place Order") for three weeks beginning on March 17, 2020 through April 7, 2020. The Order limits activity, travel and business functions. On March 31, 2020, the Health Officer extended the Shelter in Place Order through May 3, 2020; and

WHEREAS, on March 27, 2020 the President of the United States signed the CARES Act, including \$1.3 Billion in public transit funding directed to Bay Area operators through Federal Transit Administration (FTA) formulas (Sections 5307 and 5311); and

WHEREAS, the impacts of COVID-19 and the Shelter in Place orders have caused a significant decline in demand for Marin Access services; and

WHEREAS, Marin Access reductions in demand have significantly reduced service hours operated by Contractor and have resulted in reductions in driver work hours; and

WHEREAS, CARES Act funding provides financial resources to Marin Transit to minimize impacts to Contractor and its workforce during the COVID-19 public health emergency; and

WHEREAS, the parties desire to retain a qualified workforce during the COVID-19 public health emergency and to continue to pay workers who would otherwise experience a reduction in paid hours; and

WHEREAS, the duration and full impact of the COVID-19 public health emergency is not yet known.

NOW, THEREFORE, IT IS AGREED:

- 1) Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect; and
- 2) The Agreement requirements and responsibilities will be amended to add **H. COVID-19 Public Health Emergency Payments**, to Section 401 COMPENSATION TO CONTRACTOR, as follows:
 - a. Unless the Agreement is terminated, Marin Transit will continue to pay the fixed monthly fee as specified in the Agreement, and Contractor shall continue to employ those Contractor employees paid from the fixed fee. Contractor will be required to provide evidence of payment such as payroll records for employees included in the fixed fee.
 - b. Marin Transit will reimburse Contractor for direct costs for additional vehicle cleaning and supplies and other materials, supplies, and improvements to keep passengers and drivers safe as related to COVID-19.
 - c. Marin Transit will assist Contractor's efforts to retain drivers and minimize financial impacts to drivers during the period of reduced demand experienced with the Shelter in Place Order. Specific actions include:
 - i. Reduce (passengers per revenue hour) productivity target to allow more drivers to carry fewer passengers per vehicle. This will improve social distancing and keep more drivers working.
 - ii. Marin Transit supports spreading work among drivers.
 - iii. After Marin Transit's written approval of proposed plan for service and billing, Contractor may use drivers and Marin Access vehicles to deliver food/meals and supplies to registered paratransit riders who cannot otherwise travel due to the pandemic.
 - d. Marin Transit will pay Contractor a monthly supplemental payment at the hourly rates specified in the Agreement for intercounty and intracounty paratransit for hours not operated as a result of service reductions due to COVID-19 ("supplemental" hours) and not operated under Section 401.H.c, if the following conditions are met:
 - i. Drivers continue to be employed and on Contractor's payroll. Drivers cannot claim Unemployment Insurance and must withdraw any current claims.

- ii. Drivers must be available for work during what would have been their normal shift if called for duty.
 - iii. Driver payroll hours must be a minimum of 110% of total billed hours (operated hours plus supplemental hours).
 - iv. Contractor must provide Marin Transit with a certified payroll report to verify that drivers were paid their full wages.
- e. Contractor shall invoice for hours by program and include separate line items for each type of hours: operated hours, operated hours under Section 401.H.c, and supplemental hours.
- f. The effective date of payment for Section 401.H.e. shall be April 1, 2020 through June 30, 2020 or when regular service levels resume, whichever is earlier.
- g. Invoiced hours by program shall not exceed the actual hours operated or the minimum allowable hours, whichever is higher, the value of which shall not exceed the contract value for FY 2019-20.
- h. Reimbursement for direct costs allowed in 401.H.b. shall be for direct costs incurred during the period March 17, 2020 through June 30, 2020, shall be identified as a separate item on the monthly invoice, and shall not exceed \$20,000.
- i. Table of Minimum Allowable Hours by Program, by Month (FY 2020)

Program	% change (FY19-FY20)	April 2020	May 2020	June 2020
Local Paratransit	-3.0%	5,204	5,465	4,900
Regional Paratransit	-11.2%	608	680	564
Novato DAR	-0.6%	198	191	190
Rural DAR	+2.2%	31	36	31
Connect	-15.9%	484	440	402

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

Approved as to Form

MARIN COUNTY TRANSIT DISTRICT

Deputy County Counsel

By *Nancy E. Whelan*
General Manager

MARIN SENIOR COORDINATING COUNCIL

By _____
Chief Executive Officer

192064

THIRD AMENDMENT TO AGREEMENT

BY AND BETWEEN THE

**MARIN COUNTY TRANSIT DISTRICT AND MV PUBLIC TRANSPORTATION, INC.
COMMENCEMENT DATE JULY 1, 2018**

THIS AMENDMENT is made and entered into this ^{23rd} day of April 2020, by and between the MARIN COUNTY TRANSIT DISTRICT, a political subdivision of the State of California (hereinafter referred to as "District") and MV Public Transportation, Inc. (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the District and the Contractor entered into an agreement (#171871) for fixed route operations and maintenance services to commence on July 1, 2018 ("Agreement"); and

WHEREAS, the parties previously amended the Agreement to add two required Federal Transit Administration clauses to Attachment J as evidenced in the First Amendment to Agreement (#171882); and

WHEREAS, the parties further amended the Agreement to include additional call center, dispatch, and administration to support the Catch-A-Ride program and Marin Transit Connect program as evidenced in the Second Amendment to Agreement (#171883); and

WHEREAS, on March 4, 2020 the Governor of the State of California proclaimed a State of Emergency to exist in California as a result of the threat of the COVID-19 outbreak; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the COVID-19 outbreak; and

WHEREAS, on March 13, 2020, the Marin County Office of Education (MCOE) announced that public schools in Marin County would close due to the COVID-19 outbreak and on April 7, 2020 MCOE announced that school closures would extend through the end of the school year; and

WHEREAS, on March 16, 2020, the Health Officer of the County of Marin ("Health Officer") ordered all individuals living within Marin County to shelter at their place of residence ("Shelter in Place Order") for three weeks beginning on March 17, 2020 through April 7, 2020. The Order limits activity, travel and business functions. On March 31, 2020, the Health Officer extended the Shelter in Place Order through May 3, 2020; and

WHEREAS, on March 16, 2020 the National Park Service announced the temporary closure of Muir Woods National Monument; and

WHEREAS, on March 27, 2020 the President of the United States signed the CARES Act, including \$1.3 Billion in public transit funding directed to Bay Area operators through Federal Transit Administration (FTA) formulas (Sections 5307 and 5311); and

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WHEREAS, the impacts of COVID-19 and the Shelter in Place orders and the resulting school closures, closure of Muir Woods National Monument, and closure of Marin County public parks have caused Marin Transit to suspend supplemental transit routes serving Marin County schools, the Muir Woods Shuttle, and to limit weekend service to West Marin; and

WHEREAS, Marin Transit service reductions have significantly reduced service hours operated by Contractor and have resulted in reductions in bus driver work hours; and

WHEREAS, CARES Act funding provides financial resources to Marin Transit to minimize impacts to Contractor and its workforce during the COVID-19 public health emergency; and

WHEREAS, the parties desire to retain a qualified workforce during the COVID-19 public health emergency and to continue to pay workers who would otherwise experience a reduction in paid hours; and

WHEREAS, the duration and full impact of the COVID-19 public health emergency is not yet known.

NOW, THEREFORE, IT IS AGREED:

- 1) Except as otherwise provided herein all terms and conditions of the Agreement and any prior amendments to the Agreement shall remain in full force and effect.
- 2) The Agreement requirements and responsibilities will be amended to add **H. COVID-19 Public Health Emergency Payments**, to Section 401 COMPENSATION TO CONTRACTOR, as follows:
 - a. Unless the Agreement is terminated, Marin Transit will continue to pay the fixed monthly fee as specified in the Agreement, and Contractor employees paid from the fixed fee shall continue to be employed according to their full-time or part-time status on March 17, 2020.
 - b. Marin Transit will reimburse Contractor for direct costs for additional vehicle cleaning and supplies and other materials, supplies, and improvements to keep passengers and drivers safe as related to COVID-19.
 - c. Marin Transit will assist Contractor's efforts to retain drivers and minimize financial impacts to drivers during the period of reduced service experienced with the Shelter in Place Order. Specific actions include:
 - i. Marin Transit supports spreading work among drivers.
 - ii. Contractor may assign drivers to perform trips booked under the Catch-A-Ride program.
 - iii. Marin Transit will consider proposals from Contractor for other productive work to be performed by drivers. Proposals will be considered on a case by case basis and approval will be required by Marin Transit in writing prior to commencing efforts.
 - d. Marin Transit will pay Contractor a monthly supplemental payment at the hourly rates specified in the Agreement, for hours not operated as a result of service reductions due

to COVID-19 (supplemental hours) and not operated under Section 401.H.c, if the following conditions are met:

- i. Drivers continue to be employed and on Contractor’s payroll. That is, drivers cannot claim Unemployment Insurance and must withdraw any current claims.
 - ii. Drivers must be available for work during what would have been their normal shift if called for duty.
 - iii. Driver payroll hours must be a minimum of 110% of invoiced hours (total of operated hours and supplemental hours).
 - iv. Contractor must provide Marin Transit with a certified payroll to verify that drivers were paid their full wages.
 - v. Non-Contractor employees hired as sub-contractors to fill open driver positions shall not be included as driver payroll hours.
 - vi. All maintenance workers continue to be employed and on Contractor’s payroll. All maintenance work shall continue including addressing any deferred maintenance on Marin Transit vehicles and equipment.
- e. Contractor shall invoice for hours by program not to exceed the allowable billable hours in the table below. Contractor will identify hours billed as operated, allow under Section 401.H.b and c, or supplemental.
- f. The effective date of payment for Section 401.H.d. shall be April 1, 2020 through June 30, 2020 or when regular service levels resume, whichever is earlier.
- g. Total billed hours shall not exceed the amounts in the table below, the value of which shall not exceed the contract value for FY 19/20.
- h. Reimbursement for direct costs allowed in Section 401.H.b. shall be for direct costs incurred during the period March 17, 2020 through June 30, 2020, shall be identified as a separate item on the monthly invoice, and shall not exceed \$7,500.
- i. The “allowable” hours shown in the table below represent the planned revenue hours by month (FY 2020) prior to the Shelter In Place order and represent the maximum number of hours that can be billed monthly for each type of service operated by Contractor. Any missed service reported in the Daily Activity Sheet due to driver shortage or other reasons should be subtracted from these hour totals each month.

Allowable Billable Hours, by service type, by Month (FY 2020)

Service Type	April 2020	May 2020	June 2020
Stagecoach (Routes 61 & 68)	1367.4	1475.8	1367.4
Muir Woods Shuttle (Routes 66 & 66F)	383.4	719.2	745.1
Supplemental School (Routes 113, 115, 117, 119, 125, 139, 145, 149, 151, & 154)	418.0	491.9	246.5
College of Marin (Route 122)	321.2	233.6	0.0

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3) Liquidated Damages outlined in Section 403 of the Agreement and financial penalties for driver shortages (Supervisors driving) that were relaxed in March of 2020 will be enforced again effective April 1, 2020.

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

MARIN COUNTY TRANSIT DISTRICT

MV Public Transportation, Inc.

By *Nancy E. Whelan*
General Manager

By _____

Title _____



711 grand ave, #110
san rafael, ca 94901

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fax: 415.226.0856
marintransit.org

May 4, 2020

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

SUBJECT: Marin Transit Connect Program Update

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATION: Information only.

SUMMARY: Throughout the current pilot of Connect, planning staff have monitored and adjusted service levels to better match vehicle supply to rider demand. In July 2019, staff brought to your Board a one-year evaluation report of the program. The report concluded that Connect has succeeded in providing first-last mile connections to major employment sites from the Civic Center SMART station. The analysis demonstrated that Connect had not met the recommended \$15 per passenger subsidy or 4 passengers per hour performance targets despite improvements over the course of the program. The report also found that the service was not meeting expectations for attracting senior and ADA-eligible riders, the primary objective of the program.

In January 2020, your Board approved changes to the on-demand Connect pilot program that expanded the service area and changed fares. Staff requested this extension to continue to test the pilot and attract more senior/ADA riders to use the service. The new service area serves downtown San Rafael and expanded areas in Santa Venetia, Marinwood and Lucas Valley. The District moved from a flat fare to a distance-based rate of \$4 per mile and retained a \$3 per trip flat fare for Marin Access riders. This staff report describes the observed impacts since expanding the Connect service area and changing the fare structure on February 3, 2020 and recommends additional changes to the program.

The focus of the February 2020 changes was to increase senior/ADA ridership by expanding the geographic coverage of the service. The program currently has only four dedicated vehicles, and the expanding the service area without degrading the quality of service is challenging in the absence of other changes. Examples of decreased service quality include increased walk and ride times, and pick-up time estimates, and decreased availability. Recognizing shortcomings in the program's financial stability, staff proposed to change fares concurrently with the expanding the service area. The

goal is to improve the cost-effectiveness of the program (reduce subsidy per passenger) and limit excess demand for trips that could use other available first/last mile services. The fare changes included moving general public riders to distance-based fares (\$4.00 per mile) and leave senior/ADA riders as a flat fare (\$3.00).

Staff requested that your Board make changes to the Connect service area, fare policy, and fare pricing to increase the attractiveness of the program for senior/ADA passengers, especially those needing wheelchair access. Staff expected these changes to attract more senior/ADA riders with service to downtown San Rafael and connections to targeted destinations for many paratransit trips based on surveying these passengers through the app in late 2019.

The data available to assess the impacts of the February 3, 2020 changes is limited due to the impact of the COVID-19 pandemic and the Marin County Shelter-In-Place orders issued on March 16, 2020. Based on 25 days of operations, staff have the following observations the new service area and fare structure between February 3 and March 6, 2020.

The total ridership data shown in **Figure 1** indicates February ridership remained strong with 1,289 passenger trips, comparable to previous months in FY 2019/20. This represented a 12 percent increase in ridership compared to February 2019. Overall, monthly ridership has remained generally consistent over the course of the last eight months. Months with lower ridership were affected by service gaps due to holidays or recent power outages caused by wildfires.

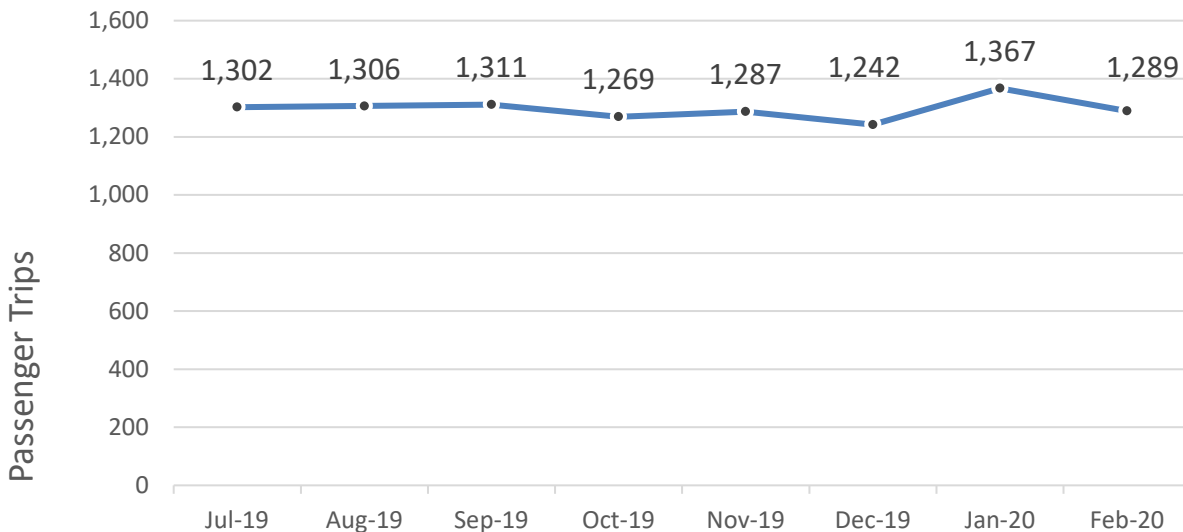


Figure 1: FY 2019/20 Monthly Ridership

Staff has also found that daily ridership demonstrates a similar consistency to monthly performance data. Average daily ridership has trended slightly upward during the second year of the pilot phase, as seen in **Figure 2**. Data for March 2020 represents the first full week of March (the first full week of service before ridership declines due to COVID-19 outbreak).

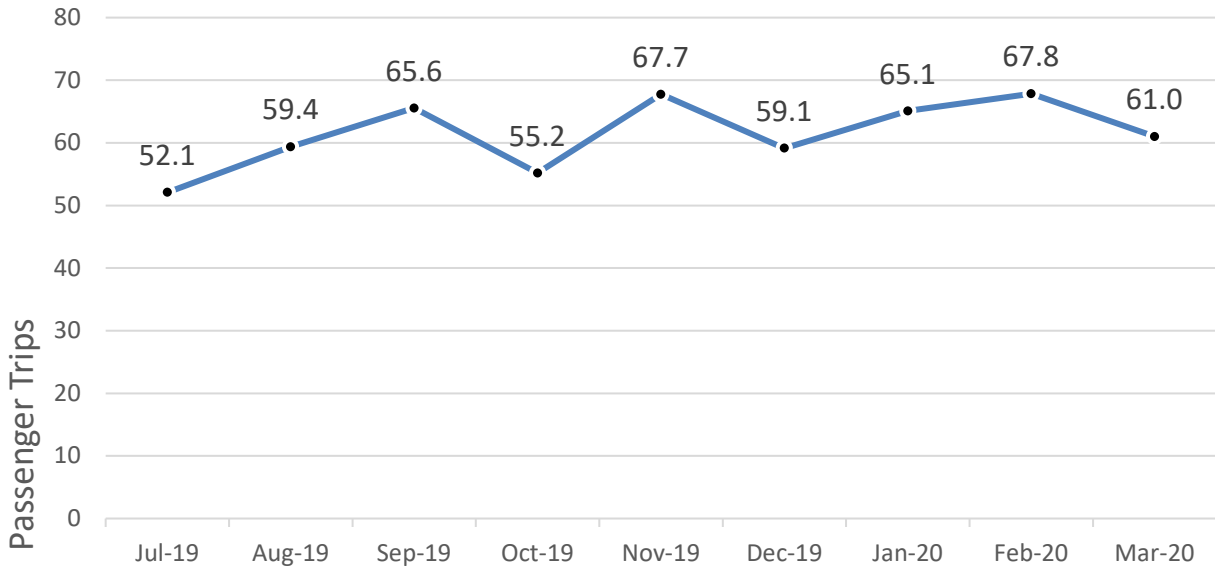


Figure 2: Average Daily Ridership

The Connect one-year evaluation report highlighted that over two-thirds of Connect riders used the service to access jobs and nearly half earned over \$100,000 per year. The Connect service continues to be effective in serving the first or last mile connection from SMART to employment centers. Most of those trips consist of Kaiser and Marin County employees whose trips are subsidized by the employer through an agreement with the District. These trips are referred to as “Employer Sponsored” trips throughout this letter. February employer-sponsored performance data in **Figure 3** shows that the employment share of trips remained steady at about 40 percent compared to the prior month. This is consistent with what staff predicted in the January 2020 Board report.

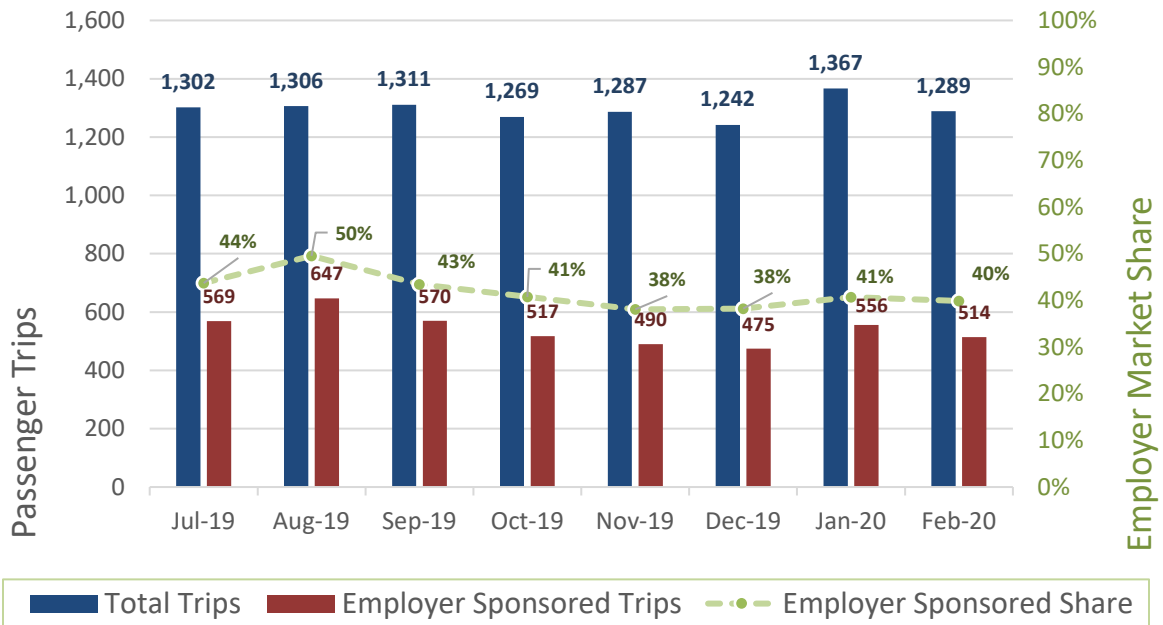


Figure 3: FY 2019/20 Monthly Employer-Sponsored Ridership

The Connect pilot program provided an opportunity to test how on-demand public transit service could serve multiple markets. The primary goal of the program was to provide an on-demand service for those who do not have other options due to accessibility issues or income restrictions. Staff predicted a \$3.00 flat fare would increase the attractiveness of the Connect program for senior/ADA riders, without being cost-prohibitive. The \$3.00 Marin Access flat fare is also in line with the proposed \$3.00 paratransit fare and \$4.00 base fare on Catch-A-Ride that will go into effect on July 1, 2020.

Analyzing the activity of Marin Access client and wheelchairs trips (designated as WAV/ADA) in **Figure 4**, February 2020 data shows a five percent increase in these trips. The highest rise in the number of Marin Access accounts created in February compared to prior months of the pilot.

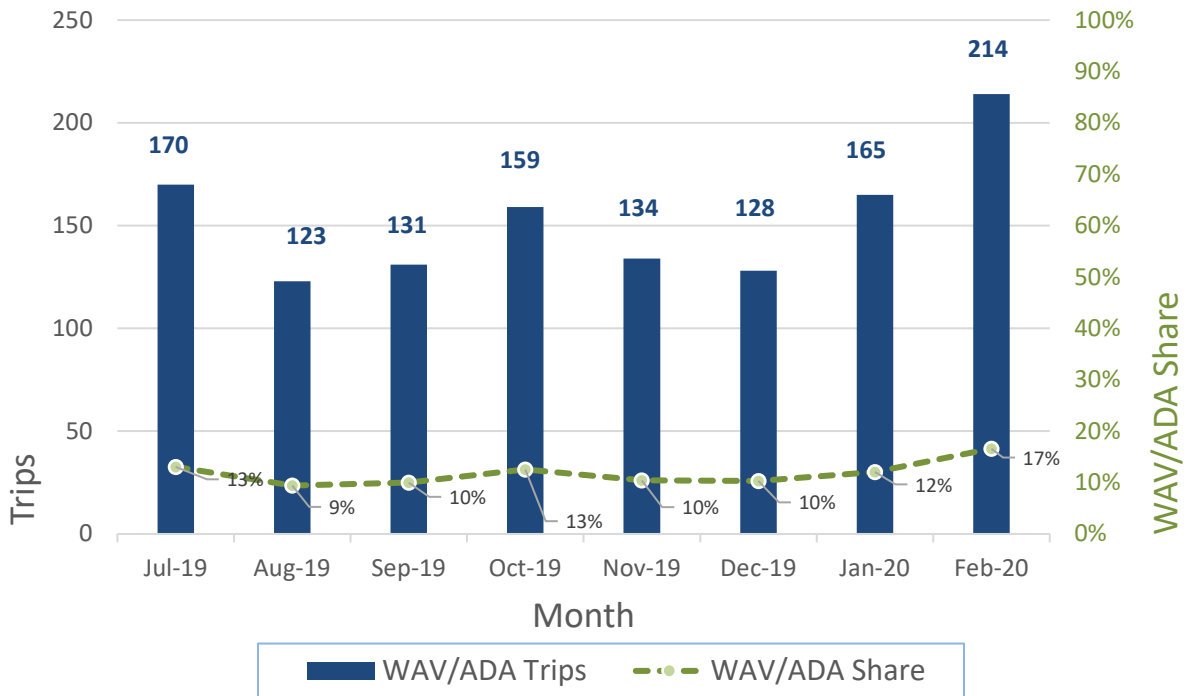


Figure 4: FY 2019/20 Activity from Wheelchair and Marin Access Clients

The February Connect fare changes increased general public fares to be closer to the market rate and as an incentive to consider other options for first/last mile connections to transit services. General public fares are more comparable to other shared ride on-demand services in the county, such as Uber and Lyft, and taxi options. Connect was not intended to directly compete with these services through subsidized fares or to duplicate TAM’s GET2SMART program for SMART station first/last mile access. Thus, staff predicted that a \$4 per mile distance-based fare will likely decrease ridership from those who pay on a per trip basis and encourage them to seek a different trip option. Staff conducted a survey of Connect riders in advance of the proposed fare changes. Based on the findings, staff anticipated that the implemented changes will potentially shift some general public ridership demand from Connect to other services. **Figure 5** shows that the general public market slightly decreased its share of trips in February compared to January 2020. WAV/ADA trips slightly increased, and employer trips remained relatively consistent.

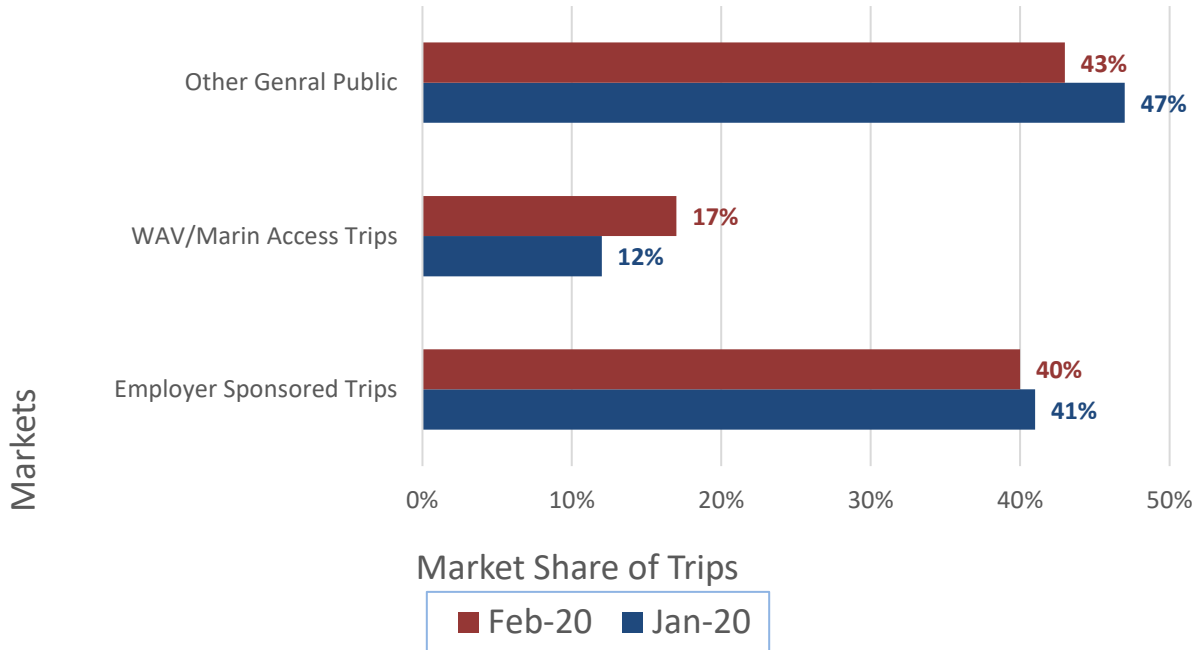


Figure 5: Observed Market Changes Following Fare and Service Area Changes

The District has continually adjusted the supply of service to better target demand and productivity. The productivity trends shown in **Figure 6** indicate that performance is improving overall, with a slight decrease in productivity in February and March 2020. March data includes only the first full week of the month as performance on Connect significantly dropped due to COVID-19.

Staff estimated that the program would need to expand the availability of vehicles and driver hours to accommodate the new service area. Overall, staff expected increased utilization of Connect with an expanded service area, though the ability to market the program and grow ridership has been limited due to COVID-19. It is difficult to evaluate the impact of the expanded service area and fare changes beyond the first five weeks given the Coronavirus' effect on transit ridership across all program types.

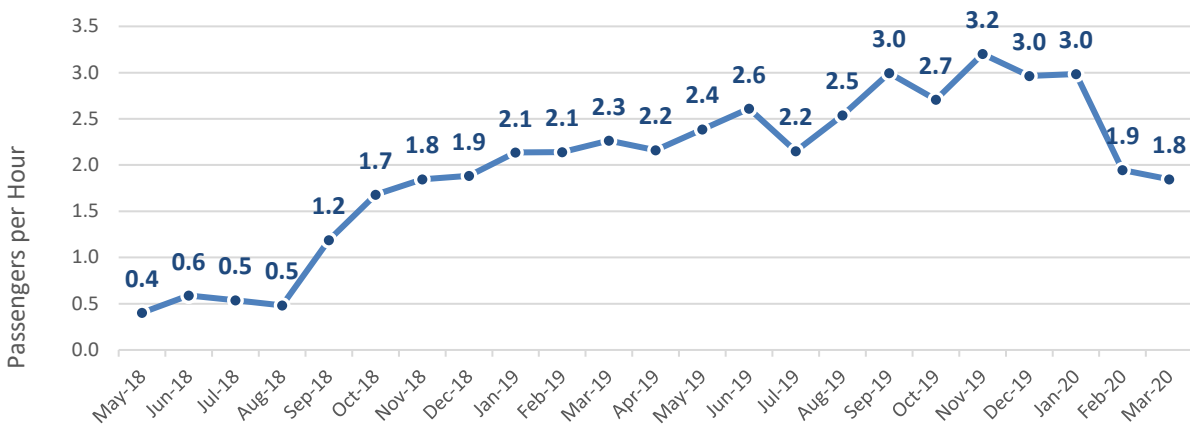


Figure 6: Productivity (Passengers per Revenue Hour), May 2018-March 2020

The changes to the Connect fare structure has resulted in a significant increase in the average fare per passenger trip. Figure 7 shows that average fares ranged between \$2.00 and \$3.00 per trip prior to the February 2020 changes. After the fare change, the average fare for employer-sponsored trips increased to \$6.14 per trip and non-employer sponsored trips went up to \$4.92 per trip.

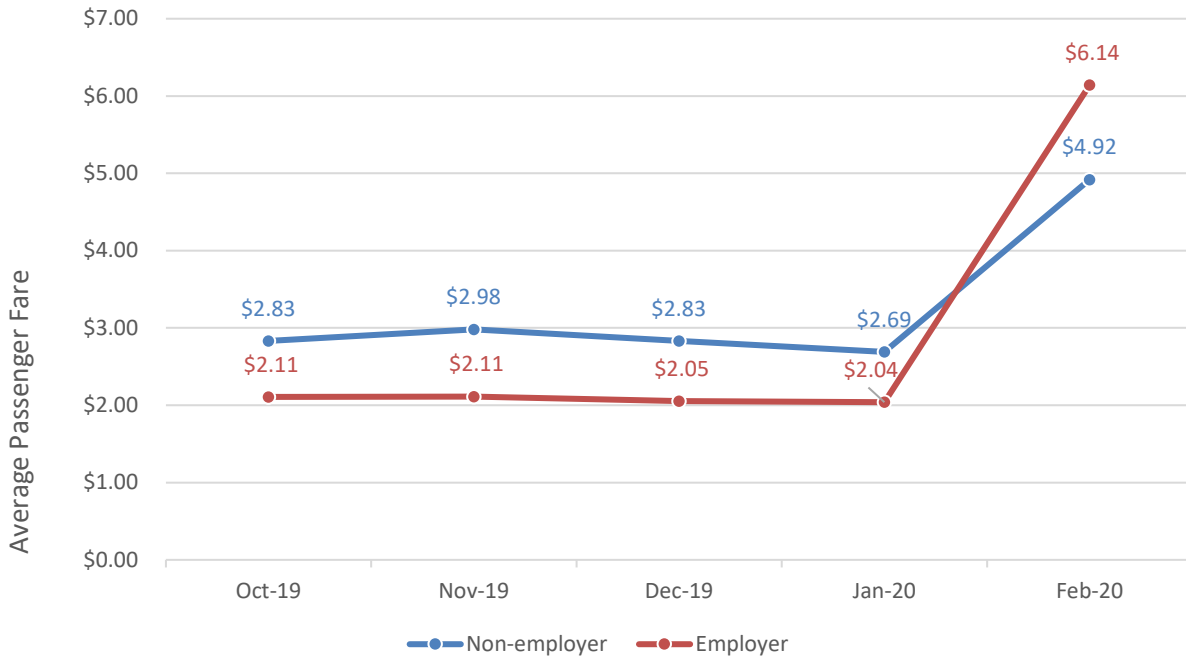


Figure 7: Average Fare

Cost effectiveness, or subsidy per passenger trip, has also improved since the start of the program (**Figure 7**). The first two quarters of operation showed an extremely high subsidy per passenger due to the high start-up costs and low ridership. As the program has matured, the subsidy rates have reduced significantly though remain above the District’s suggested target of \$15 per passenger trip. The purpose of the fare changes was to increase fare revenue and offset the high subsidy per passenger. Given the COVID-19’s effect on ridership, fare revenues will not increase as anticipated for the last five months of the Connect pilot.

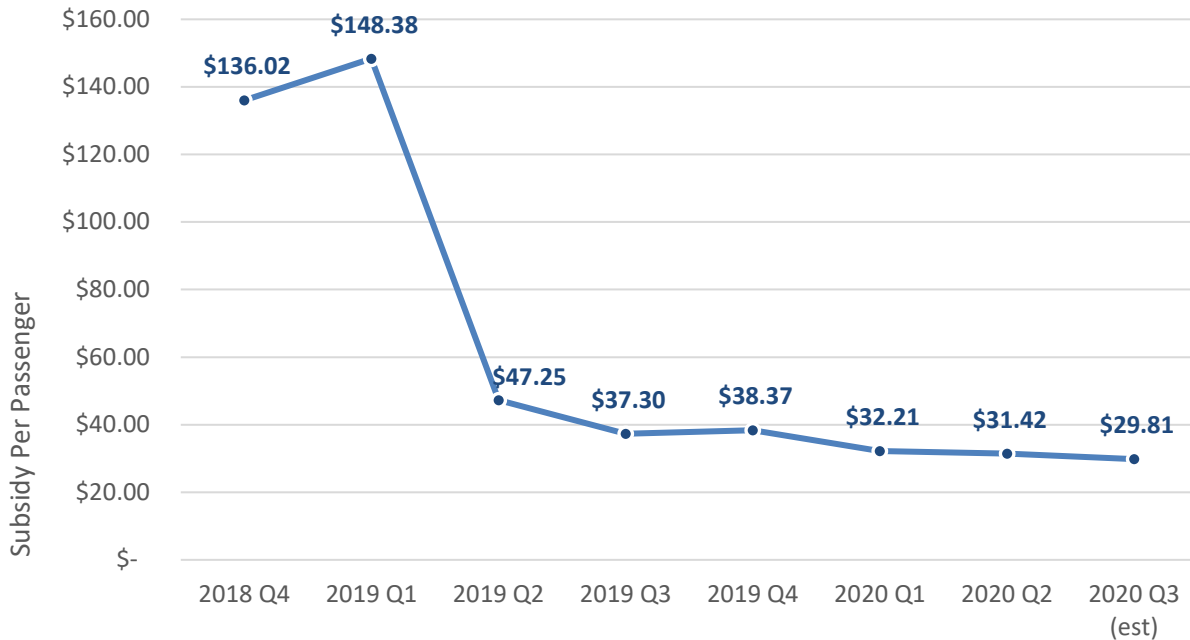


Figure 7: Cost Effectiveness (Subsidy per Passenger), 2018 (Q4) – 2020 (Q3 estimated)

OBSERVED IMPACTS: Marin Transit expected that the expanded service area would lead to increased utilization of Connect. Results are mixed due to limited time to test the expansion before the onset of COVID-19. Staff observed a small increase in wheelchair/Marin Access trips while overall ridership remained relatively constant. However, the program was oversupplied in driver hours to meet potential demand and this decreased productivity. Below is a list of program changes and their observed impact since the February 3, 2020 changes.

- **Expanded service area:** A small group of existing riders are taking advantage of service into downtown San Rafael.
- **Regular Fare:** Moving to a \$4 per mile distance-based fare decreased the number of general public riders who pay on a per trip basis. Fares from non-employer sponsored trips increased significantly from an average fare of \$2.69 in January to \$4.92 in February, which has made the program more cost-effective.
- **Flat fares for Marin Access riders:** The \$3.00 flat fare is not cost-prohibitive and has increased the attractiveness and utilization of the Connect program for WAV/ADA riders.
- **Marin Transit Monthly Pass:** The fare change retained the monthly pass option, though it increased the price to \$80.00 per month. The monthly pass price is competitive with the current \$4 per mile regular fare based on the assumption that a pass holder takes about 20 rides each month. Staff predicted that monthly pass holders would not ride the Connect as frequently due to the increase in pass price. Monthly pass holders in February decreased from 10 riders in January to 9 riders in February. The total number of trips, however, increased from 282 trips to 386 trips. More trips being taken by pass-holders likely reflects riders’ desire to get more value out of the increased pass price.
- **Marin Access Monthly Pass:** The fare change retained the Marin Access Monthly Pass option at half-reduced price of \$40 for seniors and ADA-eligible riders. Marin Access pass holders effectively pay less than the Marin Access full fare of \$3 per trip if they take at least 14 rides per month. The expanded service area includes many paratransit client residences and common travel destinations, and staff expects this underutilized pass

option to be more attractive to senior/ADA riders. Marin Access Monthly pass rides increased 20 percent compared to January, though the low number of users indicates that this payment method is still underutilized.

- **Employer-based accounts:** Fares for Kaiser and Marin County employees did not change as their respective employers pay for the new distance-based fare. Employee ridership remained consistent, and fares from employer-sponsored trips increased significantly from an average fare of \$2.04 in January to \$6.14 in February. This has made the program more cost-effective.

Staff predicted many of the observed impacts within the first five weeks of implemented program changes. Due to COVID-19's enormously negative effect on transit ridership, staff cannot assess rider response to changes beyond the initial five week period. Connect is still running and will remain free to riders who may need the service for essential trips throughout the shelter in place order that went into effect March 17, 2020. The County of Marin's Public Health Officer released new orders on March 31, 2020 that explicitly prohibit travel on public transit that is not made for essential services or reasons.

COMMUNICATION & MARKETING: In mid-November, the District sent an email to all Connect riders with a survey regarding the proposed changes. The survey asked riders to provide feedback on how an expanded service area and fare changes would affect their use of Connect. Your Board approved the changes in January 2020, and staff sent multiple emails, text, and in-app messages to riders to inform them of the changes. The Marin Access Travel Navigators personally communicated the service changes to all active Marin Access Connect riders.

Planning staff worked with outside agencies to promote messaging on program changes. Marin Transit's partnership with Technology 4 Life produced a Connect Travel Training video that was updated to reflect service changes. Information was also shared with the public via newsletters from the San Rafael City Manager, neighborhood organizations, and partner organizations. Rider notices were posted at all bus stops in the expansion area downtown. Plans for other coordinated marketing efforts were postponed due to COVID-19.

NEXT STEPS: Connect has provided the District a unique opportunity to explore how an accessible, on-demand public transit service can serve multiple markets in San Rafael. The following are key takeaways from the nearly two years of service on the different iterations of the Connect pilot program and proposed goals for the next generation of the Connect pilot program.

- **Current service does not meet targets.** Staff recommended that the Board use a \$15 per passenger subsidy as a target for evaluating the Connect program. Although cost-effectiveness has continued to improve, the current \$29.81 subsidy level per passenger is nearly double that target. Compared to paratransit and Dial-A-Ride subsidy targets of \$35.00 per passenger, Connect subsidy levels indicate a potentially lower cost option to serve these trips with increased convenience for those riders. Staff have identified the following program goals moving forward for improving cost effectiveness:
 - **Increase ridership/utilization of service.** The District schedules a fixed supply of vehicles and drivers independent of actual demand since this service is booked on-demand. Drivers are often sitting idle and not being fully utilized aside from select times during the peak hours when SMART passengers request the service. If more riders take advantage of the service, fare revenues will increase and help offset operating costs.
 - **Decrease technology costs.** Although not a significant factor, the fees to support the app account for approximately \$3.00 per completed trip.

Implementing opportunities to decrease the technology fees or increase ridership will help reduce the per trip cost.

- **Spread out demand to reduce peak demands on service.** Operating costs are a function of the number of vehicles assigned to the service to meet anticipated demand. During focused time periods, SMART first/last mile commuters place a disproportionate burden on service based on southbound train arrivals. Staff should explore opportunities to minimize peak supply, and thus operating costs, to serve this first/last mile need.
- **Higher service quality attracts a different demographic of rider.** Connect riders have a different socioeconomic profile from the District's typical fixed route and Marin Access riders. The majority of Connect riders are also SMART passengers. Their household incomes tend to be higher, and they have more access to vehicles. A much higher percentage of SMART passengers commute from Sonoma County and use the Connect to get to/from their place of employment.
- **App-based services offer significant benefits for outreach, surveying, and communications with riders.** The app provides the ability to directly communicate with active riders, an unparalleled feature. This provides a direct method for contracting and obtaining feedback from riders through in-app messaging and surveying. The app enables the District to communicate service changes and other service disruptions much more efficiently.
- **A District-sponsored app limits the exposure of the program.** The District's approach to using Via's app branded for the Marin Transit Connect program provides advantages for marketing, branding, and data collection. However, the current app is only used to book Connect services and this likely limits the use of the service because Connect is only available in a very specific area during limited hours on select days. Ideally, the app used to request and book Connect services should provide the user with other mobility options, including other modes of transit, for completing their request and enable them to directly compare the cost and convenience of each option.
- **Increasing ridership will depend on a significant expansion of service area.** The limited service area limits the potential utility of the Connect program for all riders. Surveys of riders and non-riders who downloaded the Connect app indicate that expanding the service area is the most desired improvement. The ability to include additional high activity centers requested by Marin Access riders will also attract more senior/ADA rides.

Staff recently concluded a procurement to identify and select a longer-term technology platform that will enable the District to continue to support on-demand accessible service and seek to achieve the goals listed above. The current partnership with Via expires at the end of June 2020. The new on-demand service will begin in July 2020 with a renewed focus on providing senior/ADA trips. The District partnered with the Transportation Authority of Marin on the procurement with the goal of retaining an option for first/last mile commuters and others with transportation needs within the service area. Ideally, a program that integrates Marin Transit's Connect program and TAM's GET2SMART first/last mile program could serve more riders with a larger service area and provide riders with more mobility options. At today's meeting, your Board will consider the contract award for the new platform.

FISCAL/STAFFING IMPACT: There is no fiscal impact associated with this item. In October 2019, your Board approved a second amendment to Agreement #171837 with Nomad Transit, LLC (Via) to continue use of the current technology until June 30, 2020 at a cost not to exceed \$29,000. Under that amendment, Via committed to conduct the additional development work

required to expand the service area, implement fare changes, and provide an additional six months of support service on the technology. Additional service hours needed to support the expansion in February and March are within the approved FY 2019/20 annual budget.

Respectfully submitted,



Robert Betts
Director of Operations and Planning

Attachment A – Connect Program Update Presentation



Marin Transit Connect Service Update

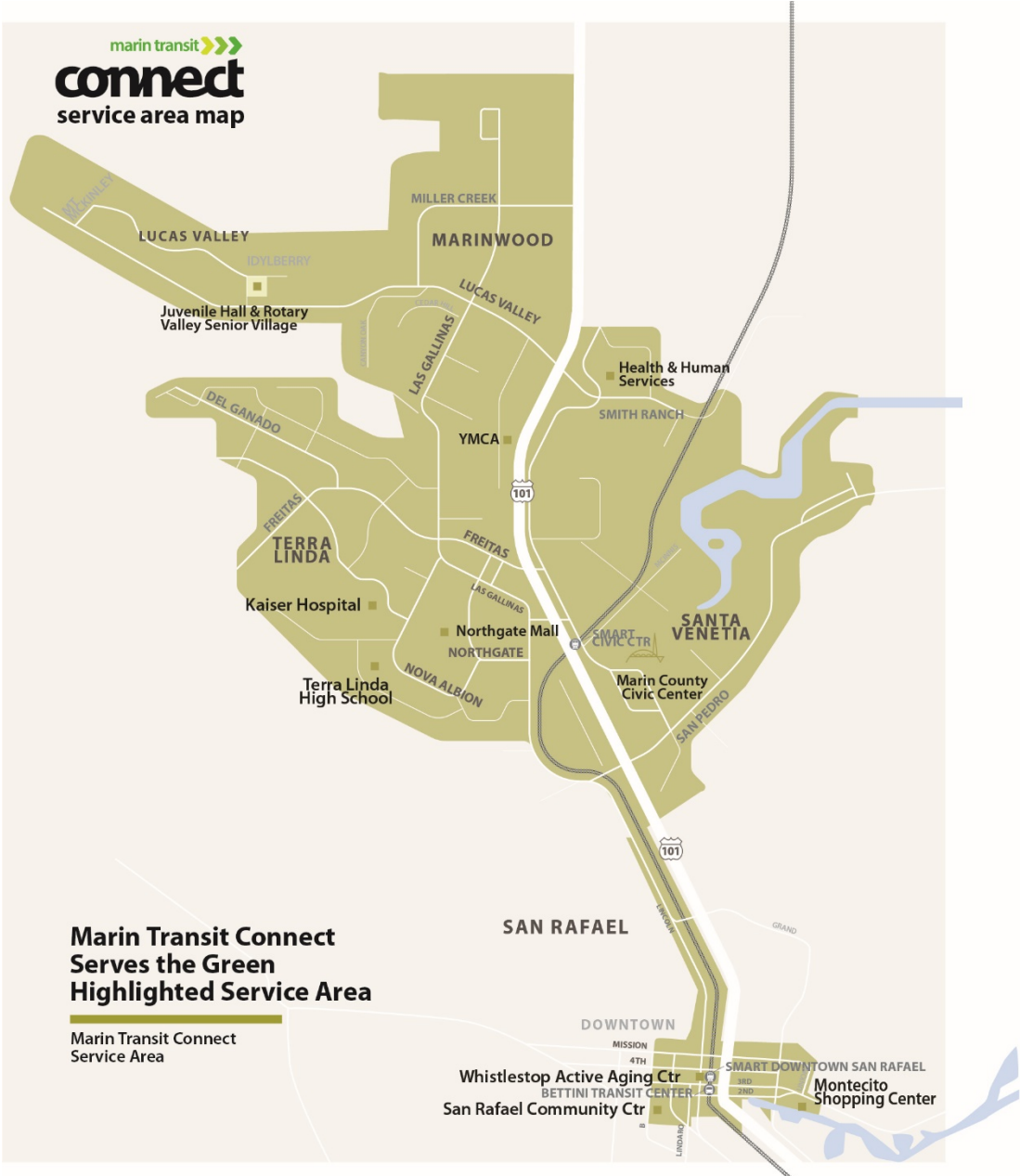
Marin Transit Board of Directors

May 4, 2020

- **July 2019**
 - One-year evaluation report released
- **October 2019**
 - Board approval to extend current pilot with Via through June 2020
- **November & December 2019**
 - Outreach to riders and employers about fare changes and geography expansion, including rider surveys
- **January 2020**
 - Service hours adjusted to meet new southbound SMART train schedule
- **February 2020**
 - Service area expanded to downtown San Rafael with changes to fares
 - Marketing efforts increase



Service Area Expansion

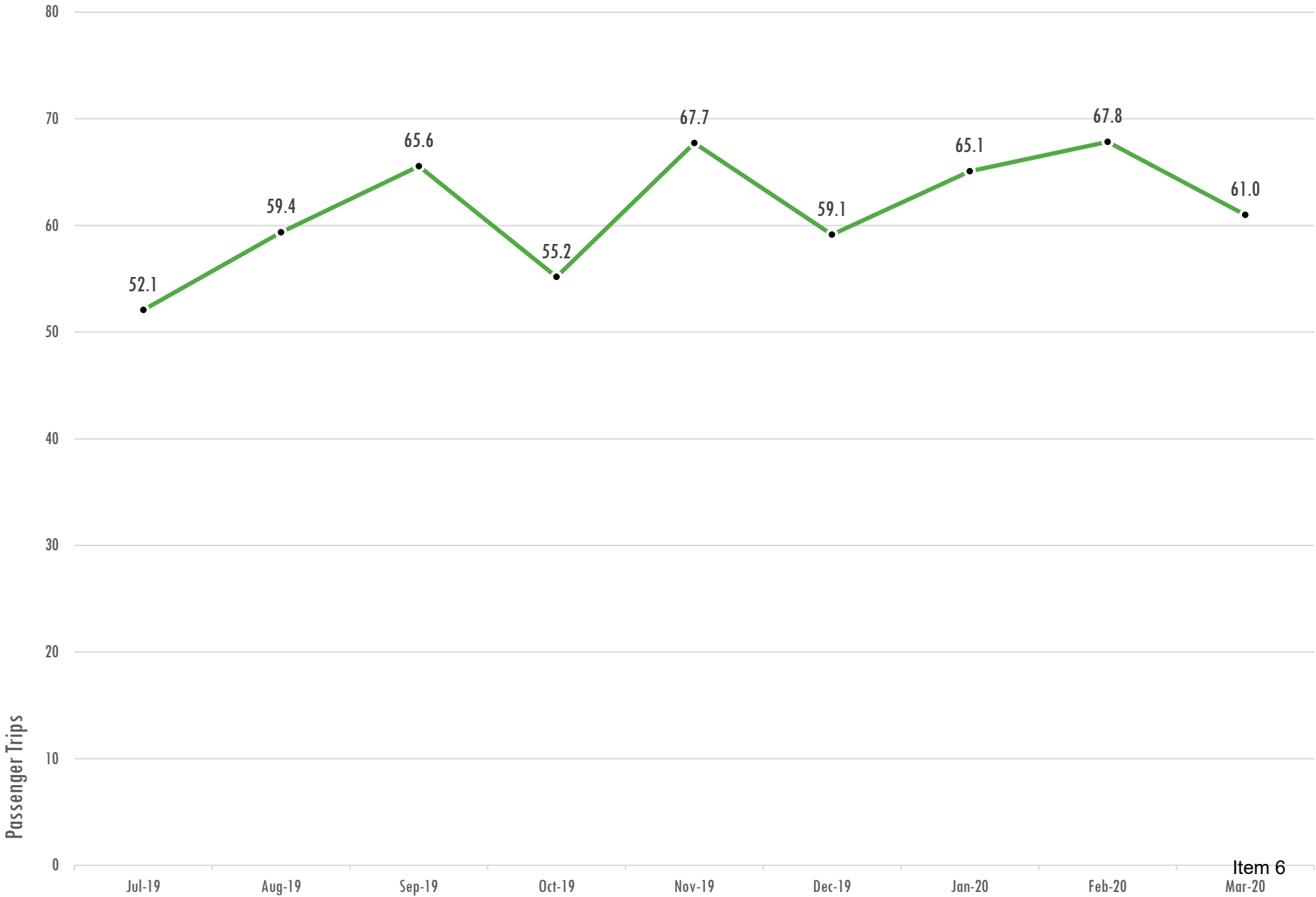


Fare Changes

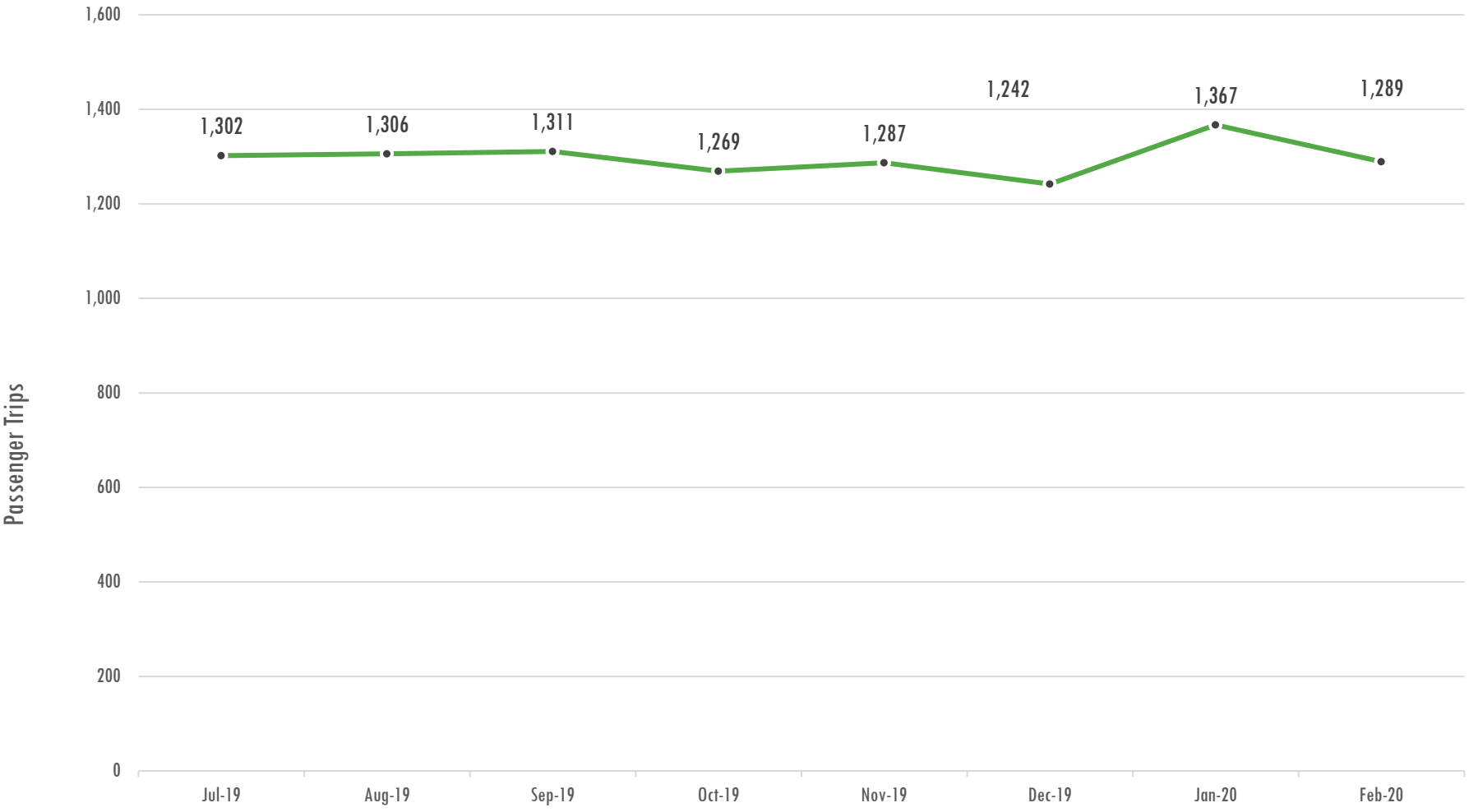


Fare Categories / Product	Previous Cost	Current Cost
Regular Fare	\$4.00 + \$4 for second rider, \$3 for third rider, \$2 for fourth rider, \$1 for fifth rider	\$4.00 per mile (distance-based) + \$1 per additional rider
Marin Access Fare	\$2.00 + \$2 for second rider, \$1.50 for third rider, \$1 for fourth rider and \$0.50 for fifth rider	\$3.00 + \$1 per additional rider
Transit Stop Discount	\$2.00 + \$2 for second rider, \$1.50 for third rider, \$1 for fourth rider and \$0.50 for fifth rider	No longer available
Monthly Pass	\$40 per month	\$80 per month +\$1 per additional rider, per trip
Marin Access Monthly Pass	\$20 per month	\$40 per month +\$1 per additional rider, per trip

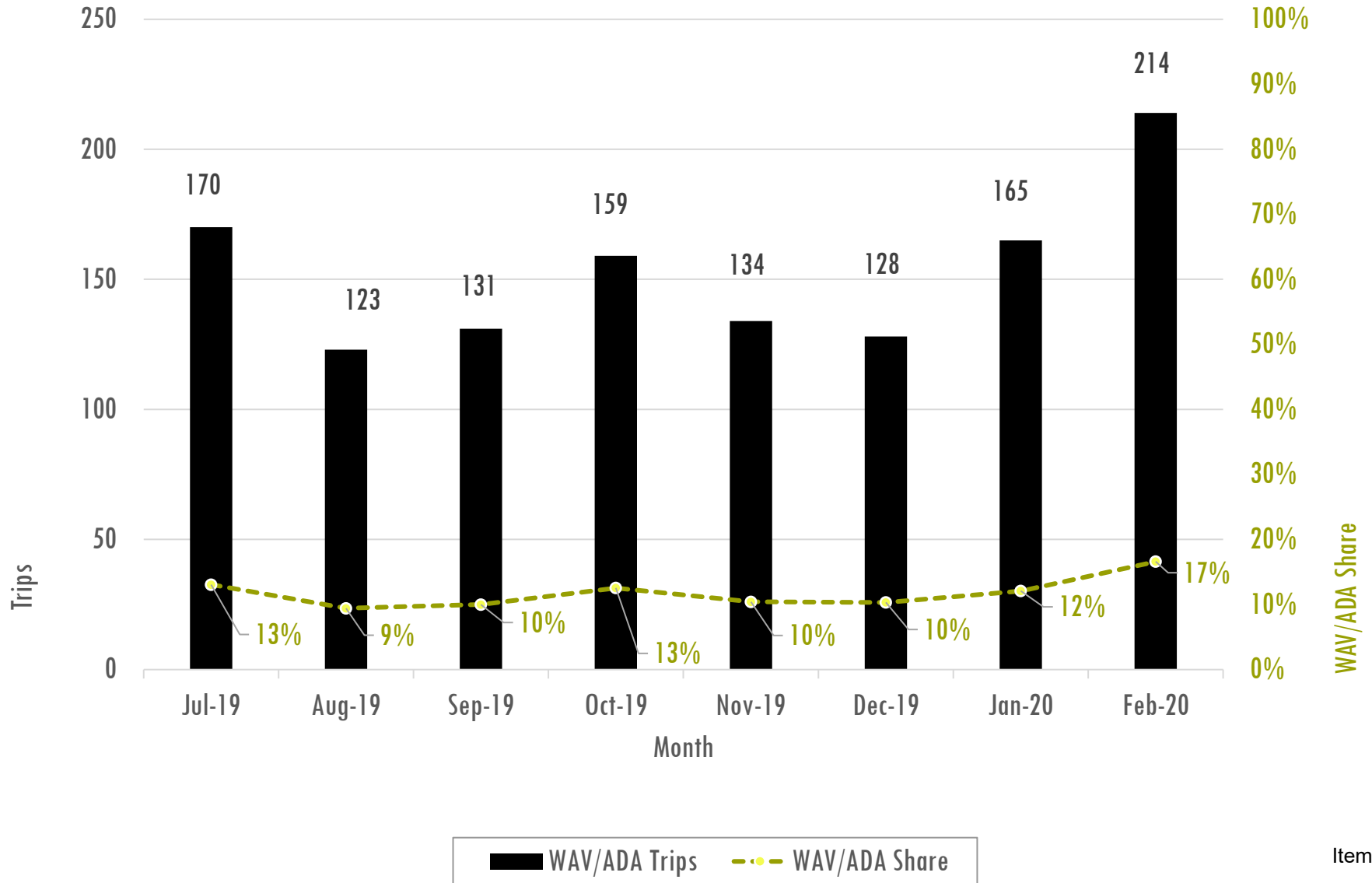
Daily Ridership Trends



Monthly Ridership

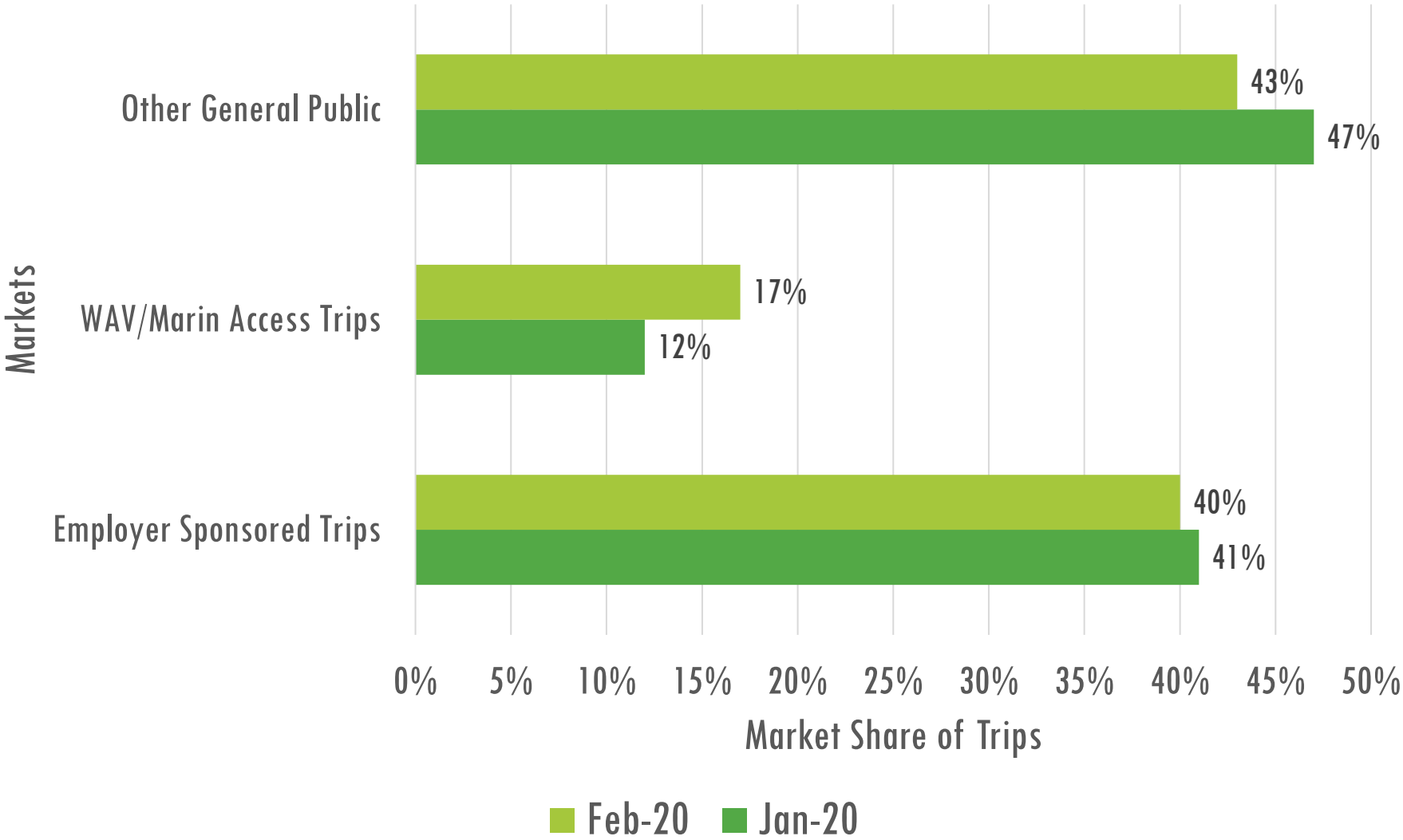


WAV/ADA Activity





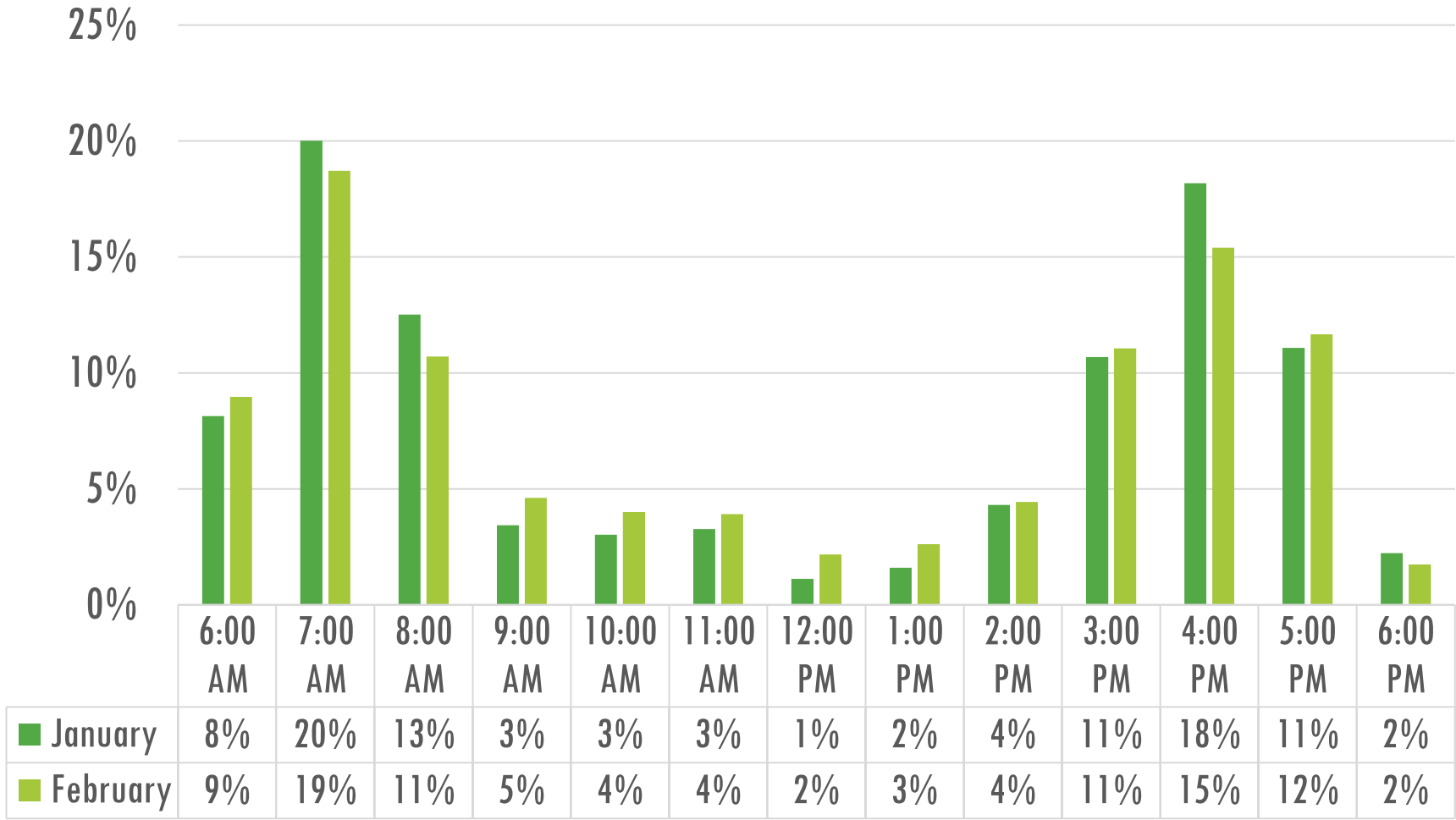
2020 Market Change



Changes in Trips by Time of Day

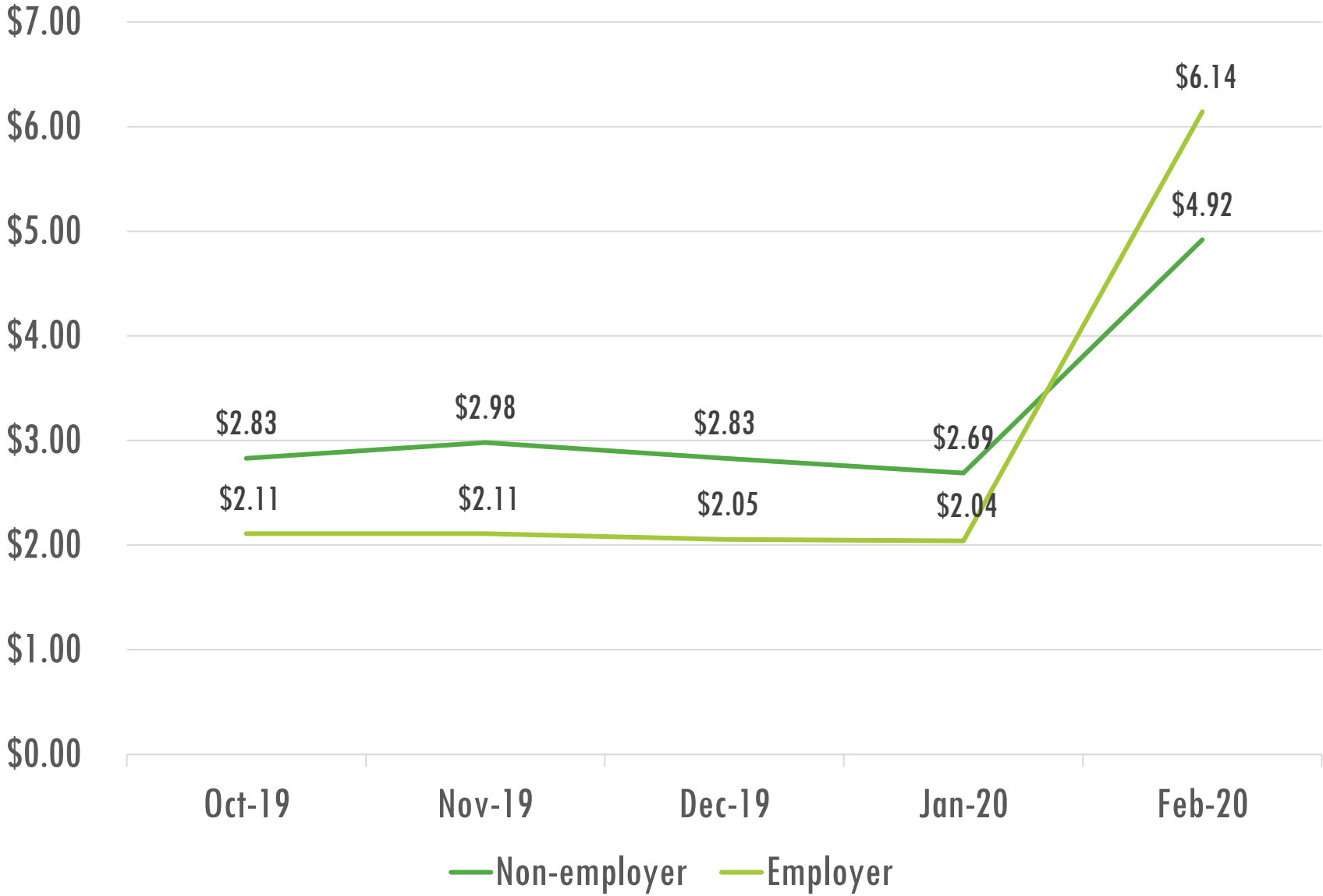


2020 Change in Trips by Hour

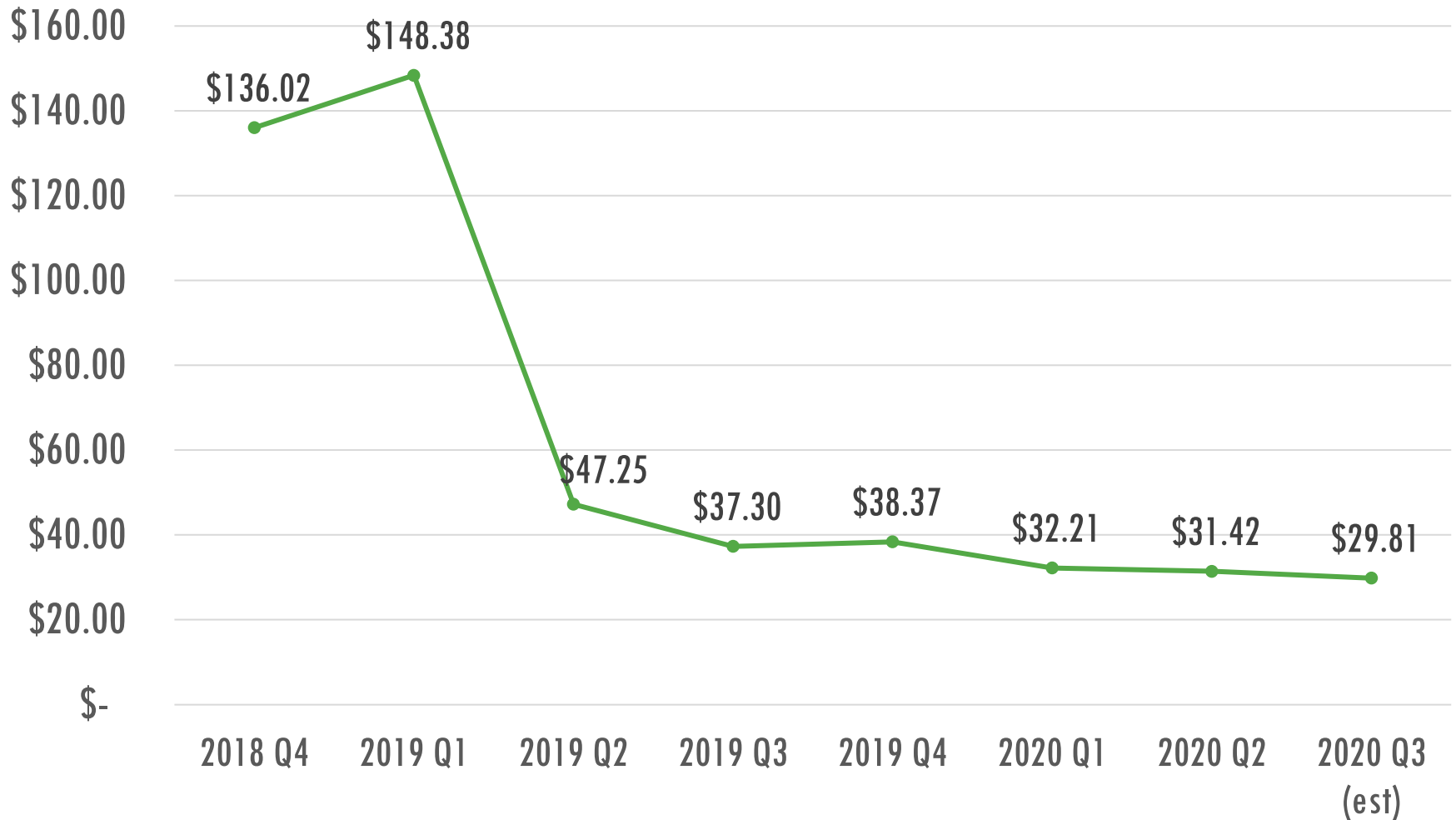


■ January ■ February

Average Fares



Subsidy per Passenger



Observed Impacts



- Share of WAV/ADA riders slightly increased
- Employer market remains stable
- Pricing changes reduced share of general public trips
- Small uptick in midday trips; AM/PM peak hours continue to represent roughly 80% of all activity
- Fare revenue is increasing - Connect still underperforms in productivity & cost effectiveness
- COVID-19 pandemic makes evaluation process difficult beyond first five weeks of program changes

- **Current service does not meet targets**
 - Increase ridership/utilization of service
 - Decrease technology costs
 - Reduce peak hour demands on service
- **Improved service quality attracts a different demographic of rider**
- **App-based services offer significant benefits for outreach, surveying, and communications to riders**
- **District-sponsored app limits the program's exposure**
- **Ridership increases are depended on the significant expansion of service area**

Thank You

Robert Betts

Director of Planning and Operations, Marin Transit

rbetts@marintransit.org



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san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

May 4, 2020

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

SUBJECT: Agreement with Uber Technologies Inc. to provide a mobility on-demand technology platform for the Connect program and future transit voucher program, and sign a Memorandum of Understanding with the Transportation Authority of Marin

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

Dear Board Members:

RECOMMENDATION: Authorize General Manager to (1) Execute a two-year agreement with Uber Technologies, Inc. (Uber) for an amount not to exceed \$80,000 to provide an on-demand mobility platform for the Connect same day service starting July 1, 2020; (2) Execute a two-year no fee agreement with Uber Technologies, Inc. (Uber) for access to Vouchers for Transit Agencies; and (3) Sign a Memorandum of Understanding with the Transportation Authority of Marin to formalize an integrated, accessible on-demand transportation program.

SUMMARY: On October 18, 2019, Marin Transit, issued a Request for Proposals for On-Demand Mobility Software in partnership with the Transportation Authority of Marin (TAM). A proposer’s conference was held on November 1, 2019, and proposals were due November 27, 2019. The District received a high level of interest in the bid, and 15 proposals met the submission deadline.

Staff reviewed each proposal and completed an initial scoring and ranking based on the proposal criteria below:

Criteria	Available Points
References / Experience with Similar Agencies	10
Ability to meet Scope of Work	50
Price Proposal	40
TOTAL	100

This process identified five competitive proposals to advance into the second round of evaluation, including an oral interview. In the second round, the review panel consisted of staff from Marin Transit,

TAM, and a non-voting member from the Metropolitan Transportation Commission (MTC). The panel held shortlisted firm interviews between January 6 and 17, 2020. Following these interviews, staff re-scored all shortlisted vendors using the original criteria. The final scoring is shown below. Based on the outcome of this scoring, staff identified Uber Technologies, Inc. as the top firm and began to negotiate the terms of the agreement in Attachment A to this letter.

Vendor	Score
Uber Technologies, Inc.	84
Spare Labs, Inc.	75
Via Mobility, LLC	75
RideCo, Inc.	75
Lyft, Inc.	69
Liftango, Inc.	59
Ecolane USA, Inc.	59
TransLoc	58
Bytemark, Inc.	55
HBSS Connect Corp	50
Routematch Software, Inc.	47
DemandTrans Solutions, Inc.	41
Shotl	36
Mobisoft Infotech, LLC	31
Solyd Transit, Inc.	5

Uber Technologies offered Marin Transit and TAM the ability to seamlessly integrate the existing Connect on-demand service and the first/last mile subsidy program into a single app and provide an integrated user experience. Their proposal also allowed for a significant expansion of the Marin Transit Connect service area to include roughly 2.5-mile radius around SMART stations in Marin. Uber's proposed platform provides the means to include the wheelchair-accessible Connect service within the publicly available Uber app. It also enables the District to control service parameters. These include price, hours of operation, and service area. Based on a user's desired origin and destination, the app will also show available public transit offerings using real-time predictions, and the cost to complete the trip alongside other Uber on-demand services (UberPool, UberX, etc.). The proposal offers the required level of custom reporting and oversight needed for the District and TAM to meet regulatory reporting requirements.

Marin Transit and TAM will each enter into separate agreements with Uber to develop the technology to support this integrated program. The two agencies will then enter into a Memorandum of Understanding (MOU) to formalize elements of the partnership. These include

coordination on program attributes such as pricing, hours of operation, and service area. The MOU requires adequate notice if either partner decides to change their agreement with Uber or the terms and conditions of their scope of services related to the either program. A copy of the MOU is included as Attachment B to this letter.

The Mobility On-Demand Platform Agreement (Attachment A) will replace the current driver and rider app the District is using through its partnership with Via. This agreement includes a monthly fee that allows provides the software that allows the Connect service to be app-based, including rider matching, dispatch tracking, and data reporting.

Also included in this Board request is approval of a Voucher for Transit Agencies Agreement (Attachment C). Like TAM's GET2SMART program with Lyft today, this agreement would allow the District to subsidize non-Connect rides through the Uber app if so desired in the future. Marin Transit requested this task as part of the procurement process to have the option to implement these at a future date. Staff will return to your Board with a separate action and budget adjustment should Marin Transit decide to implement a subsidy voucher program.

FISCAL/STAFFING IMPACT: In the first two years of the agreement, the District expects the annual fee for the software to be \$30,000 based on anticipated service levels (vehicles and hours operated). Staff requests that your Board authorize up to \$40,000 per year for this project to allow for potential expansion and any additional support required. This amount will be incorporated into the FY 2020/21 budget. Previously, Marin Transit paid Nomad Transit LLC. (Via) a rate of \$50,000 per year of mobility on-demand software support after the first year. The initial no fee portion of the VIA agreement expired at the end of June 2019. The Uber platform will save the District approximately \$20,000 per year in technology costs associated with the Connect program.

There is no staffing impact associated with this item.

Respectfully submitted,



Robert Betts
Director of Planning and Operations

Attachments:

Attachment A: Agreement with Uber Technologies for a Mobility On-Demand Platform

Attachment B: Memorandum of Understanding (MOU) with TAM

Attachment C: Agreement with Uber Technologies for Voucher for Transit Agencies Program

UBER MOBILITY ON-DEMAND PLATFORM AGREEMENT

This Uber Mobility On Demand Platform Agreement (the “**Agreement**”) is entered into as of the last signature date stated below (“**Effective Date**”) by and between **Uber Technologies, Inc.**, located at 1455 Market Street, Suite 400, San Francisco, CA 94103 (“**Uber**”) and **MARIN COUNTY TRANSIT DISTRICT**, located at 711 Grand Street, Suite 110, San Rafael, CA 94901 (“**Agency**”).

Agency Contact Information

Agency Contact Name:	Cody Lowe (re: Mobility On-Demand Software)
Agency Contact Email and Phone Number:	clowe@marintransit.org ; (415) 226-0866

Partnership Details

Uber For Transit Agencies	<p>Uber will grant Agency access to the Uber Services, which requires:</p> <ol style="list-style-type: none"> 1. Agency Users download the Uber App and register with Uber (recommended for best user experience, but not required with Uber Central) 2. Agency drivers download the Uber (Driver) App and register with Uber 3. Agency activate an Uber Central account (Agency must open an Uber for Business account) <p>Agency will:</p> <ol style="list-style-type: none"> 1. Comply with the Scope of Work at Exhibit 1 2. If Agency issues a press release, Agency will provide Uber a quote in the press release highlighting how Agency will be leveraging Uber For Transit Agencies
Uber For Transit Agencies Services	<p>Uber will provide the following under the Uber For Transit Agencies Services:</p> <ol style="list-style-type: none"> 1. Enhanced Agency User Experience <ol style="list-style-type: none"> a. Ability to book on demand Marin Transit Connect rides b. Real-time Agency Transit Vehicle tracking c. In-app directions to pick-up stop(s) d. Real-time alert for destination e. Trip ratings f. File support tickets in-app 2. Custom Onboarding & Training <ol style="list-style-type: none"> a. Uber will work with Agency to train employees on functionalities of the Uber Service b. Dedicated onboarding specialist assigned to Agency 3. Access to use the Uber for Transit Agencies Service, which includes: <ol style="list-style-type: none"> a. <u>User Administration</u> - quickly add or remove authorized users to Agency Account b. <u>Monthly Billing</u> – bill monthly based on usage c. <u>Trip History</u> – ability to view and manage at business.uber.com d. <u>Uber Central</u> - ability to request rides on behalf of Agency Users who do not have the Uber App (requires Agency accept additional Uber Central terms) e. <u>Rider Matching</u> - Industry leading shared rides matching algorithm to improve subsidy per ride f. <u>Insights Dashboard</u> - Insights data to better understand rider travel patterns (available at movement.uber.com) g. <u>Fleet Tool</u> - Real-time tracking of Agency’s fleet of transit vehicles and ability to communicate in real-time with fleet driver/operators (available at partners.uber.com) h. <u>Rider Feedback</u> - Real-time rider feedback on quality issues

In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms:

TERMS AND CONDITIONS

1. Purpose. Agency operates a local transit service in Marin County, California and is seeking a technology solution to support Agency's shared-ride, on-demand transportation service for seniors and those with disabilities. As such, Agency desires to access and utilize the Uber Service; more specifically, Uber's technology platform for Transit Agencies that includes, without limitation, Uber's browser-based online mobility dashboard and fleet manager. As this is strictly an agreement for Uber to license a technological platform to Agency, the parties recognize that, as of the signing date, this Agreement has no connection to Uber's compliance with existing or future state-mandated Wheelchair Accessible Vehicle ("WAV") service requirements, and neither party shall represent there is any connection.

Given the ongoing 19-02-012 rulemaking process, the parties agree to meet and review this term should the rulemaking process result in a determination that would cause either party to believe there actually is a connection between this contract and satisfying Uber's WAV requirements. Neither party shall unreasonably withhold contract modifications that conform to the results of the rulemaking process.

2. Access to Uber Services.

(a) **Business Account and Uber Mobile App.** During the Term of this Agreement: (i) Agency must maintain an Uber business account ("**Business Account**"); (ii) Agency Users must have the Uber App and an Uber Rider account; and (iii) Agency drivers must have the Uber App.

(b) **Agency Administrator Dashboard.** Uber shall provide Agency with access to an Administrator dashboard (the "**Dashboard**") under the Terms of this Agreement and <https://www.uber.com/legal/business/dashboard/en-US/> and <https://www.uber.com/legal/business/ubercentral/en-US/>. Uber's primary contact with Agency shall be through the individual employee or agent that Agency identifies in writing to Uber ("**Administrator**"). The Dashboard will enable Agency to (i) view current, appoint new, and remove Administrators; and (ii) view and pay invoices. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Subject to Agency's compliance with this Agreement, Uber will use commercially reasonable efforts to provide access to the Dashboard and make the Uber App available during the Term of this Agreement.

(c) **Administration.** Agency may appoint additional administrators at its discretion. Agency must (i) maintain all Dashboard login credentials in confidence, (ii) only permit the lead Administrator and Agency's other authorized administrators to access the Dashboard, and (iii) update all information of the lead Administrator and other authorized administrators to ensure that it is current, accurate, and complete. Agency shall be responsible for all activity that occurs under its Dashboard login credentials.

(d) **Agency User Updates.** It is Agency's sole responsibility to keep and maintain an accurate list of current Agency Users authorized to access and use the Dashboard.

3. Term. This Agreement commences on the Effective Date and continues for 2 years from July 1, 2020 (the "**Term**") and may be extended by mutual agreement of the parties for an additional 3 year period (each an "**Extension Term**"), unless terminated earlier under the termination process provided in this Agreement. Either party must provide at least thirty (30) days written notice before the expiration of the then-current Term if either party intends not to automatically renew the terms of this Agreement, as applicable under the terms of the Cover Sheet.

4. Termination.

(a) **Termination for Material Breach.** Either party may terminate this Agreement, in whole or in part, for the other party's material breach as follows:

(i) A notice to cure shall be served by the non-breaching party to the breaching party by certified or registered first class mail and addressed to the breaching party's address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(ii) The breaching party shall have thirty (30) days from the date of receipt of this notice to cure the material breach.

(iii) If the breaching party has not cured the material breach within thirty (30) days of receipt of the notice to cure, the non-breaching party may terminate the Agreement by serving the breaching party with a "notice of termination" stating the manner in which the breaching party is in material breach and the effective date of termination.

(b) **Termination for Lack of Appropriated Funds.** The parties acknowledge that Agency's budget may be subject to annual appropriation and that, in any fiscal year, Agency's annual appropriation may be less than the budget under the Term of this Agreement. If funds are not available to appropriate for payments due under this Agreement, either party may terminate this Agreement, in whole or in part, as follows:

(i) The notifying party shall, no later than thirty (30) days before the expiration of appropriated funds, serve a written notice of termination to the other party by certified or registered first class mail and addressed to the other party's address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(ii) Any unpaid invoices or outstanding balances due to Uber for services performed within 24 hours of Uber's receipt of such termination notification from Agency shall become immediately due and payable and shall be subject to Uber's collection process. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies.

(c) **Termination for Convenience.** Agency may terminate this Agreement, in whole or in part without cause, by providing Uber thirty (30) days advance written notice of termination before terminating the Agreement. Uber may terminate this Agreement, in whole or in part without cause, by providing Agency one hundred and eighty (180) days advance written notice of termination before terminating the Agreement. Such notice shall be given by certified or registered first class mail and addressed to the other party's address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(d) **Regulatory Approvals and Compliance.** It is a material provision of this Agreement that Agency is solely responsible for all necessary regulatory approvals at the local and state level, including but not limited to the California Public Utilities Commission, for the provision of Uber Services under this Agreement. Uber is entitled to suspend Services under this Agreement until any required approvals are obtained.

(e) **Actual Receipt of Termination Notice.** All such notices of termination will be deemed given upon actual receipt, and approvals will be addressed to the attention of:

If to Uber: Uber Technologies Inc.
1456 Market Street, Suite 400
San Francisco, CA 94103
Attention: Legal - Transactions

Email: transit-legal-us@uber.com

If to Agency: Marin County Transit District
 711 Grand Street, Suite 110
 San Rafael, CA 94901
 Attention: Cody Lowe
 Email: clowe@marintransit.org

5. Fees and Billing.

(a) **Fees.** Uber has agreed to waive all one-time setup fees as part of this agreement. Pricing includes unlimited users and geographic coverage within Marin County. Monthly charges will be based on the maximum vehicles operated in service during the month as shown in the table below.

# of Vehicles	Unit Cost
1-5	\$2,500/month
6-10	\$3,000/month

\$80 per hour will be assessed for customer support that exceeds 20 hours per month. Uber anticipates that the needed customer success support will be well below 20 hours per month. Note that this fee is for ongoing support and does not include the onboarding process during the first 3 months of a partnership. Uber will notify the Agency once 15 hours of the allotted 20 hours of support are reached. Uber will also notify the Agency before rendering any services that would incur additional costs.

Any hardware devices needed are \$200 per device. Data Service is \$50 per vehicle per month. Per vehicle unit pricing is the same in the first two years of the contract and increases 5% per year in each of the three option years.

Optional Add-On. Uber and Agency shall work together to implement period passes or integrated fare media within the App at no additional cost to the Agency should this functionality become available on the Uber platform.

(b) **Billing.** During the Term of this Agreement, (1) Agency User rides will be paid by Agency Users directly to Agency through the Uber App; and (2) for Agency Users who complete rides scheduled by Agency through Uber Central, Agency is responsible for billing and collecting payment for these rides. All Agency User fares collected by Agency are **“Rider Revenue.”**

(i) **Monthly Billing and Payment Terms.** Uber will bill Agency each month and each monthly invoice must be paid in full by Agency no later than thirty (30) calendar days from receipt of Uber’s invoice.

(ii) **Disputed Payments.** If Agency disputes any invoice amount, Agency shall notify Uber in writing within seven (7) days of receiving Uber’s invoice. The parties will work in good faith to review the charges within forty-five (45) days of Agency notifying Uber of a disputed invoice amount. If the parties determine that Uber invoiced Agency in error, Uber shall remove such charge from Agency’s account.

(c) **Taxes.** Agency is responsible for the payment of all taxes, including, but not limited to, sales, use, VAT or similar taxes, except for taxes based on Uber’s income. All payments are nonrefundable unless stated otherwise in this Agreement. Unless expressly agreed otherwise in this Agreement, each party is responsible for the costs and expenses associated with its performance under this Agreement.

(d) **Account Suspension.** Unless Agency has notified Uber of a disputed amount, Uber reserves the right to immediately suspend Agency's Business Account if Agency has not timely paid the fees on any past invoice. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies, for any unpaid fees. Reestablishing a deactivated or suspended Agency Business Account after full payment of a past due invoice shall be at Uber's sole discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at 1.5% per month or the maximum allowed by applicable law.

6. **Uber For Transit Agencies Program.** Uber may cease offering the Uber For Transit Agencies program at any time and for any reason, without liability to Agency.

7. **Intellectual Property.**

(a) **License to Marks; Restrictions.** The term "**Uber Marks**" means the trademarks identified as Uber Marks in Exhibit 2. The term "**Agency Marks**" means the trademarks identified as Agency Marks in Exhibit 2. The term "**Territory**" shall mean the territory identified in Exhibit 2.

(i) Uber grants to Agency, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Uber Marks only as expressly permitted by Uber in each instance. All use of the Uber Marks by Agency will be in the form and format approved by Uber, and Agency will not otherwise use or modify the Uber Marks without Uber's prior written consent. All goodwill related to Agency's use of the Uber Marks shall inure solely to the benefit of Uber. The Uber Marks will at all times remain the exclusive property of Uber. Except as stated in this Agreement, Uber does not, and shall not be deemed to, grant Agency any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Uber.

(ii) Agency grants to Uber, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Agency Marks only as permitted by Agency in each instance. All use of the Agency Marks by Uber will be in the form and format approved by Agency, and Uber will not otherwise use or modify the Agency Marks without Agency's prior written consent. All goodwill related to Uber's use of the Agency Marks shall inure solely to the benefit of Agency. The Agency Marks will at all times remain the exclusive property of Agency. Except as stated in this Agreement, Agency does not, and shall not be deemed to, grant Uber any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Agency.

(iii) **Use of Uber Marks; Guidelines.** Any use by Agency of Uber Marks shall be subject to Uber's prior written approval, which shall be deemed granted with respect to such uses compliant with the Uber Trademark Usage Guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, as may be amended from time to time by Uber in its sole discretion (the "**Design Guidelines**"). If Agency uses Uber Marks, Agency will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to Agency as to the content, colors, size, "look and feel" and other elements of any and all representations of Uber's Marks. Uber reserves the right to immediately suspend Agency's Business Account and suspend any or all access to the Dashboard if Uber, in its sole discretion, determines at any time during the Term that Agency breached any of its obligations under this Agreement with respect to authorized usage of Uber Marks.

(b) **No Development.** EACH PARTY ACKNOWLEDGES AND AGREES THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY

FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Uber and Agency before the commencement of any such activities.

(c) **Inspection of Records.** During the Term of this Agreement, Uber may request in writing that Agency provide Uber all of Agency's relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that Agency, or any other third party sent to Agency Users in connection with this Agreement) that include the Uber Marks (collectively, the "**Records**"). Agency shall provide the Records to Uber within thirty (30) calendar days of Uber's request for such documents. If Uber, in its sole discretion, determines that Agency has not met its obligations under this Agreement with respect to authorized usage of Uber Marks, Uber may immediately suspend Agency's Business Account and take any additional measures afforded to it by law or under this Agreement. Agency shall preserve all of the documents listed in this paragraph for a period of at least two (2) years from the termination or expiration of this Agreement.

8. Confidentiality.

(a) **Definition of Confidentiality.** The term "**Confidential Information**" means any confidential or proprietary business, technical or financial information or materials of a party ("**Disclosing Party**") provided to the other party ("**Receiving Party**") in connection with this Agreement, whether orally or in physical form, and includes the terms of this Agreement. Confidential Information does not include information (i) previously known by a Receiving Party without an obligation of confidentiality, (ii) acquired by a Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (iii) that is or becomes publicly available through no fault of a Receiving Party, or (iv) that a Disclosing Party provides written permission to a Receiving Party to disclose, but only to the extent of such permitted disclosure.

(b) **Restrictions.** Receiving Party will (i) use Confidential Information solely for the purposes permitted under this Agreement and (ii) not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other requests for disclosure of any Confidential Information of Disclosing Party, Receiving Party will, give Disclosing Party written notice of such subpoena, order or request at least five (5) days before disclosure, and allow Disclosing Party to assert any available defenses to disclosure.

(c) **Public Records Laws.** Uber acknowledges that Agency may be subject to public records disclosure laws. Agency will make diligent efforts to limit disclosure pursuant to any available bases stated in California or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber of the request and allow Uber twenty (20) business days to take whatever action it deems necessary to protect its interests. If Uber does not take any such action within said period, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

(d) **Nonpublic Personal Information.** If Agency mistakenly, inadvertently, or inappropriately obtains access to any Personal Data related to the Uber Services in connection with this Agreement, Agency shall immediately notify and return it to Uber (and shall cause its employees or agents to do the

same). Agency shall not (i) copy, duplicate, or otherwise reproduce or retain any portion of any Personal Data in any form or manner whatsoever, nor permit any of its employees or agents to do so, nor (ii) enhance any database or any other files or other media by using any Personal Data.

(e) **Confidential Information Security.** Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

9. Privacy and Data Security.

(a) **Uber Data Restrictions.** Uber's collection and use of Uber Personal Data, including information Uber obtains from individuals to establish an Uber Rider Account, shall be treated by Uber in accordance with the Uber privacy statement, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time. Uber agrees that Agency Personal Data shall be used solely for the authentication, verification, and linking purposes described in this Agreement and for no other purpose. Uber shall limit access to Agency Personal Data solely to Uber personnel who have a legitimate business need to access such Agency Personal Data. Uber will not disclose Agency Personal Data to any third party unless expressly authorized in writing by Agency, except for Uber service providers who have a legitimate business need to access Agency Personal Data to carry out work solely on Uber's behalf and for no other purpose, and who are in each case bound by privacy and security obligations regarding Agency Personal Data that are at least as restrictive as those contained herein.

(b) **Security.** Uber and Agency will each implement and maintain appropriate technical, physical, and organizational measures to protect the other's personal data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, keeping in mind the nature of the information. In the event of a data breach involving the other party's personal data, each party shall notify the other promptly after becoming aware that the data breach involved the other party's personal data. Such notice shall include at least: (i) the nature of the breach of security measures; (ii) the types of potentially compromised personal data; (iii) the duration and expected consequences of the data breach; and (iv) any mitigation or remediation measures taken or planned in response to the data breach. Upon any such discovery, each party will take all reasonable steps to investigate, remediate, and mitigate the effects of the data breach, and provide the other with assurances that such data breach will not recur.

10. Contract Amendment; Conflicting Terms.

(a) All changes to the Agreement shall be made in writing through an amendment by mutual agreement. No oral statement or other conduct by either party shall change or modify the Agreement. The Agency may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Agreement and if Agency is unsatisfied with the proposed change, Agency's sole remedy is to terminate the Agreement and pay Uber for all remaining invoiced amounts.

(b) In the event of any inconsistency or conflict between this Agreement and any linked-to terms and conditions, the terms and conditions in this Agreement govern and control.

11. Insurance.

(a) General Liability and Worker's Compensation Each party shall, at its own expense, maintain in effect throughout the Term of this Agreement, Commercial General Liability and, if required by law, Worker's Compensation insurance. The Commercial General Liability insurance policy limits shall be not less than two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and two million dollars (\$2,000,000) in aggregate.

(b) **Automobile Liability.** Agency shall, at its own expense, maintain in effect throughout the Term of this Agreement Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for (1) bodily injury, including death and property damage for limits of one million dollars (US\$1,000,000) each accident combined single limit; (2) excess follow-form coverage for limits of five million dollars (\$5,000,000) per accident (2) uninsured and underinsured motorist coverage for limits at least equal to the statutory required minimum limits required for transit system operators in Alabama; and (3) Personal Injury Protection (or equivalent no-fault coverage) with limits as required by applicable state law (4) Contingent comprehensive and collision insurance with limits of actual cash value, or cost of repair, whichever is less.

(c) **Excess Follow Form Liability** Agency shall, at its own expense, maintain in effect throughout the Term of this Agreement not less than five million dollars (\$5,000,000) of Excess/Umbrella coverage that shall follow form to the Commercial General Liability insurance and the Auto Liability insurance described above.

(d) All policies shall be written by reputable insurance companies with an A.M. Best rating of "A-" or better. Agency agrees to add Uber as an additional insured to the Commercial General Liability and Automobile Liability insurance policies listed above. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by Uber and shall not be cancelled or materially reduced without thirty (30) days prior written notice to Uber. Agency agrees that its insurers issuing those insurance policies identified above shall waive rights of subrogation and indemnity against Uber.

(e) Agency shall provide Uber with a certificate of insurance showing coverage as stated above. In no event shall the limits of any policy be considered as limiting the liability of a party under this Agreement.

12. **Warranties; Disclaimer; Ownership.**

(a) **Mutual Warranties.** Each party represents and warrants that (i) it has full power and authority to enter into this Agreement and perform its obligations hereunder, (ii) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party, (iii) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (iv) it shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder, and (v) such party's Marks as provided by such party pursuant to this Agreement and used in accordance herewith will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

(b) **Agency Warranties.** Agency represents and warrants that: (i) as it relates to Agency's activities involving this Agreement and the marketing, promotion and any other form of communications thereof, Agency will comply with the Design and Marketing Guidelines and all applicable law (including, without limitation, CAN-SPAM and TCPA); (ii) Agency drivers will be properly licensed (e.g., CDL, Airbrake + Passenger endorsements), insured, physically fit to drive, and properly trained on the type of passenger vehicle they operate; and (iii) Agency will comply with Uber's Terms of Use and Community Guidelines and other applicable terms and policies. Agency further represents and warrants that Agency has obtained rights, permission and legally adequate consent from Agency Users: (1) to receive SMS messages and

other communications from Uber in connection with the Uber Service; and (2) for Uber to provide Agency with detailed trip information for Agency Users for this Agreement.

(c) **Uber Warranties.** Uber represents and warrants that: (i) Uber will clearly identify and categorize any data requested by an outside agency for regulatory compliance or research purposes regarding Connect service (categorized data to include rides requested or booked through the Uber app when the Connect service is selected); (ii) despite the fact that Agency is paying Uber to implement and support enhanced Wheelchair Accessible Vehicles (WAV) services within their app, Uber will not claim any of these specific charges as Uber investments in their request for offsets (this includes any costs associated with implementing, supporting, or marketing the Connect services.); (iii) Uber shall always expressly mention Marin Transit is the "sponsoring agency" when presenting information or data related to the Connect service (this includes any communications or presentations shared with the public); and (iv) Uber shall always support the District's branding of the program as "Connect powered by Uber" or "Marin Transit Connect powered by Uber."

(d) **Non-Responsibilities.** (i) Agency. Notwithstanding anything to the contrary in this Agreement, Uber's Terms of Use and Community Guidelines, or any other applicable terms or policies, Agency is not responsible for, and will not be held liable by Uber for, any violation of Uber's terms or policies by Agency Users or any other action or inaction of Agency Users. (ii) Uber. Uber is not responsible for the actions, errors, or omissions of Agency's drivers.

(e) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE AND UBER APP "AS IS" AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE UBER SERVICE AND UBER APP WILL MEET AGENCY'S REQUIREMENTS OR THAT THE OPERATION OF THE UBER SERVICE AND UBER APP WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE UBER SERVICE OR THE UBER APP, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. UBER IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. THE UBER SERVICE IS A TECHNOLOGY SYSTEM THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES.

(f) **Ownership.**

(i) Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Uber Service, Uber App, including any updates, enhancements and new versions thereof, all data related to the use of the Uber Services, and all related documentation and materials provided or made available to Agency or any proposed Agency User or Agency User in connection with this Agreement. All rights not expressly granted are withheld.

(ii) Agency may voluntarily, and from time to time, provide suggestions, proposals, ideas, recommendations or other feedback related exclusively to this Agreement ("**Feedback**"). Feedback, even if designated as confidential by Agency, will not, absent a separate written agreement, create any confidentiality obligation for Uber. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, Uber will own all Feedback and is free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

13. Indemnification.

(a) Each party (“**Indemnifying Party**”) will indemnify, defend and hold harmless the other party (“**Indemnified Party**”), its directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to: (i) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party’s representations or warranties in this Agreement, or (ii) the infringement of a third party’s intellectual property rights by the Indemnifying Party’s Marks, but only if such Marks have been used by the Indemnified Party in the manner authorized under this Agreement.

(b) Additionally, during the Term of this Agreement, each Indemnifying Party will indemnify, defend and hold harmless the Indemnified Party and its directors, officers, employees, agents, successors and assigns from and against all third-party claims, damages, loss, costs, expenses, including reasonable attorneys’ fees, and/or liability (collectively, “**Losses**”) for an accident or other occurrence, caused by the negligence of the Indemnifying Party’s employees, contractors, agents or representatives that results in bodily injury or damage to property, real or personal, arising directly or indirectly from or in any way connected with this Agreement; provided the Indemnifying Party shall have no such indemnification obligation when the Losses arise in whole or in part from the Indemnified Party’s own negligence or willful misconduct.

(c) The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party’s expense.

14. Limits of Liability. OTHER THAN EITHER PARTY’S INDEMNIFICATION OBLIGATIONS OR OBLIGATIONS WITH RESPECT TO A BREACH OF CONFIDENTIALITY, (A) IN NO EVENT SHALL UBER OR AGENCY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR AGENCY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING ONE HUNDRED THOUSAND DOLLARS (\$100,000).

15. Conflicts of Interest and Non-Competitive Practices.

(a) **Conflict of Interest.** By entering into this Agreement, Uber has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with its obligations under this Agreement. Uber shall not employ any person or agent having any conflict of interest. If Uber becomes aware that it or its agents, employees, or officers acquires such a conflict of interest, it shall immediately disclose such conflict to Agency.

(b) **Contingent Fees and Gratuities.** By entering into this Agreement to perform Work, Uber acknowledges and agrees that:

(i) No persons, except as designated by Uber, shall be employed or retained to solicit or secure this Agreement with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

(ii) No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Uber or any of its officers, agents, employees or representatives, to any official, member or employee of Agency

or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

(c) **Disclosure of Current and Former Agency Employees** - To avoid any actual or potential conflict of interest or unethical conduct:

(i) Agency employees or former Agency employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Uber, while employed by Agency or within one (1) year after leaving Agency employment if he/she participated in determining the Work to be done or processes to be followed while an Agency employee.

(ii) At the time of offer, Uber shall identify current or former Agency employees involved in the preparation of proposals or the anticipated Uber obligations under the Agreement. Failure to identify current or former Agency employees involved in this Agreement may result in termination of this Agreement.

(iii) Uber is responsible for notifying Agency's project manager of current or former Agency employees who may become involved in the Agreement any time during the term of the Agreement.

16. Nondiscrimination. During the term of this Agreement, Uber shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination.

(a) **Equal Employment Opportunity Efforts.** Uber will undertake equal employment opportunity efforts required by applicable federal, state, or local law to ensure that all employees and applicants are treated without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. As between Uber and Agency, "equal employment opportunity efforts" shall mean active efforts required by applicable federal, state, or local law to ensure equal opportunity in employment that is free from unlawful discrimination.

(b) **Equal Benefits to Employees with Domestic Partners.** Uber shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Agreement.

(c) **Disability.** Uber will make commercially reasonable efforts to support Agency's obligations under Title II of the Americans with Disabilities Act and section 504 of the Rehabilitation Act of 1973 to ensure that individuals with disabilities are not excluded from, denied the benefits of, or subject to discrimination in the activities carried out under this Agreement. Additional information on Accessibility at Uber is available at <https://accessibility.uber.com/>.

(d) **Accessible Web Content.** The Uber Rider app is certified accessible under the Web Content Accessibility Guidelines 2.0 Level AA Success Criteria (WCAG 2.0). Additional information on Uber's Accessibility Certification is available at <https://accessibility.uber.com/uber-app-accessibility-certification/>.

17. General.

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice or conflict of laws provision, and Agency hereby consents to personal and exclusive jurisdiction and venue in the State Courts for the County of San Francisco, California or the United States District Court for the Northern District of California in the event of any litigation between the parties related to this Agreement.

(b) **Notices.** All notices, requests and approvals required by this Agreement will be in writing and addressed/directed to a party at the address and facsimile (or other electronic method) set forth below, or at such other address of which the notifying party hereafter receives notice in conformity with this section. All such notices, requests, and approvals will be deemed given upon the earlier of receipt of facsimile (or other electronic) transmission during the normal business day or actual receipt thereof. All such notices, requests and approvals will be addressed to the attention of:

If to Uber: Uber Technologies Inc.
1456 Market Street, Suite 400
San Francisco, CA 94103
Attention: Legal - Transit (US)
Email: transit-legal us@uber.com

If to Agency: Marin County Transit District
711 Grand Street, Suite 110
San Rafael, CA 94901
Attention: Cody Lowe
Email: clowe@marintransit.org

(c) **Survival.** Accrued and outstanding payment obligations survive the expiration or termination of this Agreement.

(d) **Force Majeure.** Nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, other natural disasters, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

(e) **Severability.** If any provision or provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

(f) **Assignment.** This Agreement is not transferable and may not be assigned by either party, in whole or in part, without the prior written consent of the other party, provided that both parties may assign this Agreement without such consent, but with notice to Uber, in connection with a merger or a sale of all of the equity or assets of either party. Notwithstanding the foregoing, Uber may assign this Agreement to an Affiliate without the prior written consent of Agency. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

(g) **Attorney's Fees.** In any litigation between the parties, the prevailing party is entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing this Agreement.

(h) **Headings.** Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

(i) **Independent Contractor.** Uber and Agency are and remain independent contractors. Neither party is the representative or agent of the other and neither party has any power to assume any obligations on behalf of the other.

(j) **Acknowledgment of Authority.** The parties have had the opportunity to consult with their respective attorneys and have had the opportunity to review this Agreement. As such, this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the

rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties executing this Agreement have authority to sign and bind its represented party to this Agreement.

18. Definitions. The following terms used in this Agreement have the meanings set forth below:

(a) **“Affiliate”** means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up

(b) **“Agency Personal Data”** means Linking Data provided in connection with this Agreement, excluding any such information provided by individual Uber account holders.

(c) **“Agency User”** means an individual Uber Rider who utilizes the Uber Service for transportation on Agency’s transit system.

(d) **“End User Terms”** means the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal, as may be updated by Uber from time to time.

(e) **“Federal Appropriated Funds”** means assistance from a Federal executive agency that non-Federal entities receive or administer in the form of grants, loans, contracts, loan guarantees, property, cooperative agreements, direct appropriations, or other arrangement by which a Federal agency provides or otherwise makes available direct assistance, but does not include a tax credit, deduction, or exemption.

(f) **“Personal Data”** means any information Agency obtains from Uber in connection with this Agreement that can reasonably be used to identify an individual, including but not limited to an individual’s name together with: (i) request time and date, (ii) drop-off time and date, (iii) pick-up and drop-off address, (iv) trip route, (v) distance, (vi) duration, (vii) fare amount, (viii) service type, (ix) trip ID, (x) expense memo, or (xi) any other data that may otherwise be considered personal data.

(g) **“Uber App(s)”** means Uber’s mobile applications or mobile website (m.uber.com) required for use of the Uber Service, as may be updated by Uber from time to time.

(h) **“Uber Rider”** means any person who applied to receive Uber Services, or otherwise provided personal information to Uber or its agents or any other entity for purposes of obtaining Uber Services. An individual is considered an Uber Rider regardless of whether that person ultimately purchases any services from Uber.

(i) **“Uber Personal Data”** means any information Uber provides to Agency in connection with this Agreement relating to an identified or identifiable individual or that can reasonably be used to identify an individual, or that may otherwise be considered “Personal Data” under applicable law. For the avoidance of doubt, Dashboard data constitutes Uber Personal Data.

(j) **“Uber Services”** or **“Services”** means Uber’s technology systems that, when used in conjunction with the Uber Apps, enables users to request on-demand ground transportation from Agency.

IN WITNESS WHEREOF, Uber and Agency have caused this Agreement to be executed by their duly authorized representatives effective as of the last signature date written below.

UBER TECHNOLOGIES, INC.

MARIN COUNTY TRANSIT DISTRICT

By: _____
Nam: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1

Scope of Work

Uber is excited to partner with Marin Transit to provide our world class on-demand mobility platform to riders. We've spent the past 9 years and over 10 billion passenger trips ensuring our driver-partner, passenger, and dispatching systems are intuitive and efficient to use. This has included 5 years of on-the-ground research and optimization of pooled rides, where Uber has developed and thoroughly vetted our trip batching algorithms to provide shared rides as efficiently and seamlessly as possible.

Uber has been improving these offerings for transit agencies over the past year and we're excited to bring our best-of-class platform to Marin Transit riders. Uber is especially excited to work with a local partner at Marin Transit, where Uber can have a hands-on presence in delivering tools that exceed your staff's and riders' expectations. Here is an overview of our Uber Transit platform that combines our ridesharing platform with the needs of transit riders and administrators.

Platform & Backend System- System Setup

Configurable program set up



- Full-service design consultation
- Support for dynamic route solutions
- Walking and waiting functionality to help increase passengers per revenue hour
- Tools to manage your fleet

Better user experience



- Best in class Rider App and Driver App
- Support for non-smartphone riders
- Ability to include real-time fixed route information for other transit, inside and outside Marin Transit services
- Ability to include other transit fare payments with the Uber App



Real-time data that matters

- Actionable insights into program usage
- Origin / destination trip patterns



Support

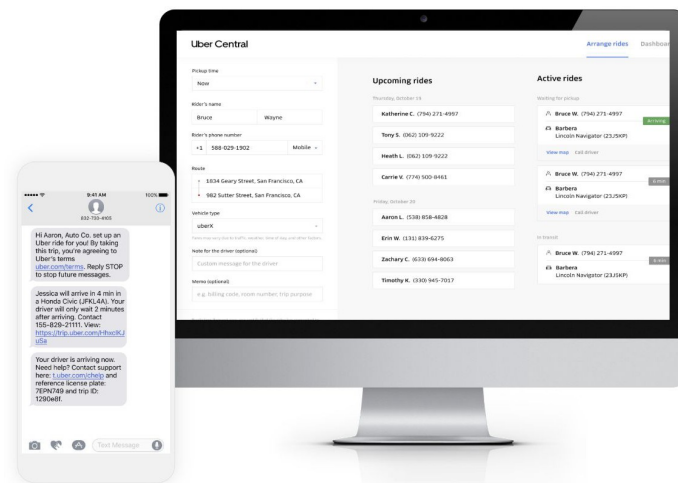
- Dedicated Customer Success Manager
- Transit HQ team at your disposal for support and consultation

Uber Central, for centralized dispatching on behalf of customers

Uber Central is a web-based booking tool that allows your organization to arrange and pay for rides with Uber on behalf of others. Best of all, to arrange a ride Marin Transit will only need a guest name, their mobile phone number, and destination. Plus, the rider won't need the Uber App. Uber Central will let Marin Transit staff request, manage, and pay for rides for others, at scale.

An on-demand ride in minutes

- 🕒 Reliable ride in minutes, at any time on any day
- 📱 Pickup information sent via SMS
- 📍 Real-time progress of active rides



Uber will work with Marin Transit to provide technology to access on-demand and/or advance scheduled services within the designated geographic area. This offering will leverage Uber's proven products that provide access to reliable on-demand rides in over 600 cities across the world.

Currently rides booked on Uber Central are not connected with an account,

information on the trip is sent directly to the rider through SMS and charged to the organization. When the rider is clicking the link to track the driver's location, the Uber App will open if it has been downloaded on the rider's account. With Uber Central, Uber does not yet have functionality to charge the ride to the rider's credit card. However, if Marin Transit have an in-vehicle payment system (eg. cashbox), the rider could be prompted to pay through this process in order to get access to the ride. Another product feature that Uber is currently working on is our "Call-2-Ride" functionality - where riders can book a trip through the Uber call center and this is charged to their rider account. Uber and Marin Transit will continue to work together to implement trip booking for riders without smartphones.

Uber's offering is based on the technology that powers UberPool (our most affordable direct-trip service), our on-demand, shared, curb to curb pick-up service. Uber utilizes location-based (geofencing) technology to limit product services and discounts to users who enter a predefined geographic area or "geofence". Uber will employ this geofencing technology to allow Marin Transit to limit advanced reservation requests to those originating and terminating within the specified boundaries, easily uploaded in GeoJSON format, of the service area. This geofencing technology will empower Marin Transit to change the service boundaries to optimize service to its budget and riders' needs.

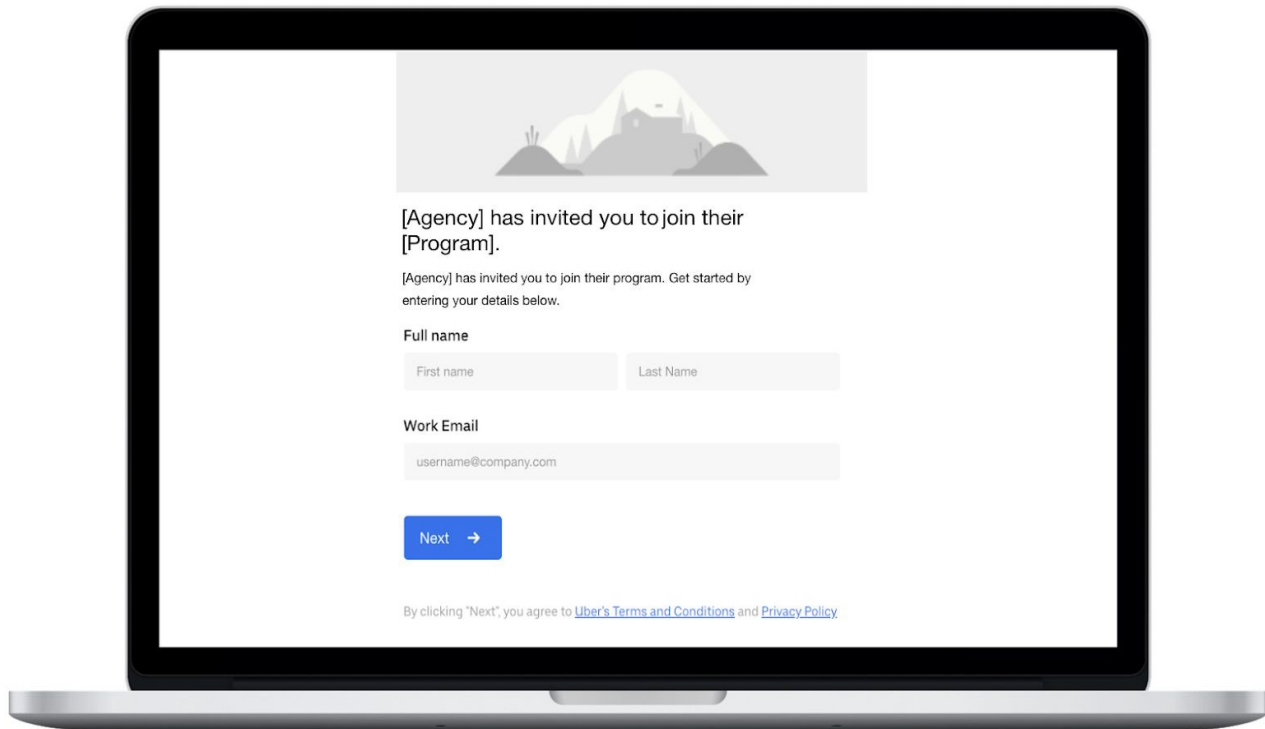
Providing the right fares with rider profiles

Our "Transit Profiles" tool has been specifically tailored to the needs of transit agencies, including agency specified rider types.

For Riders: For Riders: Transit Profiles enables riders to access discounted trips reflecting trip costs for their rider type. Should their trip not meet the program requirements, the discount won't apply. They may also be able to pay a component of the trip cost (i.e. first \$2, then anything over \$40). Marin Transit will be able to control fares based on rider type, and certain riders can be subsidized using Uber Vouchers, which can be geofenced by SMART stations or transit hubs.

Refunds & Tips: Uber can refund rides for trips. Marin Transit would make us aware of a specific trip to refund and Uber would refund the rider. For Marin Transit Connect trips, if Uber has already paid-out the fare to Marin Transit, Uber would simply bill Marin Transit to collect the refund. For Uber Pool subsidies, the cost of the refund would be the responsibility of Marin Transit, unless it aligns with Uber's existing refund policies.

Your Uber Customer Success Manager can also turn tipping on and off on a driver-by-driver basis to ensure tipping is only available if it aligns with your program's goals.



For Agencies: Marin Transit can set up programs aligned to their needs, including setting prices based on eligibility, where and when riders can take Marin Transit Connect trips, and what products they can use. This includes the ability to price the trip on a flat fare for some riders and a distance-based fare for others. They can then check these settings against the data provided to them at both a trip level, and in aggregate. Most settings can be adjusted based on the needs of Marin Transit and their riders. Wait times & walk times can be easily changed. In the example provided, Marin Transit could choose to either allow a 40-minute wait time or to lower the highest available wait time, which would then not show the trip as an option due to the high wait time. Uber’s team will work with Marin Transit to provide an analysis of current demand and the layout of the area to advise Marin Transit on what settings may be preferable, but ultimately those decisions sit with Marin Transit staff.

Future Integrations: Uber’s ability to integrate third-party trips in the Uber App would depend on the software set-up chosen by Marin Transit and the level of resourcing required to deliver on Marin Transit’s needs. For example, setting up an Uber Pool subsidy for a particular area is straightforward, but creating a bespoke API would be resource-intensive. In any event Uber welcomes a conversation with Marin Transit about subsidizing Pool rides in this scenario.

System Setup	
Feature	Uber Solution
Share-ride batching algorithm	Uber’s solution would leverage our proven share-ride matching algorithm to deliver the best possible matching experience, helping Marin Transit get to a minimum of 4 trips per hour.
The need for a web-based administrative console to manage trip reservations and access driver and rider data. An interface to allow call-in reservations to be scheduled in real-time or in advance on a PC is des;	Uber Central is a web-based platform that will allow administrators access to trip reservations, allowing trips to be booked on-demand, or in advance (with a bulk upload feature for recurring trips). In addition, administrators will have access to a fleet management dashboard, where they will have close to real-time visibility of driver information including their current location and status (on-trip, off-trip etc).
The ability to define a service area boundary (a roughly 2-mile radius from each Marin SMART station) that specifies the extent to where and when a rider can book a trip on District operated services; and the ability for the rider to see Marin Transit Connect vehicles within the Uber stack of mobility options	<p>Uber’s Customer Success Team will work with Marin Transit to set up defined “geofences” that set a defined service area boundary that align with your needs. The geofences will restrict trips within that area for District operated services. Connect rides will be available in the entire service area defined by Marin Transit staff if Uber is awarded the contract.</p> <p>Currently Uber Pool rides are available throughout much of the service area, however Novato and areas farther North are not currently served by Uber Pool.</p> <p>The Connect service will display to all riders when a trip is requested within the service area and span. Marin Transit Connect can be displayed alongside our other economy products such as UberX, pool, XL, etc. Once a user chooses a particular product type, that gets promoted toward the top of the list. Currently the product placement is controlled algorithmically to align with rider preferences and as such Uber prefers to not override it.</p>
The ability to automatically calculate and provide an estimated time of arrival (ETA) to rider once trip requests is submitted. After booking, system should continue to calculate and provide updated ETA information to rider	Uber’s offering will automatically calculate ETA information, based on real-time traffic information. Driver ETA is constantly updated on the App, allowing riders to track the drivers’ progress to the pick-up location.

until time of pick-up; and	
The ability to calculate the price of the trip to the rider upon trip request and/or before final trip confirmation is made. System should allow discounts to be applied to price based on factors such as rider type, trip start/end location, or time of day.	Uber's technology uses "upfront pricing" to ensure that riders can see the price of the trip before completing the request. This includes any relevant discounts that are factored into the price based on the rider, their location, or the time of day.
The ability to price the trip based on a flat fare for some riders and distance-based fares for other trips;	Our team will offer a mix of pricing solutions that are tailored to particular riders or service areas.
The ability to associate a rider with an employer sponsored program and either directly bill employee rides to an employer account or remove payment requirements for employee rides and allow District to invoice employer for employee rides;	Uber is able to associate rider accounts with a business program that enables the business to be billed for trips, or enable the use of Commuter Benefit cards for the program. Within the Uber platform, employer-sponsored programs can be limited by geography, service type, and time of day. This functionality is available both through employer-specific profiles or through vouchers provided through Uber to employees depending on what the desired program looks like.
Ability to adjust back end such as max ETAs, deviation thresholds for shared rides, on street and off-street travel speed settings, and walking thresholds for riders.	In addition to being able to set max ETAs, deviation thresholds, and walking thresholds - our tools will also be able to model changes to these settings before they are made to understand the impact. On street travel speed settings are currently linked to local speed requirements.
The ability to integrate and show other public transit options within the system (including real-time arrivals and location) and include an integrated fare payment for transfer to and/from these services;	Uber has recently launched Transit journey planning in the Uber app. Partnering with Uber for this solution would mean that riders can plan their entire journey in a singular app, with real-time arrival and location information. Currently, fare payments are not integrated but available as an option feature.
The ability to show options for other non-District operated mobility services within the same system and allow booking to these systems and integrated fare payment	As outlined above, transit is available today in the Uber app and is not limited to District operated mobility services.

Customer Smartphone App

Marin Transit Connect riders will be able to use the Uber App, available through iTunes or the Google Play Store, to request trips in real-time. The App allows rider profiles to be created, identifying the special needs and service pricing for the rider, so they receive a personally tailored in-app experience. This in-app experience can include customized branding that shows Marin Transit Connect, with the Marin Transit logo, as a ride option with its agency-set price. The Uber Transit team is also launching a “Make my Train” feature. This feature allows users to schedule their trips to make it to their transit trip on time. Marin Connect would be displayed as an option shown with a Marin Connect or other specified logo alongside other Uber services when the pickup and drop-off locations are within the service area and the request is made during Marin Transit service hours. Some of the Uber App’s additional features are shown below. Uber will work with Marin Transit to configure the service to align with the agency’s preferences. As a part of the public transit system without eligibility restrictions, Uber anticipates Marin Transit will want it visible for all members of the public. If Marin Transit prefers, it would only be visible to those who are registered for the service. Marin Transit would also set the price on this service and retain all fare revenues collected by Marin Transit Connect drivers/services.



On demand booking

- Book at rider’s own convenience
- Book multiple riders
- Pay with credit or debit



Track ETA

- Track shuttles position real-time on a live map
- Know your driver’s name and license plate in advance
- Track estimated arrival time and share your ETA with others



In app directions & alerts

- In-app walking directions to pick up and drop off points
- In-app messaging to communicate with driver-partner as needed
- Real time alert as you approach your destination
- In-app 911 integration for emergency help should Marin Transit need it



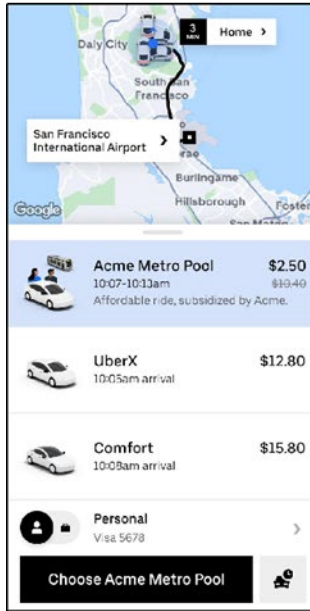
Rating & Support

- Ability to rate your trip and provide feedback
- File support tickets in-app (lost items, driving feedback, etc.)

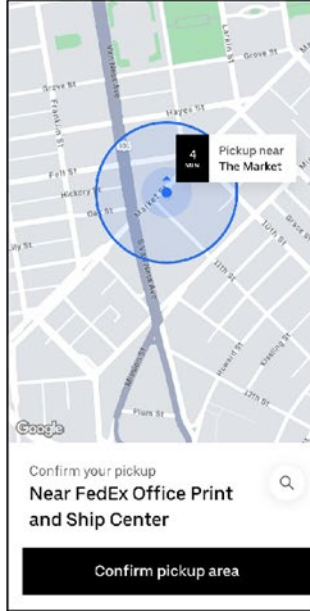
Request & Pick Up

As soon as a rider enters their destination, the App will automatically provide an upfront trip fare, displaying the price under their program after the subsidy is applied. Before completing a trip, request riders can also see the forecasted route and trip duration, letting them know their estimated arrival time - all based on real-time traffic data. Trip requests are automatically confirmed in-app through a notification process. When the rider initially requests a ride, they will receive a prompt letting them know the trip has been booked. When a nearby Marin Transit driver accepts a rider's trip request, the App immediately provides the rider key information on the driver - including their first name, photograph, rating, and license plate number.

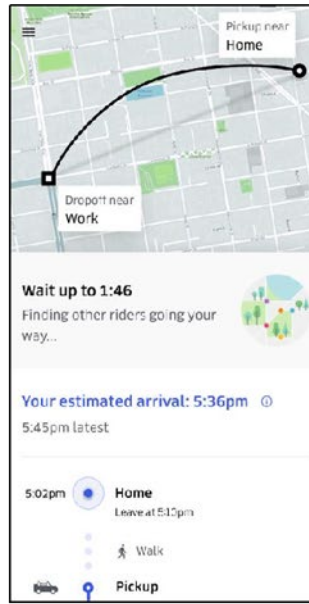
The App also provides the rider with the driver's location, estimated time of arrival, and the ability to track the driver in real time as they make their way to the rider's pick-up location. Riders get a final text notification when the driver is arriving, so they can prepare to meet the driver and begin the trip promptly. Uber will provide Marin Transit with "Uber Central" – our third-party booking dashboard – that will allow trips to be booked on behalf of any riders who do not have a smartphone. These trips can be scheduled ahead of time or booked as an on-demand offering. There is no need to create an account for the rider. An agency coordinator would be able to simply fill in rider's first and last name, phone number, and any special needs at the time of request. Riders can also create their own Uber account via uber.com - and can book their own trips through the web portal m.uber.com without the use of a smartphone.



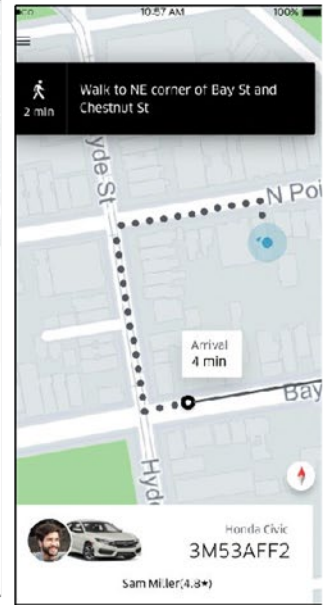
Pool Selection
 This view name and transit image can be customized



Pick up confirmation
 Pickup location is confirmed to provide optimal pickup spot within a block or two



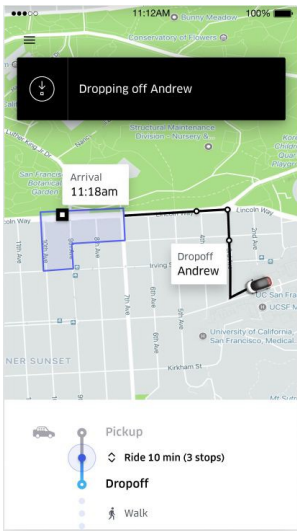
Waiting Screen
 Waiting (configurable) experience to match more riders going in the same direction



Walking directions
 Walking (configurable) directions to pick up spot with driver and vehicle info

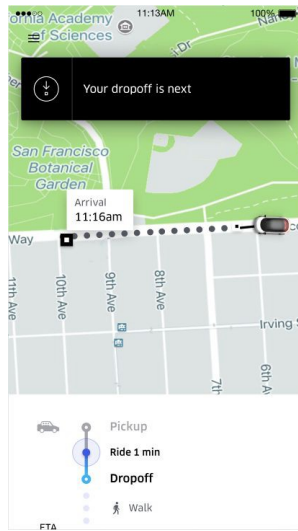
On Trip & Drop Off

When the rider is on-trip, they can track their trip in the Uber App. This includes information on when they are picking up and dropping off other riders along the way. Based on Marin County’s program configurations, Uber will also provide passengers with walking directions to their destination. At the end of their trip, riders can provide feedback on their ride, and rate the trip.



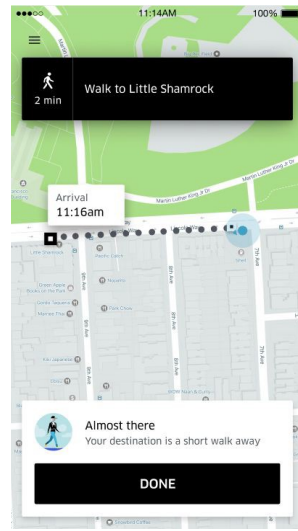
On Trip

Riders can view upcoming next stops and their arrival time



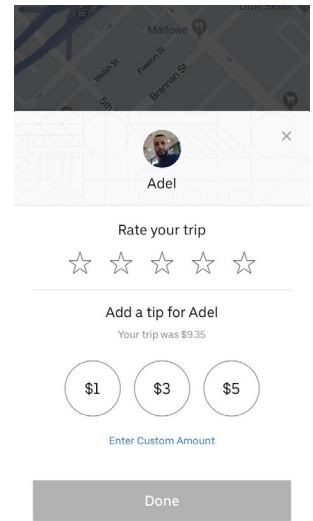
Drop off Notification

Riders are notified once they are next to be dropped off



Walking directions

In app walking directions to their final destination



Rating & Feedback

Riders can provide feedback and reports about the trip

Smart Phone App	
Feature	Uber Solution
Ability request trips in real time for service operated by District vehicles.	Trips are available for request in real-time through the Rider App, the m.uber.com website, or through a third-party call center dispatcher.
Available for download from both Apple iTunes Store and Google Play Store.	The Uber App is available on both stores with 4.7 stars and 4 stars, respectively.
The app should allow a rider profile to be created that identifies special needs of the rider in terms of fare payment, vehicle type, accessibility etc.	Riders can customize their own profile so that they can determine their preferred method of payment, and they can contact their driver with accessibility requirements. For riders who require wheelchair accessible vehicles, Uber will provide specific settings in the app so that they can order vehicles that meet their needs.
The app should allow a rider to indicate payment method, such as a credit card option, cash-payment on-board or other agency-sponsored fare payment options.	The App allows riders to pay with a credit card or pre-loaded Uber Cash in their account. In other markets, Uber has cash payments available, and Uber is excited to partner with Marin Transit to deliver similar functionality to ensure accessibility for those who are unbanked or do not have a smartphone.
The app should allow the user to input various promotional or discount codes that would adjust fares accordingly.	Uber will support discount “vouchers” given to riders by Marin Transit and adjust fares accordingly through our platform.
The app should provide the ability to track vehicle on a map within app and provide service availability forecasting.	The Uber App natively allows riders to track the locations of vehicles on a map and to forecast the amount of time until one is available to pick them up.
The app should provide the ability to give the user updates on their trip and allow other communication to occur, either directly through the app or via SMS messaging.	Within the App, Uber users can see updates to drivers’ locations, the estimated pickup and dropoff times, and exchange messages with drivers and/or administration.
The app can allow for the inclusion of Marin Transit branding	The in-app experience will include customized branding showing Marin Transit Connect, with the Marin Transit logo, as a ride option with its agency-set price.

<p>The app can provide the ability to show customer estimated time of arrival at destination instead of pickup origin. For example, if a rider wants to make a connecting bus or train, the ability to book a ride based on arriving at that station in advance of a specific time</p>	<p>The Uber App natively shows the rider ETA when choosing a mode in the Uber App. The Uber Transit team is also launching a “Make my Train” feature that Uber is in the process of testing now. This allows users to schedule their trips to make it to their transit trip on time.</p>
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Uber can make changes to pickup/drop-off locations and to the underlying base map. Our Maps team is constantly updating base map information through our data partner, TomTom, to accurately reflect closures. They are also currently building out functionality to quickly incorporate driver notification of closures into our base maps that could include input from Marin Transit accounts. Marin Transit Staff can work directly with your Customer Success Manager to adjust pick-up and drop-off locations for UberPool and Marin Transit Connect services and to the underlying base map. Uber can also include site-specific instructions to riders to note pick-up and drop-off conditions eg: sidewalk accessibility.

Optional Add-On Work. Although not included in the base scope of services, Uber is willing to work with Marin Transit to add “period passes” to our platform for unlimited rides in a 1, 7, or 31 day period, which will be a platform specification during setup.

Uber currently integrates public transit routing and ticketing in the Uber app for many cities globally. In addition, Uber recently launched our second transit ticketing city (January 2020). To integrate payment for these trips, Uber needs to further scope this requirement with Marin to determine the level of lift required to implement, but as stated Uber is willing to accommodate this work. Uber can leverage ticketing partner, Masabi, to provide on “off-the-shelf” integration – or explore alternative approaches based on your needs.

Driver App

As part of the solution, Marin Transit will have access to the Uber Driver App.

The Driver App provides drivers with a range of features to support their ability to provide an on-demand service. With a user-friendly design, the Driver App allows drivers to go online with their login credentials to start accepting trips. Once online, trips are then automatically dispatched to drivers. Once a driver accepts a trip, navigation directions and passenger information are provided in-app.

Drivers will be able to be managed by Marin Transit's dispatch center through the Fleet Management Tool. At a high level, the tool provides several functions: **1) Close to real-time monitoring of drivers** – dispatchers will have visibility of all drivers and whether they are on-trip, off-trip or en-route to picking up a passenger. Their contact details are displayed when selected to easily reach a specific driver when needed. **2) Performance information** – data is displayed on important driver metrics such as completion rates, acceptance rates, and fares collected (if relevant). **3) Trip information** - data is displayed on each trip, including pick up and drop off information, the time taken on trip, the distance travelled and the status of the trip (i.e. if it was cancelled or not). **4) Driver information** - this function enables Marin Transit to manage their active driver list and monitor their status in real time.

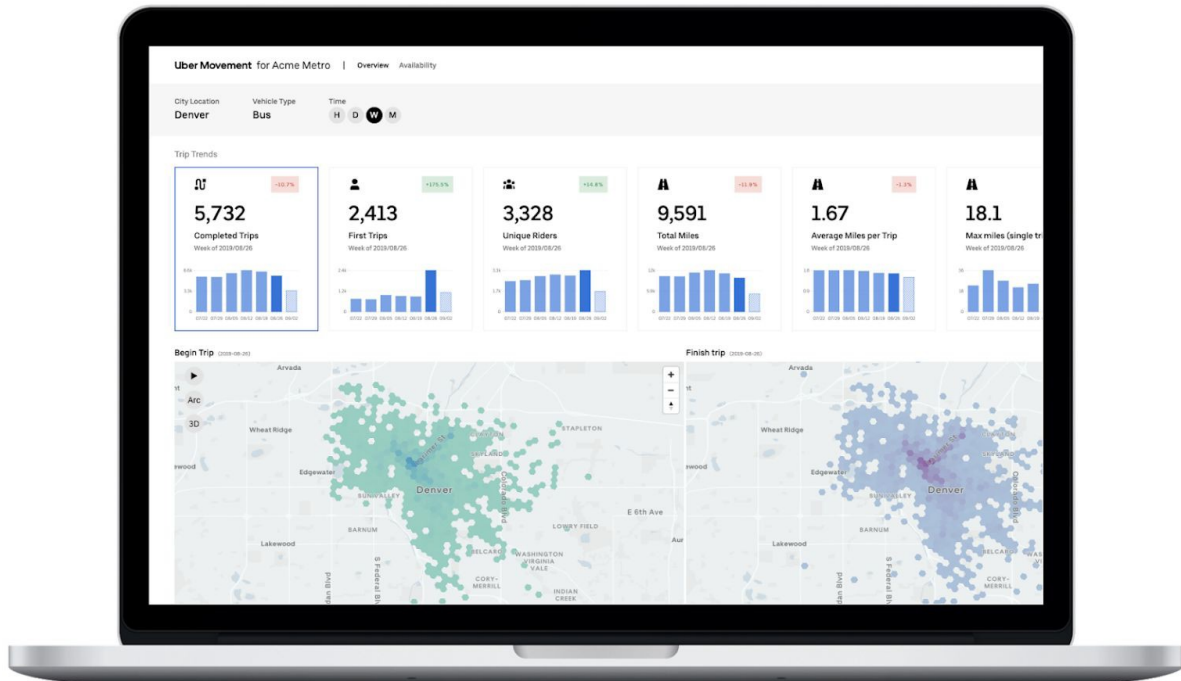
Uber is actively building out this functionality further, so would welcome any feedback around any additional features Marin Transit would like. Although riders cannot be communicated with through this dashboard, Uber does have in-app and email communication tools available for reaching riders.

Notifications are automatically provided to drivers if they are going above the speed limit, or unsafe driving is detected. Once a rider is ready to be picked up, the driver will be able to contact them via message or phone call - and their name is provided to ensure the right person is entering the vehicle.

Driver App	
Feature	Uber Solution
Automatic dispatch of requested trips to Driver App and functionality to allow driver to accept the trip, change/update trip status (Performed/No Show/Cancel), view rider information, and view identified payment method.	Drivers will have all the following features available in the App: <ul style="list-style-type: none"> Automated dispatch: Uber’s algorithm will automatically dispatch trips directly to the smartphone or tablet in the vehicle. Accept trip: When a trip is dispatched to the driver, they will have the opportunity to accept the trip. The acceptance rate of the driver will be visible to Marin Transit through the Fleet Management dash. Change / update trip status: Rider information: View identified payment method: our team can set up the program so that the driver is notified should the rider choose to pay with cash.
Audio and visual directions for driver to perform pickup and dropoff for riders.	Feature available.
A user login feature, with user credentials, to be accepted that are associated specifically with Marin Transit. If the system is used by other users, all requests and rides performed by Marin Transit drivers would be treated as a single account for data collection and fare reconciliation purposes.	Feature available.
The ability for drivers to sign in and out of the system and allow the driver to indicate a break period within the app.	Drivers can pause their work session while they take a break, during which trips cannot be dispatched to the driver. This data can be provided to Marin Transit on an agreed upon cadence (e.g. weekly) that indicates total shift length for each driver shift and the amount of time paused during that shift.
The ability for drivers to directly communicate with riders and dispatch.	Feature available.
Driver app can allow drivers and riders to message directly.	Driver App allows drivers to call and message riders through an anonymous messaging service. A selection of pre-drafted messages are available using just “one-touch” (for example: “I’m here” or “On my way”) to increase efficiency and safety.

Data & Reporting

Uber is committed to sharing data with Marin Transit to align with your needs. Uber will provide self-service dashboards that will assist with this process, giving Marin Transit access to the data when Marin Transit needs it. Uber regularly provides reports based on our partner’s data needs and will work with Marin Transit to determine what Marin Transit needs, the format that is required, and look to automate the process in future. An example of these dashboards is provided below.



Dashboards will provide information on trips at the aggregate level, during a select time period, and showing trip origins and destinations. The fleet management dashboard view will display aggregate operational information by driver. This information is available to agency staff within the Uber fleet management dashboard. The fleet management tool will provide information of all trips provided, ordered by date and searchable by name, email, or mobile number of the driver. Functionality will include a live map, searchable by driver, showing the current status along with the driver’s location on the map.

Data Collection & Reporting	
Feature	Uber Solution
At a minimum, system captures, stores, and has the ability to report National Transit Database (NTD) required statistics, including, revenue vehicle hours (RVH), revenue vehicle miles (RVM), total vehicle hours (TVH), total vehicle miles (TVM), unlinked passenger trips (UPT or boardings), passenger miles travelled (PMT), and vehicles operated in maximum service (VOMS).	Uber will work with Marin Transit to ensure that all required data is provided at an agreed standard to meet NTD reporting requirements prior to launch. Uber is excited to work with Marin Transit to meet Marin Transit's reporting needs. Ride cancellation information is provided as standard - occupancy rates and VMT data could be provided separately.
Full access to the data associated with trips requested and performed within the platform that are assigned to Marin Transit operated vehicles.	Data will be available either in web-based dashboards, or via reports sent to Marin Transit on agreed cadences. This would be Marin Transit's program, as a result, Uber differentiates between the data Uber shares as a private transportation provider from the data Uber shares in licensing our platform. Dispatchers and administrators of your program would have access to all the data available in our product.
Access to both the raw data and reports through a web-based graphical/dashboard mode and a quick tool for export of tabular source data into a flat file in either/both Excel and/or CSV format.	Uber's data dashboards will permit Marin Transit to view the data via the web, while also having the option to download the file. Any reports will be provided in the format desired by Marin Transit.
Ride Data	
Feature	Uber Solution
Requested location of pick-up and drop-off (nearest intersection or census block group)	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
Actual location of pick-ups and drop-offs (nearest intersection or census block group)	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
Trip length (distance and time)	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
Price of trip, including any discounts that were applied.	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
Requested location of pick-up and drop-off (lat/long or address)	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly) to lat/long coordinates up to 3 decimal points.

Actual location of pick-ups and drop-offs (lat/long or address)	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly) to lat/long coordinates up to 3 decimal points.
Estimated and actual pickup time of trip	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
Number of passengers on board	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).

Driver Data	
<i>Feature</i>	<i>Uber Solution</i>
Start and ends of shifts, including breaks	This data will be provided to Marin Transit on an agreed cadence (e.g. weekly). Break data is currently captured by drivers going “offline” by pausing their shift and break timing would be based on that status in the App.
Total vehicle miles traveled (terminal to terminal)	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
Total revenue miles (miles with passengers on board).	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
<i>Rider Data</i>	
<i>Feature</i>	<i>Uber Solution</i>
Ride history	Trips will be displayed on the web-based dashboard, showing individual ride level information, with rider personal identifiable information removed.
Payment history, including use of promotional codes	Fares paid at the individual trip level will be shown in the web-based dashboard, including lower prices where a discount has been applied.
Rider profile information	Personally identifiable rider information will not be shown for privacy reasons, unless the trip has been booked on the rider’s behalf and consent has been provided.

Surveying: Uber can send out emails targeted to riders who have taken trips asking them to fill out a survey. Uber can also send marketing messaging to riders both through the App and through emails with approval from Uber marketing and legal teams. There is no additional cost to the agency for these services. Although Uber does not provide partner agencies with user email addresses or phone numbers to protect the privacy of Pool riders, Uber will help spread the word about transit service and get meaningful feedback

To clarify Uber’s level of data sharing capability, Uber has provided the table below to show how Uber proposes to share data based on the type of program. The definitions have been slightly updated from Marin Access riders, general Connect riders, and subsidized riders on Uber Pool to clarify the differences in data sharing capabilities.

	Trips with no subsidy (e.g. regular UberX, no partnership with Marin).	Subsidized riders on Uber Pool services	Riders on Connect services (Uber is SaaS provider only).
Trip level information	No data shared beyond regulatory requirements.	At the trip level for all types of riders on Marin Transit subsidized and/or provided trips Uber can provide the following information in real-time as soon as trips are completed: <ul style="list-style-type: none"> ● Request date ● Request time ● Drop off date ● Drop off time ● Service (e.g. "Voucher UberX" or "Marin Transit Connect") ● Distance (mi) ● Duration (time) ● City ● Pickup location (lat/long down to 3 decimals) ● Dropoff Location (lat/long down to 3 decimals) ● Fare charged to organization ● Program (e.g. "Voucher Campaign Program") ● Expense Memo (if applicable) 	All data outlined under subsidized Uber Pool services in addition to data needed for reporting (which can be provided in a separate report).
Aggregate level information	No data shared beyond regulatory requirements.	At the aggregate level for all types of riders on Marin Transit subsidized and/or provided trips Uber can to provide the following information, grouped by hour, day, week, month, or year and filtered by date range or transit subsidy program, through the agency facing analytics dashboard: Average miles on trip <ul style="list-style-type: none"> ● Total Miles on Trip ● Average Miles on Trip ● Total time on trip ● Average ATA (actual time from request to arrival) ● Average ATD (actual time from pick-up to drop off) ● Peak times (e.g. AM/PM peak) ● # of trips starting in hexes >100m ● # of trips ending in hexes >100m ● Average fare charged to rider ● # of completed trips ● # of first trips ● # of unique riders 	All data outlined under subsidized Uber Pool services in addition to data needed for reporting (which can be provided in a separate report).

Technical Support

Uber looks forward to working with Marin Transit in providing helpful and responsive customer support throughout the life of this contract. This will include training materials that leverage our knowledge from existing transit agency partnerships to streamline use of our Rider App, Driver App, and Uber's service's backend system.

Staff Training

- Uber will kick off staff training with a two-day onsite workshop during which Uber will train drivers, dispatch staff, planners, and management.
- Ideally two or more members of the staff will attend all the training and serve as in-house trainers to any new staff needing to be onboarded to our platform.
- Uber will be happy to provide ongoing training to additional staff over video conference; however, Uber would like to cultivate that expertise on the Marin Transit team to enable in-person training of new staff.
- Ideally all applicable staff would be able to attend the onsite trainings, with approximately 90 minutes of hands-on work with each team split between two days.
- Uber can conduct driver-facing sessions twice to ensure all drivers can attend a session.

Note that as part of signing up to use the driver app, Marin Transit drivers will need to go through Uber's driver background check process. The background check includes a Motor Vehicle Report (MVR) review as well as a criminal background check. There is no credit check involved. Background checks are performed by Checkr, Inc., a third-party background check provider that is accredited by the National Association of Professional Background Screeners. Uber will cover the costs of background checks for current drivers and new drivers following launch. There is no credit check involved. Most background checks take 3-5 business days to complete but can take longer depending on a number of factors such as county courthouse processes.

Once Uber receives your completed background check from Checkr, Uber will use the results to make our decision and inform Marin Transit and the driver of the decision via email. Marin Transit drivers and potential drivers can track their background check status by logging into Checkr's applicant portal.

Drivers must hold a valid U.S. driver's license and have a minimum of one year of licensed driving experience in the U.S. Their driver's license must be active and free of disqualifying restrictions. Major driving violations or a recent history of multiple minor driving violations, including but not limited to no-fault accidents, may result in disqualification.

Subject to and in accordance with state and local law, some types of criminal convictions

such as murder, sexual assault, terrorism-related offenses, and other serious criminal convictions would result in disqualification if they occurred at any time in the driver’s lifetime.

Convictions for felonies, violent crimes, sexual offenses, and registered sex offender status, among other types of criminal records, are also disqualifying. Pending charges for those categories of crimes are also disqualifying, unless and until such charges are resolved in a driver’s favor. Uber will cover the cost of complying with this requirement for Marin Transit drivers.

Support, Access, & Availability

There will be no limit to the number of users able to access the platform on the administrative side in total or concurrently. A maximum of 10 drivers and vehicles will be able to login with the Driver App concurrently under the base agreement, however Uber will make as many driver logins as Marin Transit needs.

Under this agreement, Marin Transit will always have access to the most up-to-date version of these Uber Transit tools at no additional cost. Uber will work with Marin Transit to communicate these changes to help Marin Transit provide excellent service while using our platform. This includes Customer Success support for Marin Transit, available via phone and email during Marin Transit Connect service hours.

Uber will work with Marin Transit to define mutually agreeable system downtime requirements and change notification processes.

Technical Support	
<i>Feature</i>	<i>Uber Solution</i>
Provide training materials on how to use Rider App, Driver App, and the service’s back end system	Materials available today. Leveraging our knowledge from our existing transit agency partnerships, the Uber Transit team will provide Marin Transit with required training and materials on how to use the Apps and dashboards.
Ongoing support services must be provided via phone and/ or email and must be available via phone and/or email and must be available during Marin Transit operating hours and meet District expectations.	Uber Transit’s Customer Success team are available via phone and email to help provide Marin Transit with all the support required to run the program to a high standard.

Timeline

Uber’s timeline below presents a high-level overview of our planned milestones for network setup time, staff training, and any other mobilization tasks beginning after the contract award date.

Uber’s schedule assumes an anticipated award date of late February 2020 as stated in the RFP. In the event of a delay in the award date, Uber will work with the Marin Transit to adjust the project schedule as appropriate.

Action Item	March 2020	April 2020	May 2020	June 2020	July 2020
Launch planning call w/ Marin Transit	■				
Initial requirements definition & work plan	■				
Draft initial marketing and communications plan		■ ■			
Set up the technology for Marin Transit employees for training & testing			■		
Finalize requirements including geofences, pickup/ drop-off zones			■ ■		
Finalize marketing and communications plan / Marin Transit approval				■	
Marin Transit Driver & Administrator Training				■ ■	
Marin Transit Driver & Administrator Testing				■ ■	
Finalize marketing and communications collateral					■
Launch (8 weeks after contract award date - July 2020)					■

**Exhibit 2
Trademarks and Territory**

Uber Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
UBER	Word mark	United States
	Rider Logo	United States



Agency Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
Marin Transit Connect	Word mark & logo	United States
Transportation Authority of Marin (“TAM”)	Word mark & logo	United States



MEMORANDUM OF UNDERSTANDING
between the
TRANSPORTATION AUTHORITY OF MARIN
and
MARIN COUNTY TRANSIT DISTRICT

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 24TH of April, by and between the Transportation Authority of Marin, hereinafter referred to as "TAM," and Marin County Transit District hereinafter referred to as "MCTD."

RECITALS:

WHEREAS, since September 2017, TAM has provided a pilot program testing first/last mile connections to transit in Marin County; and

WHEREAS, in May 2018, Marin Transit began operations of Marin Transit Connect, a fully accessible on-demand service in northern San Rafael; and

WHEREAS, in October 2019, MCTD and TAM partnered to release a request for proposals for on-demand scheduling software to provide software to operate these programs; and

WHEREAS, TAM and Marin Transit have jointly worked with the selected software provider Uber, to develop a scope of work that meet both agencies program needs; and

WHEREAS, on May 4th, 2020, MCTD board authorized an agreement between MCTD and Uber to provide a pilot on-demand wheelchair accessible service in portions of Marin County; and

WHEREAS, on May 28th, 2020, TAM board authorized an agreement between TAM and Uber to provide a pilot on-demand transit connection in portions of Marin County;

NOW, the parties agree as follows:

General Provisions

- A. TAM and MCTD will continue to partner on management and delivery of these pilot programs, in order to provide high quality transit options in Marin County to support senior mobility and access for disabled riders and first-last mile solutions from major transit stops.
- B. In order to support access for all users, TAM and MCTD have jointly developed a pilot program to use a single technology vendor that integrates both contract requirements into a single on-demand framework with an equivalent level of service for all users, in order to satisfy American With Disability Act requirements.
- C. In the delivery of the respective contracts, modifications to the scope of work may be necessary at any point of the program. TAM and MCTD agree to work cooperatively and provide advance notice to the other party in the following areas:
 - a. Service areas/hours of service
 - b. Fare structure
 - c. Transit station locations for subsidy pricing
 - d. Promotion and marketing
 - e. Call center support and ride dispatch
- D. TAM and MCTD agree to use both parties logos on all marketing materials and outreach materials.

- E. TAM and MCTD will also coordinate on the termination of the pilot program, providing advanced notice as feasible on the termination of services under the pilot and coordinating on future phases or iterations of the program.
- F. The term of the MOU shall be from the date first specified above, continuing indefinitely until terminated by either party. Any party may terminate the MOU by providing written notice to the other party at any time.
- G. This MOU does not constitute an authorization of funding. All obligations under this MOU are subject to the appropriation of resources by their respective governing bodies.
- H. The MOU may be amended from time to time with written consent of the parties.

TRANSPORTATION AUTHORITY OF MARIN:

MARIN COUNTY TRANSIT DISTRICT

By: _____
Anne Richman, Executive Director

By: _____
Nancy Whelan, General Manager

**UBER VOUCHERS for TRANSIT
AGENCIES AGREEMENT**

This Uber Vouchers for Transit Agencies Agreement (“**Agreement**”) is entered into as of the last signature date stated of July 1, 2020 (“**Effective Date**”) by and between **RASIER, LLC**, a wholly-owned subsidiary of Uber Technologies, Inc., located at 1455 Market Street, Suite 400, San Francisco, CA 94103 (“**Uber**”) and **MARIN COUNTY TRANSIT DISTRICT**, located at 711 Grand Street, Suite 110, San Rafael, CA 94901 (“**Agency**”).

Agency Contact Information

Agency Contact Name:	Cody Lowe
Agency Contact Email and Phone Number:	clowe@marintransit.org / (415) 226-0866

Partnership Details

Uber Vouchers for Transit Agencies Obligations	<p>Uber will grant Agency access to the Uber Vouchers for Transit Agencies product.</p> <p>Agency will:</p> <ol style="list-style-type: none"> 1) Agency and Uber to discuss contractual obligations and minimum volume of Uber Vouchers Agency uses. Parties will add those provisions in the Scope of Work at Exhibit 1, which will be agreed upon at a future date during the Term of the contract.] 2) If Agency issues a press release, Agency will provide Uber a quote in the press release highlighting how Agency will be leveraging Uber Vouchers for Transit Agencies
Uber Vouchers for Transit Agencies Services	<p>Uber will provide the following under the Uber Voucher for Transit Agencies relationship:</p> <ol style="list-style-type: none"> 1. Enhanced User Experience <ol style="list-style-type: none"> a. Agency access to centralized voucher dashboard b. Voucher redemption visibility (as available) c. 24/7 Customer Service 2. Custom Onboarding & Education <ol style="list-style-type: none"> a. Uber will work with Agency to educate employees on functionalities of Uber Vouchers for Transit Agencies b. Dedicated onboarding specialist assigned to Agency 3. Access to use the Uber for Transit Agencies Voucher Platform <ol style="list-style-type: none"> a. <u>User administration</u> - quickly add or remove authorized users to Agency Account b. <u>Monthly Billing</u> – bill monthly based on usage c. <u>Trip History</u> – ability to view and manage Uber Vouchers from within the Agency Dashboard

In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms:

TERMS AND CONDITIONS

These Uber Vouchers for Transit Agencies Terms and Conditions (the “**Transit Vouchers Terms**”) govern Agency’s use of Uber Vouchers through the Dashboard. The Transit Voucher Terms, along with the applicable provisions of the Agreement, state the terms under which an Agency may utilize the Dashboard to enable Uber Vouchers.

1. Incorporation. The Transit Voucher Terms are incorporated into and made a part of the Agreement between Uber and the Agency. Agency’s use of Uber Vouchers is subject to the Transit Voucher Terms as incorporated into the Agreement.

2. Purpose. This Agreement states the terms on which Uber shall provide Agency with access to (a) Uber’s browser-based online dashboard for “*Uber Vouchers for Transit*” customers (“**Dashboard**”), and (b) the Vouchers for Transit Agencies product (“**Uber Vouchers**”) that will allow Agency to distribute Uber Vouchers in accordance with the terms of this Agreement. Agency agrees to: (i) maintain an “*Uber Vouchers for Transit*” account (“**Corporate Account**”) under the terms and conditions of this Agreement, as may be updated from time to time. Capitalized terms that are not defined herein shall have the meaning ascribed to them in the Uber Developer Terms.

3. Acknowledgment of Authority. The parties acknowledge that they have had the opportunity to consult with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties executing this Agreement have authority to sign and bind its represented party to this Agreement.

4. Term. This Agreement shall commence on the July 1, 2020 and shall continue for 2 years (the “**Term**”) and may be extended by mutual agreement of the parties for [3 years periods] (“**Extension Term**”), unless terminated earlier under the termination process provided in this Agreement. Either party shall provide at least thirty (30) days written notice before the expiration of the then-current Term if either party intends not to automatically renew the terms of this Agreement, as applicable under the terms of the Cover Sheet.

5. Termination.

(a) **Termination for Material Breach.** Either party may terminate this Agreement, in whole or in part, for the other party’s material breach as follows:

(i) A notice to cure shall be served by the non-breaching party to the breaching party by certified or registered first class mail and addressed to the breaching party’s address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(ii) The breaching party shall have thirty (30) days from the date of receipt of this notice to cure the material breach.

(iii) If the breaching party has not cured the material breach within thirty (30) days of receipt of the notice to cure, the non-breaching party may terminate the Agreement by serving

the breaching party with a “notice of termination” stating the manner in which the breaching party is in material breach and the effective date of termination.

(b) **Termination for Lack of Appropriated Funds.** The parties acknowledge that Agency’s budget may be subject to annual appropriation and that, in any fiscal year, Agency’s annual appropriation may be less than the budget under the Term of this Agreement. If funds are not available to appropriate for payments due under this Agreement, either party may terminate this Agreement, in whole or in part, as follows:

(i) The notifying party shall, no later than thirty (30) days before the expiration of appropriated funds, serve a written notice of termination to the other party by certified or registered first class mail and addressed to the other party’s address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(ii) Any unpaid invoices or outstanding balances due to Uber for services performed within 24 hours of Uber’s receipt of such termination notification from Agency shall become immediately due and payable and shall be subject to Uber’s collection process. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies.

(c) **Termination for Convenience.** Agency may terminate this Agreement, in whole or in part without cause, by providing Uber thirty (30) days advance written notice of termination before terminating the Agreement. Uber may terminate this Agreement, in whole or in part without cause, by providing Agency one hundred and eighty (180) days advance written notice of termination before terminating the Agreement. Such notice shall be given by certified or registered first class mail and addressed to the other party’s address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(d) **Regulatory Approvals and Compliance.** It is a material provision of this Agreement that Agency is solely responsible for all necessary regulatory approvals at the local and state level, including but not limited to the California Public Utilities Commission, for the provision of Uber Services under this Agreement. Uber is entitled to suspend Services under this Agreement until any required approvals are obtained.

(e) **Actual Receipt of Termination Notice.** All such notices of termination will be deemed given upon actual receipt, and approvals will be addressed to the attention of:

If to Uber:

Raiser, LLC
 Uber Technologies, Inc.
 1455 Market Street, Suite 400
 San Francisco, CA 94103
 Attention: Legal - Transactions
 Email: transit-legal-
 us@uber.com

If to Agency:

Marin County Transit District
 711 Grand Street, Suite
 110 San Rafael, CA 94901

Attention: Cody Lowe
 Email: clowe@marintransit.org

6. Fees and Payment.

(a) **Utilization Charges.** When an Uber Voucher is redeemed by an Agency User, Uber shall charge the Agency the Utilization Amount of each such Uber Voucher in accordance with Section 6(b) below. If a fare exceeds the Uber Voucher value for an individual transaction, the balance shall be charged to such Agency User's payment method on file in their Active Account.

(b) Billing Options.

(i) **Monthly Billing.** Subject to terms and conditions determined by Uber in its sole discretion, Agency may elect to receive monthly statements (each, a "**Monthly Statement**") for the aggregate Utilization Amount generated from redeemed Uber Vouchers during each calendar month of the Term ("**Monthly Billing**"). Each Monthly Statement shall be paid in full by the Agency no later than thirty (30) calendar days from receipt of such Monthly Statement.

(c) **Payment Procedures.** All undisputed Utilization Amounts under each Monthly Statement shall be paid in full by Agency within thirty (30) days of receipt of such Monthly Statement.

(d) **Disputed Payments.** If Agency believes that it has been assessed a Utilization Amount it should not have been charged ("Disputed Charge Event"), Agency shall notify Uber in writing within seven (7) days. The parties shall work in good faith to review the charges within forty-five (45) days of Agency notifying Uber of such Disputed Charge Event. If the parties determine that Uber assessed a Utilization Amount that Agency should not have been charged, Uber shall remove such charge from Agency's account.

(e) **Taxes.** Unless otherwise indicated on an Agency User receipt, all Uber Vouchers are exclusive of applicable taxes, and Agency is responsible for the payment of any such taxes assessed on such Uber Vouchers, including, but not limited to, all sales, use, VAT or similar taxes, except for taxes based on Uber's income. All payments are nonrefundable unless stated otherwise in this Agreement. Unless expressly agreed otherwise in this Agreement, each party shall be responsible for the costs and expenses associated with its performance under this Agreement.

(f) **Account Suspension.** Unless Agency has notified Uber of a Disputed Charge Event, Uber reserves the right to immediately suspend Agency's Corporate Account and suspend any or all access to Uber Vouchers by Agency Users if the Agency has not timely paid the Utilization Amount due on any past Billing Statements. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies, for any unpaid Utilization Amount. Reestablishing a deactivated or suspended Agency Corporate Account after full payment of a past due Billing Statement shall be at Uber's sole discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at 1.5% per month or the maximum allowed by applicable law.

7. Access to Uber Dashboard.

(a) **Agency Dashboard.** Uber shall provide Agency with access to the Dashboard under the Terms of this Agreement. Uber's primary contact with Agency shall be through the individual employee or agent that Agency identifies in writing to Uber ("**Administrator**"). The Dashboard will

enable Agency to (a) view and pay Monthly Statements; and (b) view current, appoint new, and remove Administrators. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Subject to Agency's compliance with this Agreement, Uber agrees to use commercially reasonable efforts to provide access to the Dashboard and Uber Vouchers to Agency as stated in this Agreement.

(b) **Administration.** Agency may appoint additional administrators at its discretion. Agency agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit the lead Administrator and Agency's other authorized administrators to access the Dashboard, and (c) update all information of the lead Administrator and other authorized administrators to ensure that it is current, accurate, and complete. Agency shall be responsible for all activity that occurs under its Dashboard login credentials, including, but not limited to, all Uber Programs, and Uber Vouchers created for Agency use on the Dashboard.

8. Agency User Updates. It is Agency's sole responsibility to keep and maintain an accurate list of current Agency Users authorized to receive and utilize Uber Vouchers.

9. Uber Vouchers.

(a) Creating Uber Programs and Uber Vouchers; Limitations.

(i) An Uber Account Manager will create the Uber Vouchers for Agency to distribute to Agency Users. Such vouchers may only be used where Uber makes Uber Vouchers available to Agency. Agency acknowledges and agrees that it is responsible for all marketing, promotion, and advertising of Agency programs for which Uber Vouchers are created, including but not limited to ensuring that such marketing, promotion, and advertising complies with all applicable laws, rules, regulations and ordinances and does not harm the goodwill or reputation of Uber.

(ii) Agency can choose to either create a Program with: (a) one Uber Voucher to distribute to all Agency Users (a "**Single Code**"); or (b) individualized Uber Vouchers that Agency can distribute to each Agency User, with the following restrictions: limited to one code per person, only redeemable by the first person who redeems the code (an "**Individualized Code**"). Agency acknowledges that Uber cannot prevent an Agency User from sharing a Single Code or an Individualized Code with a non-Agency User, and that Uber cannot disaggregate Agency User transactions from non-Agency User transactions when determining Utilization Amounts. Agency acknowledges and agrees to pay Utilization Amount generated from all redeemed Uber Vouchers under the terms stated in this Agreement up to the Uber Voucher Limit, even in the event that Utilization Amounts are impacted by code sharing or non-intended use.

1) **Single Codes.** For any Program that utilizes a Single Code, Agency may limit the number of times such code can be used; provided, however, that Agency must clearly and conspicuously disclose the material terms and conditions of each Single Code to each Agency User, including that use of the code is not guaranteed. Agency acknowledges and agrees that: (1) a Single Code may be used by consumers that Agency did not intend to target (including non-Agency Users), but Agency will be financially responsible for the number of times the Single Code is used to access Uber Services; and (2) Uber will direct all individuals that try to access a Single Code after Agency reaches the usage limitations to contact Agency. Notwithstanding section 6(a)(ii)1(2) above, Agency acknowledges and agrees that Uber will not be liable (i) to Agency Users targeted to receive an Uber Voucher but unable to use their Single Code, or (ii) to Agency for Uber's non-fulfillment of the Uber Voucher because Agency usage limitations have been reached.

2) **Individualized Codes.** For any Program that utilizes Individualized Codes, it is Agency's responsibility to (1) correctly deliver such codes to Agency Users and (2) to clearly and conspicuously disclose the material terms and conditions of each Individualized Code to each Agency User. Agency acknowledges and agrees that Uber will direct all individuals that try to access an Individualized Code after such Code has expired to contact Agency.

(b) **Uber Voucher Limitations.** Agency shall ensure that the maximum aggregate Redemption Value of Uber Vouchers that Agency has available at any given time during the Term shall not exceed the credit amount authorized by Uber for Agency's Monthly Billing, unless Uber agrees in writing to allow Agency to distribute a different amount of Uber Vouchers. Each Uber Voucher created by Agency shall: (1) expire no later than [X MONTHS] after the date that the Agency created the Uber Voucher; (2) have a minimum Redemption Value for each region for which an Uber Voucher was ordered as specified in the Dashboard; (3) be valid for redemption in areas where Uber Vouchers are available until such Uber Voucher expires; and (4) be usable for the Agency User receiving such Uber Voucher (i.e. Agency User cannot be located in New York, New York and have the code only valid for San Francisco, California).

(c) **Restrictions of Use.** Agency cannot use Uber Vouchers with any third-party promotion, agreement, relationship, marketing event, partnership, or any other use case without Uber's prior written consent. Agency agrees it will not apply, or allow to be applied, the Uber Voucher to an Agency User account without first disclosing all of the disclaimers stated in Section 6(e)(iv) below.

(d) **Modification or Cancellation of Uber Vouchers.** After a Program is created, Agency may: (1) update a Program to make the restrictions and/or value more permissive if the Uber Voucher code has not yet been distributed to Agency Users, or (2) cancel a Program, in which case Agency shall immediately notify all affected Agency Users that Agency has cancelled the Program and that Uber is not responsible for the Program cancellation. Agency acknowledges and agrees that if Agency modifies or cancels a Program: (1) Agency remains financially responsible to Agency Users who received an Uber Voucher from Agency, even if the Agency User utilized such Uber Voucher after Agency modified or cancelled the Program; and (2) Agency Users who contact Uber because they are unable to utilize an Uber Voucher code for a modified or cancelled Program will be directed by Uber to contact Agency about any modification or cancellation issues. Agency acknowledges and agrees that Uber will not be liable to: (i) Agency Users who received an Uber Voucher, but were unable to utilize the Uber Voucher following Agency's modifications to or cancellation of the Program, or (ii) Agency for Uber's non-fulfillment of the Uber Voucher as a result of modifications to or cancellation of the Program by Agency.

(e) **Marketing and Messaging Related to Uber Vouchers.**

(i) **Marketing Guidelines.** At all times during the Term, Agency shall follow the marketing guidelines that the parties have agreed to in this Agreement ("**Marketing Guidelines**"), which Uber may update from time to time in its discretion.

(ii) **Approved Use Cases.** Agency agrees to use Uber Vouchers only for the specific purposes of [a Marin Access rider subsidy program]. During the Term, Agency shall obtain prior written consent from Uber to use Uber Vouchers for any purpose other than the approved use case.

(iii) **Delivery of Uber Vouchers to Agency Users.** Agency will receive Uber Vouchers in the form of code links, that Agency may deliver to Agency Users via email, SMS, social media,

online in other digital media, in broadcast media, in print, or OOH, so long as Agency takes down any communication containing the delivery or distribution of an Uber Voucher after such Uber Voucher's expiration date. In the event that Agency delivers Uber Vouchers via email, Agency shall ensure that it is the sole sender of the email as defined by the CAN-SPAM Act and that Uber does not appear as the sender of such email. If Agency delivers Uber Vouchers via SMS, Agency shall ensure that it has affirmative written consent from all Agency Users to send them such messages and will make clear in the message that it is being sent by Agency (as opposed to Uber).

(iv) **Uber Vouchers for Transit Agencies Disclaimer.** Agency shall ensure that its delivery or distribution of an Uber Voucher to an Agency User, or any related communication, shall include a prominent disclaimer notifying the Agency User that the Uber Voucher: (a) may only be redeemed for rides requested via Uber's mobile application; (b) is subject to an expiration date; (c) is subject to specific, defined geographic restrictions; (d) is subject to a maximum Redemption Value; (e) cannot be redeemed for goods or services outside of the Uber App; (f) value is non-transferrable to other Uber accounts, users, or products once redeemed by an Agency User; (g) value of unused portions will not be transferred to an Agency User for any value or credit; and (h) has no cash value and may not be redeemed for cash, except as required by law. The following is a pre-approved disclaimer for a Single Codevoucher:

"Limited Availability. No cash value. Maximum discount of \$[#] per Uber trip. To redeem discount, Uber Voucher code [INSERT LINK] must be applied to Payment section of the Uber app before requesting the first ride to or from [VENUE] [INSERT TIME AND DATE RESTRICTIONS IF APPLICABLE]. Uber Voucher expires [DATE] at [TIME]. Uber Voucher does not apply to tips. Terms subject to change. Limited availability. Issues involving redemption and/or use of the Uber Voucher code should be directed to Agency at [INSERT AGENCY CONTACT INFO]."

For an Individualized Code voucher, Agency should use the pre-approved Single Code voucher disclaimer paragraph above and also add the following disclaimer at the beginning:

"Limited to one code per person. Can only be used by the first person who redeems the code. Non-transferrable."

(f) Uber Account Required.

(i) **Active Uber Rider Account Required.** Agency acknowledges and agrees that before an individual can activate an Uber Voucher for access to Uber Services under this Agreement, such proposed Agency User must have an active Uber rider account for Uber Services ("**Rider Account**").

(ii) **Violations.** Agency acknowledges that certain proposed Agency Users may be suspended or banned from use of Uber Services due to violating Uber's End User Terms or Community Guidelines, available at <https://www.uber.com/legal/community-guidelines> (collectively, "**Violations**"), and that Uber is not obligated or liable to a prospective Agency User that is unable to utilize an Agency-generated Uber Voucher due to Violations. If an Agency User's Rider Account is suspended or terminated in accordance with the End User Terms, that Agency User's access to Uber Vouchers shall also be immediately suspended.

(g) **Restrictions.** Agency agrees to use the Corporate Account, and Uber Vouchers, solely as

stated in this Agreement. Agency shall not, and shall not authorize others to: (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Uber Voucher, Uber Service, or Uber App, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Uber Service or Uber App to any unaffiliated third party, (c) modify or alter any Uber Voucher unless permitted under this Agreement, or (d) otherwise impose any additional fees or charges on an Agency User related to their use of the Uber Vouchers. Uber reserves all rights not granted to Agency or Agency Users under this Agreement.

10. Uber Voucher for Transit Agencies Usage.

(a) Uber Vouchers and the resulting discount codes may be used for personal purposes only by individuals that receive an Uber Voucher via either a Single Code or an Individualized Code.

(b) Agency or Agency Users may not use or resell the Uber Vouchers and resulting discount codes in connection with any marketing, advertising, promotional or other commercial activities, including, without limitation, via websites, Internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, radio and television broadcasts, or otherwise, authorized under the Transit Voucher Terms of this Agreement.

(c) Agency is responsible for lost, stolen, or misused Uber Vouchers and the resulting discount codes or Utilization Charges assessed on Billing Statement.

(d) Uber reserves the right to close or suspend an Agency's or Agency User's account, to adjust balances and/or request alternative forms of payment if Uber determines in its sole discretion that an Uber Voucher is or has been fraudulently obtained or used.

(e) Uber may cease offering the Uber Vouchers for Transit Agencies program at any time and for any reason.

11. Intellectual Property.

(a) **License to Marks; Restrictions.** The term "**Uber Marks**" shall mean the trademarks identified as Uber Marks in Exhibit 2. The term "**Agency Marks**" shall mean the trademarks identified as Agency Marks in Exhibit 2. The term "**Territory**" shall mean the territory identified in Exhibit 2.

(i) Uber hereby grants to Agency, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Uber Marks only as expressly permitted by Uber in each instance. All use of the Uber Marks by Agency will be in the form and format approved by Uber, and Agency will not otherwise use or modify the Uber Marks without Uber's prior written consent. All goodwill related to Agency's use of the Uber Marks shall inure solely to the benefit of Uber. The Uber Marks will at all times remain the exclusive property of Uber. Except as stated in this Agreement, Uber does not, and shall not be deemed to, grant Agency any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Uber.

(ii) Agency hereby grants to Uber, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Agency Marks only as permitted by Agency in each instance. All use of the Agency Marks by Uber will be in the form and format approved by Agency, and Uber will not otherwise use or modify the Agency Marks without Agency's prior written consent. All

goodwill related to Uber's use of the Agency Marks shall inure solely to the benefit of Agency. The Agency Marks will at all times remain the exclusive property of Agency. Except as stated in this Agreement, Agency does not, and shall not be deemed to, grant Uber any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Agency.

(iii) **Use of Uber Marks; Guidelines.** Any use by Agency of Uber Marks shall be subject to Uber's prior written approval, which shall be deemed granted with respect to such uses compliant with the Uber Trademark Usage Guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, as may be amended from time to time by Uber in its sole discretion (the "**Design Guidelines**"). If Agency uses Uber Marks, Agency will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to Agency as to the content, colors, size, "look and feel" and other elements of any and all representations of Uber's Marks. Uber reserves the right to immediately suspend Agency's Corporate Account and suspend any or all access to Uber Vouchers by Agency Users if Uber, in its sole discretion, determines at any time during the Term that Agency breached any of its obligations under this Agreement with respect to authorized usage of Uber Marks.

(b) **No Development.** EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Uber and Agency before the commencement of any such activities.

(c) **Inspection of Records.** During the Term of the Agreement, Uber may request in writing that Agency provide Uber all of Agency's relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that Agency, or any other third party sent to Agency Users in connection with an Uber Voucher) that include the Uber Marks (collectively, the "**Records**"). Agency shall provide the Records to Uber within thirty (30) calendar days of Uber's request for such documents. If Uber, in its sole discretion, determines that Agency has not met its obligations under the Agreement with respect to authorized usage of Uber Marks, Uber may immediately suspend Agency's Corporate Account and suspend any or all access to Uber Vouchers by Agency Users and take any additional measures afforded to it by law or under the Agreement. Agency shall preserve all of the documents listed in this paragraph for a period of at least two (2) years from the termination or expiration of the Agreement.

12. Confidentiality.

(a) **Definition of Confidentiality.** The term "Confidential Information" shall mean any confidential or proprietary business, technical or financial information or materials of a party ("**Disclosing Party**") provided to the other party ("**Receiving Party**") in connection with the Agreement, whether orally or in physical form, and shall include the terms of the Agreement. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

(b) **Restrictions.** Receiving Party agrees that (a) it will use Confidential Information solely for

the purposes permitted under this Agreement and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other requests for disclosure of any Confidential Information of Disclosing Party, Receiving Party will, give Disclosing Party written notice of such subpoena, order or request at least five (5) days before disclosure, and allow Disclosing Party to assert any available defenses to disclosure.

(c) **Public Records Laws.** Uber acknowledges that Agency may be subject to public records disclosure laws. Agency agrees to make diligent efforts to limit disclosure pursuant to any available bases stated in California or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber of the request and allow Uber twenty (20) business days to take whatever action it deems necessary to protect its interests. If Uber does not take any such action within said period, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

(d) **Nonpublic Personal Information.** If Agency mistakenly, inadvertently, or inappropriately obtains access to any Personal Data related to an Uber Voucher or the Uber Services utilized by a rider in connection with this Agreement, Agency shall immediately notify and return it to Uber (and shall cause its employees or agents to do the same). Agency shall not (i) copy, duplicate, or otherwise reproduce or retain any portion of any Personal Data in any form or manner whatsoever, nor permit any of its employees or agents to do so, nor (ii) enhance any database or any other files or other media by using any Personal Data.

(e) **Confidential Information Security.** Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

13. Privacy and Data Security.

(a) **Uber Data Restrictions.** Uber's collection and use of Uber Personal Data, including information Uber obtains from individuals to establish an Uber Rider Account, shall be treated by Uber in accordance with the Uber privacy statement, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time. Uber agrees that Agency Personal Data shall be used solely for the authentication, verification, and linking purposes described in this Agreement and for no other purpose. Uber shall limit access to Agency Personal Data solely to Uber personnel who have a legitimate business need to access such Agency Personal Data. Uber will not disclose Agency Personal Data to any third party unless expressly authorized in writing by Agency, except for Uber service providers who have a legitimate business need to access Agency Personal Data to carry out work solely on Uber's behalf and for no other purpose, and who are in each case bound by privacy and security obligations regarding Agency Personal Data that are at least as restrictive as those contained herein.

(b) **Security.** Uber and Agency agree to implement and maintain appropriate technical, physical, and organizational measures to protect the other's personal data against unauthorized

or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, keeping in mind the nature of the information. In the event of a data breach involving the other party's personal data, each party shall notify the other promptly after becoming aware that the data breach involved the other party's personal data. Such notice shall include at least: (1) the nature of the breach of security measures; (2) the types of potentially compromised personal data; (3) the duration and expected consequences of the data breach; and (4) any mitigation or remediation measures taken or planned in response to the data breach. Upon any such discovery, each party will (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the data breach, and (b) provide the other with assurances that such data breach will not recur.

14. Contract Amendment. All changes to the Agreement shall be made in writing through an amendment by mutual agreement. No oral statement or other conduct by either party shall change or modify the Agreement. The Agency may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Agreement and if Agency is unsatisfied with the proposed change, Agency's sole remedy is to terminate the Agreement and pay Uber for all remaining invoiced amounts.

15. Insurance. Uber agrees to maintain the following insurance coverage with an A.M. Best financial rating of "A-" or better:

(a) Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of one million dollars (US\$1,000,000) per occurrence and two million dollars (US\$2,000,000) in the aggregate for bodily injury and property damage.

(b) Workers Compensation Statutory (for all states of operation) including Employer's Liability with limits of not less than one million dollars (US\$1,000,000).

(c) Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of one million dollars (US\$1,000,000) each accident combined single limit.

(d) The insurance obligations stated here are in addition to those that may be required of Transportation Network Companies by applicable law in Agency's jurisdiction.

(e) Upon Agency's reasonable request from time to time, Uber shall furnish Agency with a certificate of insurance showing coverage as set forth herein. Agency shall be covered as an additional insured on the auto and general liability policies.

16. Warranties; Disclaimer; Ownership.

(a) **Mutual Warranties.** Each party hereby represents and warrants that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder, (b) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party, (c) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (d) it shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder, and (e) such party's Marks as provided by such party pursuant to this Agreement and used in accordance herewith will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

(b) **Agency Warranties.** Agency represents and warrants that: (a) as it relates to Agency's activities involving the Uber Vouchers, including but not limited to the Programs, and the marketing, promotion and any other form of communications regarding the Uber Vouchers, Agency will comply with the Design and Marketing Guidelines and all applicable law (including, without limitation, CAN-SPAM and TCPA); (b) Agency is responsible for the full cost of all Uber Vouchers used, whether Single Codes or Individualized Codes, and whether or not used as intended by Agency Users or others; and (c) Agency will comply with Uber's Terms of Use and Community Guidelines and other applicable terms and policies, including but not limited to not engaging in the following prohibited behaviors and uses: (i) using Uber to commit a crime, (ii) riders carrying firearms, and (iii) using Uber to facilitate nuisance, annoyance, inconvenience, property damage, or violations of state or federal law or regulation. Agency further represents and warrants that Company has obtained rights, permission and legally adequate consent from Agency Users: (a) to receive SMS messages and other communications from Uber in connection with Uber Vouchers and the Uber Service; and (b) for Uber to provide Agency with detailed trip information for the Uber Voucher that an Agency User has charged to Agency's program.

(c) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE, UBER APP AND UBER VOUCHERS "AS IS" AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE UBER SERVICE, UBER APP AND UBER VOUCHERS WILL MEET AGENCY'S REQUIREMENTS OR THAT THE OPERATION OF THE UBER SERVICE, UBER APP, OR UBER VOUCHERS WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE UBER SERVICE, THE UBER APP, OR UBER VOUCHERS, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AGENCY ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SYSTEM THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. UBER IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS RELATED TO INDEPENDENT TRANSPORTATION OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

(d) **Ownership.** Agency agrees that Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Uber Service, Uber App, including any updates, enhancements and new versions thereof, all data related to the use of the Uber Services, and all related documentation and materials provided or made available to Agency or any proposed Agency User or Agency User in connection with this Agreement. All rights not expressly granted are withheld.

17. Indemnification.

(a) Each party ("**Indemnifying Party**") will indemnify, defend and hold harmless the other party ("**Indemnified Party**"), its directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to:

(a) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party's representations or warranties in this Agreement, or (b) the infringement of a third party's intellectual property rights by the Indemnifying Party's Marks, but only if such Marks have been used by the Indemnified Party in the manner authorized under this Agreement.

(b) Additionally, Agency, as an Indemnifying Party, will indemnify, defend and hold harmless Uber, as an Indemnified Party, its Affiliates and their respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to Agency's use and distribution of the Uber Vouchers, including but not limited to Agency's marketing, advertising, promoting, communicating, or delivering the Uber Voucher to Agency Users in any manner in any media. This means that if Agency Users are unable to redeem their Single or Individualized Codes because the funds attributable to such Codes have already been used, Agency shall indemnify Uber for any claims made by such Agency Users.

(c) The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

18. Limits of Liability. OTHER THAN EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR OBLIGATIONS WITH RESPECT TO A BREACH OF CONFIDENTIALITY, (A) IN NO EVENT SHALL UBER OR AGENCY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR AGENCY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING ONE HUNDRED THOUSAND DOLLARS(\$100,000).

19. Conflicts of Interest and Non-Competitive Practices

(a) **Conflict of Interest.** By entering into this Agreement, Uber acknowledges and agrees that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with its obligations under this Agreement. Uber shall not employ any person or agent having any conflict of interest. If Uber becomes aware that it or its agents, employees, or officers acquires such a conflict of interest, it shall immediately disclose such conflict to Agency.

(b) **Contingent Fees and Gratuities.** By entering into this Agreement to perform Work, Uber acknowledges and agrees that:

(i) No persons, except as designated by Uber, shall be employed or retained to solicit or secure this Agreement with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

(ii) No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Uber or any of its officers, agents, employees or representatives, to any official, member or employee of Agency or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

(c) Disclosure of Current and Former Agency Employees - To avoid any actual or potential conflict of interest or unethical conduct:

(i) Agency employees or former Agency employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Uber, while employed by Agency or within one (1) year after leaving Agency employment if he/she participated in determining the Work to be done or processes to be followed while an Agency employee.

(ii) At the time of offer, Uber shall identify current or former Agency employees involved in the preparation of proposals or the anticipated Uber obligations under the Agreement. Failure to identify current or former Agency employees involved in this Agreement may result in termination of this Agreement.

(iii) Uber is responsible for notifying Agency's project manager of current or former Agency employees who may become involved in the Agreement any time during the term of the Agreement.

20. Nondiscrimination. During the term of this agreement, Uber shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination.

(a) **Equal Employment Opportunity Efforts.** Uber will undertake equal employment opportunity efforts required by applicable federal, state, or local law to ensure that all employees and applicants are treated without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. As between Uber and Agency, "equal employment opportunity efforts" shall mean active efforts required by applicable federal, state, or local law to ensure equal opportunity in employment that is free from unlawful discrimination.

(b) **Equal Benefits to Employees with Domestic Partners.** Uber shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Agreement.

(c) **Disability.** Uber will make commercially reasonable efforts to support Agency's obligations under Title II of the Americans with Disabilities Act and section 504 of the Rehabilitation Act of 1973 to ensure that individuals with disabilities are not excluded from, denied the benefits of, or subject to discrimination in the activities carried out under this Agreement. Additional information on Accessibility at Uber is available at <https://accessibility.uber.com/>.

(d) **Accessible Web Content.** The Uber Rider app is certified accessible under the Web Content Accessibility Guidelines 2.0 Level AA Success Criteria (WCAG 2.0). Additional information on Uber's Accessibility Certification is available at <https://accessibility.uber.com/uber-app-accessibility-certification/>.

21. General.

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice or conflict of laws provision, and Agency hereby consents to personal and exclusive jurisdiction and venue in the State Courts for the County of Marin California or the United States District Court for the Northern District of California in the event of any litigation between the parties related to this Agreement.

(b) **Notices.** All notices, requests and approvals required by this Agreement will be in writing and addressed/directed to a party at the address and facsimile (or other electronic method) set forth below, or at such other address of which the notifying party hereafter receives notice in

conformity with this section. All such notices, requests, and approvals will be deemed given upon the earlier of receipt of facsimile (or other electronic) transmission during the normal business day or actual receipt thereof. All such notices, requests and approvals will be addressed to the attention of:

If to Uber:

Raiser, LLC Uber Technologies, Inc.
1456 Market Street, Suite 400
San Francisco, CA 94103
Attention: Legal - Transactions
Email: transit-legal-
us@uber.com

If to Agency:

Marin County Transit District
711 Grand Street, Suite
110 San Rafael, CA 94901
Attention: Cody Lowe
Email: clowe@marintransit.org

(c) **Survival.** Accrued and outstanding payment obligations shall survive the expiration or termination of this Agreement.

(d) **Force Majeure.** Nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, other natural disasters, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

(e) **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) **Assignment.** This Agreement is not transferable and may not be assigned by either party, in whole or in part, without the prior written consent of the other party, provided that both parties may assign this Agreement without such consent, but with notice to Uber, in connection with a merger or a sale of all of the equity or assets of either party. Notwithstanding the foregoing, Uber may assign this Agreement to an Affiliate without the prior written consent of Agency. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

(g) **Attorney's Fees.** In any litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing this Agreement.

(h) **Headings.** Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

(i) **Independent Contractor.** Uber and Agency are and shall remain independent contractors. Neither party is the representative or agent of the other and neither party shall have any power to assume any obligations on behalf of the other.

22. Definitions. The following terms, as may be used in the Agreement, shall have the meanings set forth below:

(a) **“Active Account”** means an account of an Agency Uber that has: (i) been installed or accessed through the Uber App on a compatible mobile device, (ii) registered for and maintained during the Term an active personal user account for the Uber Service, which registration requires the entry of certain personally identifiable information and a personal credit card number, and (iii) confirmed the mobile number provided during the Uber App registration process.

(b) **“Affiliate”** means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up

(c) **“Agency Personal Data”** means Linking Data provided in connection with this Agreement, excluding any such information provided by individual Uber account holders.

(d) **“Agency User”** shall mean an individual that receives one or more Uber Vouchers.

(e) **“End User Terms”** shall mean the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal, as may be updated by Uber from time to time.

(f) **“Federal Appropriated Funds”** means assistance from a Federal executive agency that non-Federal entities receive or administer in the form of grants, loans, contracts, loan guarantees, property, cooperative agreements, direct appropriations, or other arrangement by which a Federal agency provides or otherwise makes available direct assistance, but does not include a tax credit, deduction, or exemption.

(g) **“Personal Data”** means any information Agency obtains from Uber in connection with this Agreement that can reasonably be used to identify an individual, including but not limited to an individual’s name together with: (a) request time and date, (b) drop-off time and date, (c) pick-up and drop-off address, (d) trip route, (e) distance, (f) duration, (g) fare amount, (h) service type, (i) trip ID, (j) expense memo, or (k) any other data that may otherwise be considered personal data.

(h) **“Program”** means an event or series of events for which Agency wants to provide Agency Users with an Uber Voucher in order to travel to or from the event using Uber Services.

(i) **“Redemption Value”** shall mean the maximum amount for which an Uber Voucher, whether issued under a Single Code or an Individualized Code, may be utilized by an Agency User to receive a discount on Uber Services under this Agreement.

(j) **“Uber App”** shall mean Uber’s mobile application or mobile website (m.uber.com) required for use of the Uber Service, as may be updated by Uber from time to time.

(k) **“Uber Rider”** means any person who applied to receive Uber Services, or otherwise provided personal information to Uber or its agents or any other entity for purposes of obtaining Uber Services. An individual is considered an Uber Rider regardless of whether that person ultimately purchases any services from Uber.

(l) **“Uber Personal Data”** means any information Uber provides to Agency in connection with this Agreement relating to an identified or identifiable individual or that can reasonably be used to identify an individual, or that may otherwise be considered “Personal Data” under applicable law.

For the avoidance of doubt, "Dashboard Data" shall constitute Uber Personal Data.

(m) "Uber Services" or "Services" shall mean Uber's technology systems that, when used in conjunction with the Uber App, enables users to request on-demand ground transportation from independent third-party transportation providers.

(n) "Uber Voucher" means a discount code generated and paid for by Agency that, when validly applied, allows an individual with an Active Account to receive a partial or full payment of Utilization Charges for Uber Services up to the amount of the applicable Redemption Value, subject to (i) any utilization requirements and limitations established by Agency, (ii) the terms of this Agreement, and (iii) other restrictions and limitations as Uber may determine from time to time that are generally applicable to all discount codes generated by Uber.

(o) "Utilization Amount" means the exact dollar amount of an Uber Voucher an Agency User utilized to access Uber Services.

IN WITNESS WHEREOF, Uber and Agency have caused this Agreement to be executed by their duly authorized representatives effective as of the last signature date written below.

RASIER, LLC

MARIN COUNTY TRANSIT DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Scope of Work

[To be developed throughout the Term of the agreement by Uber and Agency as needed]

**Exhibit 2
Trademarks and Territory**

Uber Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
UBER	Word mark	United States
	Rider Logo	United States



Agency Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
Marin Transit Connect	Word mark & logo	United States
Transportation Authority of Marin (“TAM”)	Word mark & logo	United States





Mobility On-Demand Software Agreement

Marin Transit Board of Directors

May 4, 2020

- **October 2019**
 - Board approval to extend pilot with Via through June 2020
 - RFP for Mobility On-Demand Software released in conjunction with Transportation Authority of Marin (TAM)
- **November 2019**
 - Proposals due
- **January & February 2020**
 - Interviews conducted with short-listed candidates
- **March 2020**
 - Notice of Intent to Award (to Uber) released to all vendors



Why Uber? Benefits



- **Integration** of TAM's first last mile shared-ride subsidy program, Marin Transit's Connect service, and real-time transit options (MCTD, GGT, SMART) within one app
- **Service area expansion** to roughly 2.5 mi. radius from all Marin SMART stations
- Allows Connect to continue to support **same-day option for seniors and riders with disabilities** with expanded coverage
- Allows Connect to continue to **increase first and last mile, shared-ride connectivity** to fixed route transit and for commuters traveling to/from employment sites
- **Easier to market and promote** service as Uber app is often already downloaded on many smartphones
- Uber solution will provide **technology cost savings**



Uber

Comparison to Current Program

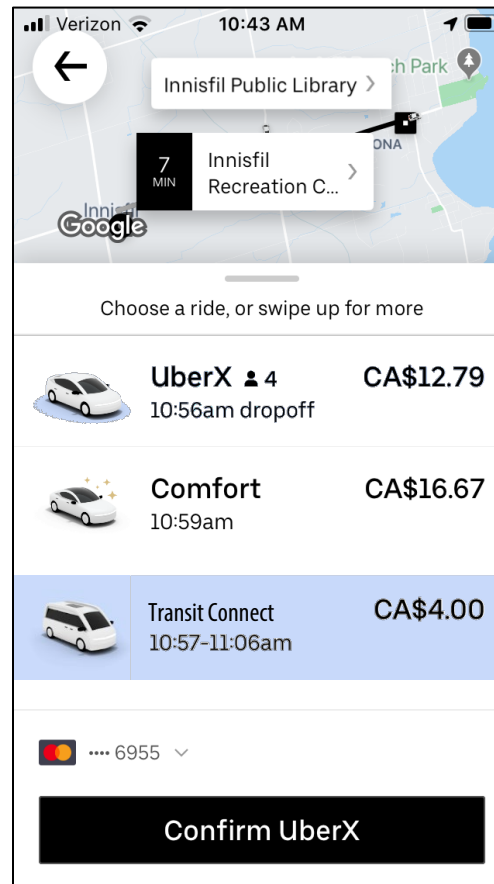


	Current Program	Uber Program
Connect Ride Requests (App)	Marin Transit Connect App	Uber App
First/Last Mile Ride Requests	Marin Transit Connect App + Lyft App (TAM Program)	Uber App
Real-Time Transit Info.	Not available in Connect nor fully integrated in Lyft App	Uber App
Operations	Contractor Operated (Whistlestop)	Contractor Operated (Whistlestop)
Vehicles/Supply	4 Accessible Vans	4 Accessible Vans + Uber Network
Service Area	Downtown + Northern San Rafael (~ 7 sq. mi.)	2.5 miles from SMART stations (~ 80 sq. mi.)
Technology Costs	\$50,000 / year	\$30,000 / year
Employer Programs (Marin County & Kaiser)	Marin Transit Lead	TAM Lead
Connect Pricing / Subsidies	\$4.00 / mile (general public) \$3.00 flat fare (Marin Access)	\$4.00 / mile (general public) \$3.00 flat fare (Marin Access)
Monthly Pass Options	\$80 (general public), \$40 (Marin Access)	Optional Add-On
Enrollment/Account Assistance (Marin Access)	Travel Navigators	Travel Navigators

Item 7

What will it look like?

- Functionality is similar but will be through Uber platform and show Marin Transit Connect vehicles and pricing



Integrated Real-Time Transit Data

Verizon 1:33 PM

Choose a ride

Economy

Newer cars with extra legroom

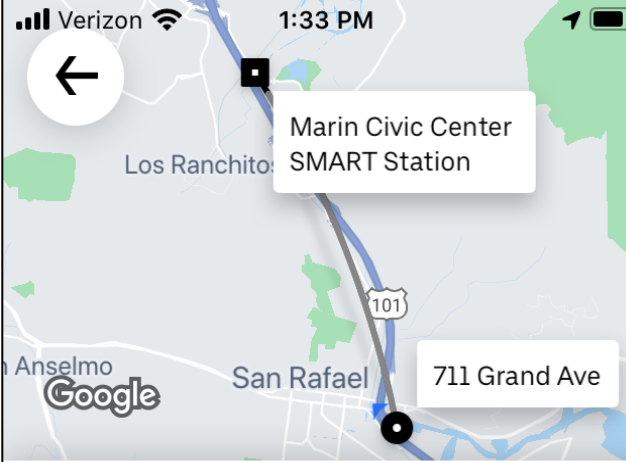
Pool 2 **\$8.62**
1:50-1:59pm
Shared rides with the option to walk

Transit **\$2.00**
1:55pm
Public transit routes in your city

UberXL 6 **\$15-18**
1:43pm
Affordable rides for groups up to 6

MasterCard 6955

Verizon 1:33 PM



Marin Civic Center SMART Station

Los Ranchitos

San Rafael

711 Grand Ave

Choose a route

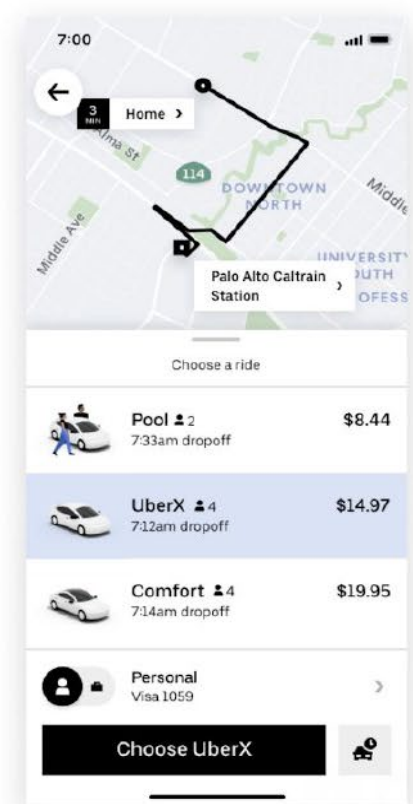
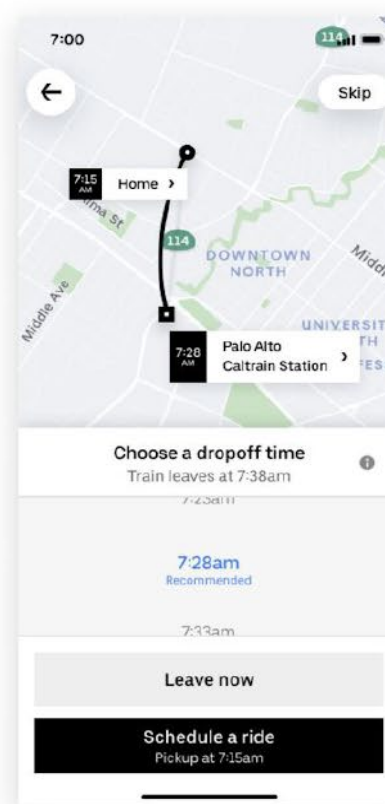
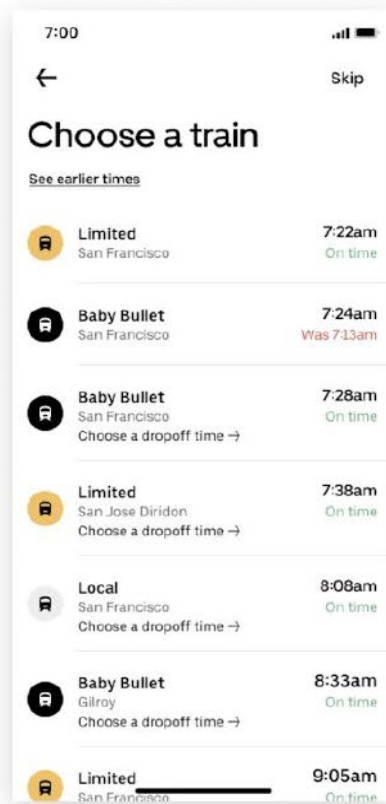
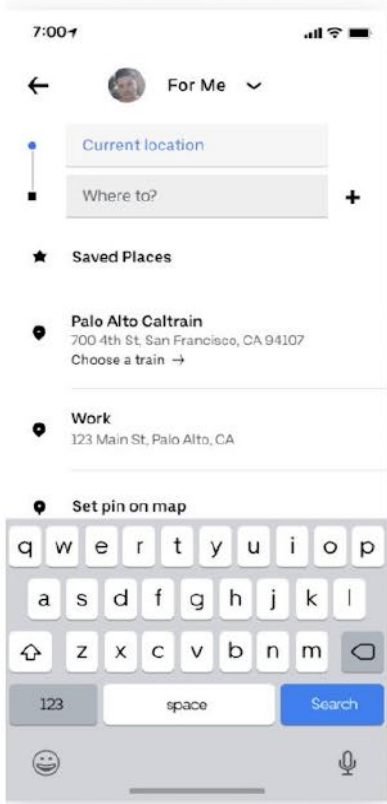
5 > 49 35 **1:56pm**
Leaves in 11, 27, 41 min \$2.00

5 > 233 > 9 **2:24pm**
Leaves in 27, 82 min \$2.00

9 > SMART > 1 **2:36pm**
Leaves in 55, 119, 151 min \$3.50

What will it look like?

■ “Make my Train” feature



- **Mobility On-Demand Platform Agreement (Uber)**
 - Software to support Connect operations
 - Amount not to exceed \$40,000 / annually
- **Voucher Program for Transit (Uber)**
 - Ability for Marin Transit to subsidize rides on Uber (non-Connect) services in the future
 - No fee amount until program is developed (requires future Board approval)
- **Memorandum of Understanding (TAM)**
 - Partnership agreement to coordinate on Connect and TAM's First/Last Mile transit subsidy program including:
 - Service Area
 - Hours of Service
 - Fares
 - Accessibility

Thank You

Robert Betts

Director of Planning & Operations, Marin Transit

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supervisor district 4

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supervisor district 1

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director
city of novato

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director
supervisor district 2

kathrin sears
director
supervisor district 3

May 4, 2020

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

SUBJECT: Marin Transit Update on Free Fare Initiatives

Dear Board Members:

RECOMMENDATION: Authorize staff to develop and implement Countywide promotional campaign to offer free fares during the national election on November 3, 2020.

SUMMARY: Marin Transit has found fare free promotions to be an effective method to incentivize new riders to try transit and to reward existing riders. Staff evaluated the fare free campaign tested during the 2019 County Fair and have considered other fare free campaigns to promote transit use.

The goals of a Marin Transit countywide promotional fare free campaign include:

- Provide an additional financial incentive to take transit;
- Eliminate a potential barrier to trying transit from navigating fare payment systems;
- Test the impact of free fares on ridership;
- Reward riders who choose to ride Marin Transit local fixed route service; and
- Provide congestion relief and offer viable travel alternatives to driving.

2019 Marin County Fair

Your Board authorized staff to implement a countywide promotional campaign during the 2019 Marin County Fair and offer increased transit service and free fares on all fixed route and Connect services.

Staff concluded that the campaign succeeded in several areas. The fare free campaign represented a token of appreciation for daily riders, attracted new riders to transit, and supported countywide goals to reduce congestion and GHG emissions.

The free fare days led to a smoother boarding process and reduced dwell times at bus stops, and ridership was significantly increased countywide, including on Marin Transit routes that did not serve the fairgrounds. This is an indication that fares can be a barrier to choosing to ride transit.

As part of this campaign, Marin Transit staff implemented a comprehensive framework that provides a solid foundation for similar campaigns. Staff predicts that future opportunities will benefit from a better understanding of the level of effort and will be much less time intensive.

Student Research

Staff worked with students from Terra Linda High School in San Rafael, who participated in the Marin School of Environmental Leadership (MSEL), to develop a research project on the intersect of transit and environment. The project objectives include raising awareness on transportation options in Marin County, and identifying initiatives that support transit and environment. The MSEL research project recognized the notion of fare free campaigns as a great initiative to promote transit countywide and support environmental goals by reducing congestion and GHG emissions.

MESL students developed a presentation on their project and made a policy recommendation in support of fare free campaigns. MSEL Transportation Group Policy Presentation is included as an information item in your Board agenda packet.

Opportunity to Combine Marketing and Outreach Efforts

As part of the July 2020 fare policy changes, staff are undertaking a range of outreach activities to inform the public and educate riders on the benefits of using passes and Clipper over cash payment. These outreach and education efforts that started since the policy's adoption, are anticipated to continue through December 2020. The proposed fare free day in November would also provide an opportunity to combine marketing and outreach to promote Marin Transit's reduced fare media pricing and incentivize local transit use.

Fare Free Promotion Days Considered

Staff evaluated several potential candidates for fare free days in 2020. These include Marin County Fair, Election Day, Earth Day, Marin County Senior Fair Day, New Year's Eve, and Bike-to-Work Day. Staff based this evaluation on several considerations. These include anticipated demand level, operational complications, potential overcrowding, limited bike rack availability, and consistency with the goals of campaigns of this nature.

The Marin County Fair and the November 3rd election were initially considered as opportunities for fare free campaign. Due to COVID-19 pandemic, Marin County Fair is cancelled for 2020. Staff recommends that your Board authorize Marin Transit to develop and implement a countywide promotional campaign to offer free fares during the national election on November 3, 2020. This would be a unique opportunity to cross-promote Marin Transit services and the new reduced fare media pricing as part of the roll out of the District's updated Fare Policies. All demand response services (paratransit, Catch-A-Ride, Dial-A-Ride, and Connect) and Muir Woods would be exempt from the free fare offerings.

If approved by your Board, staff will develop a detailed strategy and timeline to implement the campaign and coordinate with partners to cross-promote transit services during the November election. Staff will monitor performance of the fare free days by comparing ridership to the prior year, observing traffic congestion levels, and evaluating the impact of operational improvements and public education and outreach.

FISCAL/STAFFING IMPACT: Staff estimates that this promotional campaign will cost the District \$12,600. This amount includes the anticipated loss in fare revenue, and administrative support. The table below shows the estimated cost for each campaign.

Item	Election Day (3 Nov 2020)
Fare Revenue loss	\$8,600
Staff Time, Marketing and Direct Costs	\$4,000
Total	\$12,600

Respectfully submitted,



Aida Banihashemi
Planning Manager



Marin Transit Fare Free Campaign

Marin Transit Board of Directors

May 4, 2020

Fare free promotions as effective method to incentivize transit use

Goals:

- Provide additional financial incentives to take transit
- Provide congestion relief and offer viable alternatives to driving
- Eliminate a potential barrier to trying transit and navigating fare payment
- Test the ridership impact of free fares
- Reward frequent riders



Takeaways:

- Represented a token of appreciation
- Attracted new riders to transit
- Significantly increased countywide ridership
- Smoother boarding process and reduced dwell times at bus stops
- Supported countywide goals to reduce congestion and GHG emissions.
- Comprehensive framework that provides solid foundation for similar campaigns



Combined Marketing Efforts

- Roll out of fare policy changes
- Cross-promote Marin Transit services and the new reduced fare media pricing

Student Research

- MSEL research project: intersect of transit and environment
- Recommendation on Fare Free Campaigns



Potential fare free days in 2020:

- Marin County Fair, Election Day, Earth Day, Marin County Senior Fair Day, New Year's Eve, and Bike-to-Work Day.

Evaluation Factors:

- Anticipated demand level
- Operational complications
- Potential overcrowding
- Limited bike rack availability
- Align with the goals of campaigns of this nature



Recommendation:

Countywide promotional campaign during the

National Election Day - November 3, 2020

Free fares on all fixed route services (demand response services and Muir Woods would be exempt)

Estimated cost: \$12,600 (includes anticipated fare revenue loss, marketing and admin support)

Monitoring performance:

Ridership, traffic and operational improvement, public outreach and education

Thank You

Aida Banihashemi

Planning Manager, Marin Transit

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fax: 415.226.0856
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May 4, 2020

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

SUBJECT: Marin Transit Financial Status Update

Dear Board Members:

board of directors

dennis rodoni
president
supervisor district 4

kate colin
vice president
city of san rafael

judy arnold
2nd vice president
supervisor district 5

damon connolly
director
supervisor district 1

eric lucan
director
city of novato

katie rice
director
supervisor district 2

kathrin sears
director
supervisor district 3

RECOMMENDATION: For information only.

SUMMARY:

This letter provides an update to the Marin Transit Board regarding the short term and potential long-term fiscal impacts of the COVID-19 pandemic. Our riders, contractors, drivers, and direct staff have all been affected by the shelter in place order and the actions needed to prevent the spread of COVID-19. Much is still unknown including the duration on the shelter in place order and the resulting economic impacts, but this letter provides preliminary projections and a timeline for future updates.

COVID-19 has caused unprecedented disruptions to Marin Transit operations. Ridership and fare revenue are down 80 percent, and staff anticipates that District revenues based on sales taxes will decline significantly. Federal funding is now available to help offset the revenue declines. Marin Transit will receive \$5.4 million in Section 5307 and 5311 funds from the Coronavirus Aid, Relief and Economic Security (CARES) Act for operations assistance in the first of two planned regional allocations. This federal funding, combined with District reserves, will prevent the need for Marin Transit to include service cuts in the FY2020/21 Budget.

Staff delayed the FY2020/21 draft budget presentation to allow additional time to review and incorporate rapidly changing information related to almost every revenue source and expense. Staff will present the final FY2020/21 budget for your consideration at the June 1, 2020 Board meeting.

COVID-19 Fiscal Impacts

The response to COVID-19 has led to cancelled trips and unprecedented ridership declines. The County public health officer issued a Shelter in Place order that began on March 16, 2020. Combined, the order and school closures have led to an 80 percent

decline in ridership and corresponding fare revenues on Marin Transit fixed route and paratransit services.

Marin Transit discontinued yellow bus service in the Ross Valley (operated by Michael's Transportation) and all supplemental school routes throughout the county (operated by MV Transportation). The District cancelled service to Muir Woods (operated by MV Transportation) on April 7, 2020 due to the closure of the National Monument. With the reduction in hours on the MV contract, Marin Transit's required hourly payment for services declined. However, Marin Transit continues to pay the full fixed fee payment, and as of April, Marin Transit will pay MV Transportation for planned service hours to help retain workers by allowing for the payment of administrative leave and wages for drivers and other hourly employees. This action is consistent with the intent of CARES Act funding and within the budgeted FY2019/20 contract expenses.

To date, Marin Transit has maintained the remaining fixed route service to allow for social distancing subject to driver availability on the service operated by Golden Gate Bridge Highway and Transportation District.

Paratransit service hours (operated by Whistlestop) have declined based on reduced service demand. To both provide vital services and maintain employment for drivers, the District has authorized a reduction of riders per vehicle and deliveries to paratransit riders. Marin Transit continues to pay Whistlestop the full monthly fixed fee payment, and as of April, Marin Transit will pay Whistlestop for planned service hours to help retain workers by allowing for the payment of administrative leave and wages for drivers and other hourly employees. Similar to the contract changes for fixed route, this action is consistent with the intent of CARES Act funding and within the budgeted FY2019/20 contract expenses

While the current loss of ridership and associated fares is unprecedented, the economic impacts of COVID-19 may have more significant and longer-term impacts on Marin Transit financials. Fare revenue accounts for eleven percent of Marin Transit's budget, and revenues based on sales tax and diesel tax account for a total of 61 percent. The Metropolitan Transportation Commission (MTC) made a preliminary estimate that FY2019/20 sales tax would decline by 15 percent. Actual sales tax returns are released with a two-month lag. March sales tax numbers, which were only partially impacted, should be available in late May or early June.

Table 1 shows projected losses for fare revenue, State Transportation Act (STA), State Transportation Development Act (TDA), and local Measure AA sales tax funding. These projections are based on very preliminary assumptions listed in the table notes and will be updated as new information is available.

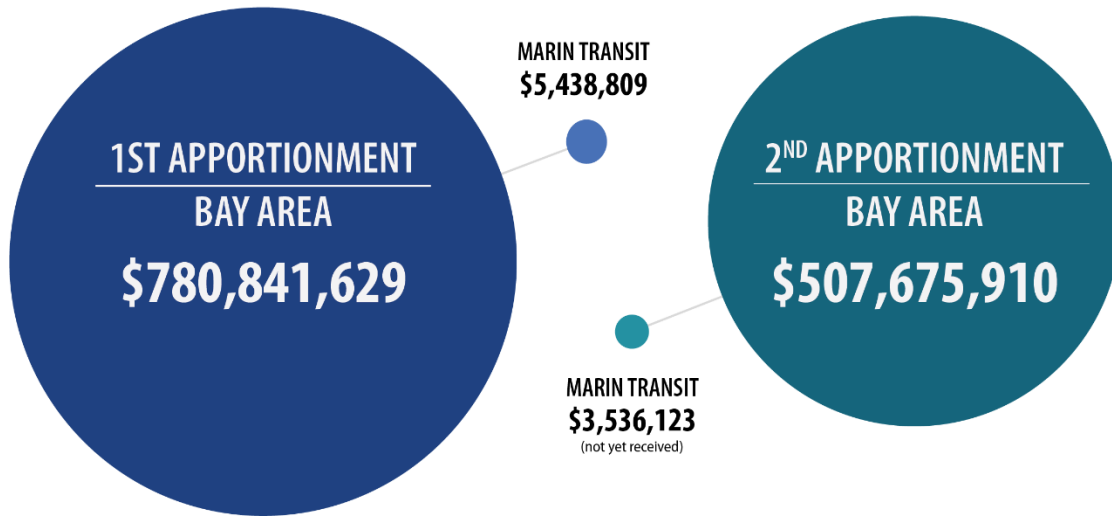
Table 1: Preliminary Projections of Revenue Impacts from COVID-19

	FY20 Projected Losses	FY21 Projected Losses	FY20 + FY21 Projected Losses
Fare Revenue	(331,000) ¹	(600,000) ²	(931,000)
Measure AA	(1,474,000) ³	(968,329) ⁴	(2,442,329)
STA/TDA	(1,100,000) ⁵	(1,900,000) ⁶	(3,000,000)
Property Tax	(0)	(130,000) ⁷	(130,000)
Other	NA ⁸	NA	
Total	(\$2,905,000)	(\$3,598,329)	(\$6,503,329)
Notes:			
1) 80% decline for three months			
2) Fare revenue recovering to 90% of “normal” by January 2021			
3) Measure AA – based on MTC’s projected drop of 15%; TAM staff are projecting a smaller decline			
4) Measure AA- based on TAM’s draft number for FY21 compared to TAM’s February 2020 projection.			
5) Reduction of 15% of Marin Transit’s FY20 anticipated allocations based on MTC’s February 2020 fund estimate			
6) Reduction of 20% of Marin Transit’s FY21 anticipated allocations based on MTC’s fund estimate			
7) Drop in projected property tax increases			
8) Other funds include reimbursement from Golden Gate Transit for paratransit services. Any reduction in payments should have no net effect since they should be offset by reductions in service costs.			

Federal CARES Act

Marin Transit is receiving timely and significant federal funding for transit operations. On Friday, March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. The CARES Act includes \$25 billion for the Federal Transit Administration (FTA) to allocate to transit operators through the urbanized area (Section 5307) and rural area (Section 5311) formula funding programs. The funding will be provided at a 100 percent federal share, with no local match required. It will be available to support capital, operating and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19. Eligible expenses include maintaining transit services as well as paying for administrative leave for transit personnel due to reduced operations during an emergency.

CARES Act Funding Apportionments



The Metropolitan Transportation Commission (MTC) is the recipient of Section 5307 funds for the Bay Area. MTC worked quickly with all Bay Area transit agencies to develop a sub-allocation of 60 percent of the region's funding (\$780 million) that reflects the initial needs of the transit agencies during this crisis. The allocation method is based on each agency's projected need due to anticipated losses of revenues and ensures small operators receive a baseline percentage of their FY2019/20 operations budget. This strategy allows for timely distributions of funding while reserving \$507 million in Bay Area CARES Act funding to be distributed once more data and information is known about actual impacts in this rapidly changing environment.

In the first allocation, Marin Transit is receiving a total of \$5.4 million in CARES act funding. This consists of \$239,772 in Section 5311 rural funding and \$5.2 million in Section 5307 urbanized area funding.

MTC deducted Marin Transit's rural allocation from our regional allocation to calculate the District's initial Section 5307 sub-allocation of \$5.2 million. Staff submitted the grant application to FTA for the Section 5307 funding on April 24, 2020. Pending review and approval, Marin Transit should be able to drawdown funds in late May or June. Marin Transit will use these funds for operating assistance on the fixed route and paratransit services.

Caltrans administers the FTA Section 5311 Rural and Intercity Transit funding. On April 10, 2020, Caltrans notified transit providers that they would distribute funding as quickly as possible to help address critical needs for funding due to the COVID-19 shelter in place ordinance. Caltrans will distribute 30 percent of the Section 5311 funding in an initial allocation in accordance with the FY2019/20 5311 formula distributions. Marin Transit is receiving \$239,772 of Section 5311 funding for the operation of transit service in West Marin on the West Marin Stagecoach and the rural dial-a-ride service. This is slightly more than our District's FY2019/20 annual amount of 5311 funding.

Financial Outlook

Marin Transit was in a strong financial position before the COVID-19 pandemic, and this helps prevent the need to make decisions based on preliminary projections of revenues losses. Recent years of strong economic growth enabled your Board to make decisions to fully fund the District's emergency and contingency reserves and the recent passage of the Measure AA transportation sales tax extension provides longer term baseline funding for the District. The Transportation Authority of Marin (TAM) has also indicated they will suspend retention of Measure AA reserve funds (5 percent of receipts) and continue to distribute Measure A reserves to help maintain stable levels of local sales tax funding to the District.

Marin Transit will use these reserves and revenues, combined with the CARES Act funding (Table 2), to backfill the projected FY2019/20 and FY2020/21 revenue losses. These funds provide the resources for the District to maintain and restore, when appropriate, current levels of service. Once staff better understand the extent of sales tax impacts and how quickly riders return to Marin Transit, the District can carefully plan and evaluate options to ensure long term financial stability. To date, additional expenses due to cleaning and emergency operations are offset by fuel savings. We do not yet know how future operations expenses will be affected by limiting capacity to provide social distancing on buses and other future operations requirements as the economy reopens.

Table 2: Marin Transit COVID-19 Funding and Available Reserves

Funding Source	Amount
CARES Act Federal Funding (Round 1)	\$5.4 million
CARES Act Federal Funding (Round 2)	unknown
Measure AA Reserve Estimate (2 years @ 5% per year)	\$1.2 million
Marin Transit Contingency Reserves	\$11 million
Subtotal	\$17.6 million
Marin Transit Emergency Reserves*	\$5.4 million
*Per Board policy, emergency reserves should only be used in periods of prolonged revenue shortages to sustain District operations until service reductions, program cuts or fare increase are made to reestablish a balance budget.	

Marin Transit FY2020/21 Budget

Staff began initial preparations for the FY2020/21 budget in February 2020 with staff meetings on each of the District's service elements. The onset of the COVID-19 pandemic has significantly altered financial projections and disrupted the budget development process. Marin Transit staff typically present a draft budget at the May Board meeting and a final budget for adoption at the June meeting. To allow for additional information on new revenue sources and incorporate impacts of COVID-19 on operations and revenues, staff will bring the budget to your June meeting for adoption. Even with this delay, it may be necessary for staff to update the FY2020/21 budget during the fiscal year when the length of the shelter in place ordinance is known and we better understand the longer-term economic impacts. Staff's presentation of the quarterly financial reports will provide an opportunity to consider budget updates throughout the year.

The FY 2020/21 budget will include the operations of transit service at levels similar to those in the FY2019/20 budget. With the additional federal funding combined with Measure AA sales tax and Marin Transit’s reserves, the District has the resources to restore service levels when the shelter in place ordinance is lifted and no service reductions are currently needed.

Marin Transit staff are reviewing financial projections and transit demand on a regular basis. The timeline below (table 3) outlines significant milestones or decision points in anticipation of the end of the shelter-in-place ordinance and to incorporate new information on economic and social impacts as they are available. Staff will work to ensure there are sufficient reserves to provide adequate time for the District to develop service reductions should they become necessary. As a start, staff will continue to ensure there is a six to twelve-month buffer to allow staff to develop proposals and your Board to evaluate options and make informed choices if significant service reductions are needed.

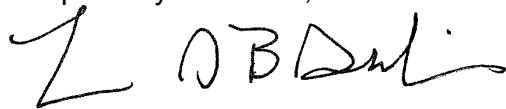
Table 3: Proposed Timeline

Date	Action	Description
June 2020	Adopt FY2020/21 Budget	Budget retains existing service levels and is balanced using Federal COVID funds plus reserves funds.
June 2020	Board review of potential service adjustments	Staff will present service adjustments for more cost-effective service
August 2020	Board review of updated financial projections	Staff will report to your board on the impact COVID-19 has had on sales tax revenues. This information will quantify the impacts on Marin Transit’s most significant revenue sources. Determine if service cuts are needed in March 2021 (not anticipated)
September 2020	Implement service adjustments as needed	As determined in June 2020
March 2021	Board review of updated financial projections	Staff will report to your board on the state of District’s revenues and impacts of current economic climate. Determine if service cuts are needed in September 2021

FISCAL/STAFFING IMPACT:

Information only.

Respectfully submitted,



Lauren Gradia
Director of Finance and Capital Programs



Marin Transit Financial Update

COVID-19, Federal CARES Act, & FY2020/21 Budget

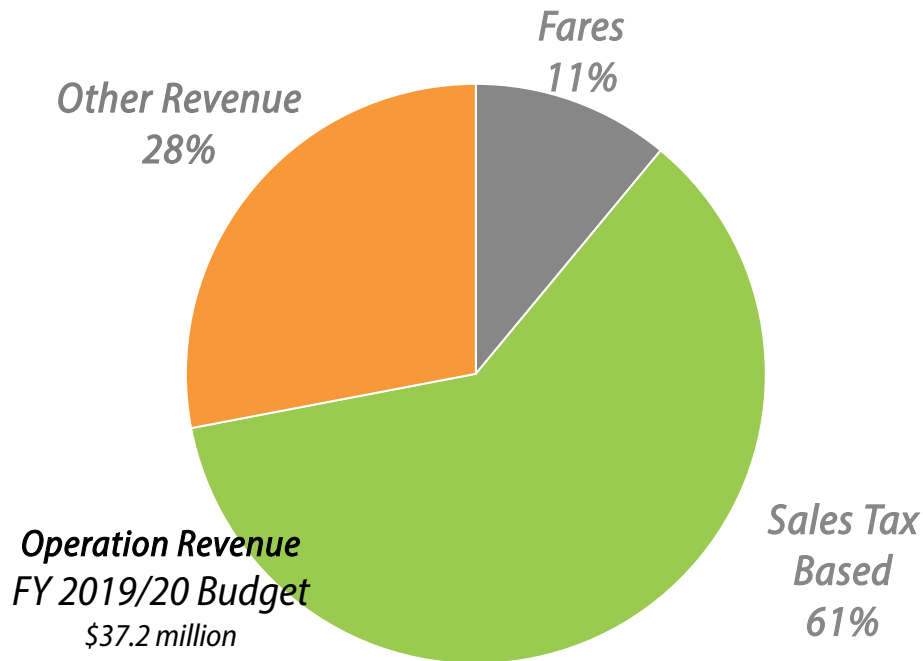
Marin Transit Board of Directors

May 2020

- Covid-19 Fiscal Impacts
- Federal CARES Act
- Financial Outlook
- FY2020/21 Budget
- Timeline for Updates and Decisions



- Unprecedented drop in ridership and corresponding fares
- Secondary economic impacts to sales tax based revenue will likely have deeper and more significant impacts to transit

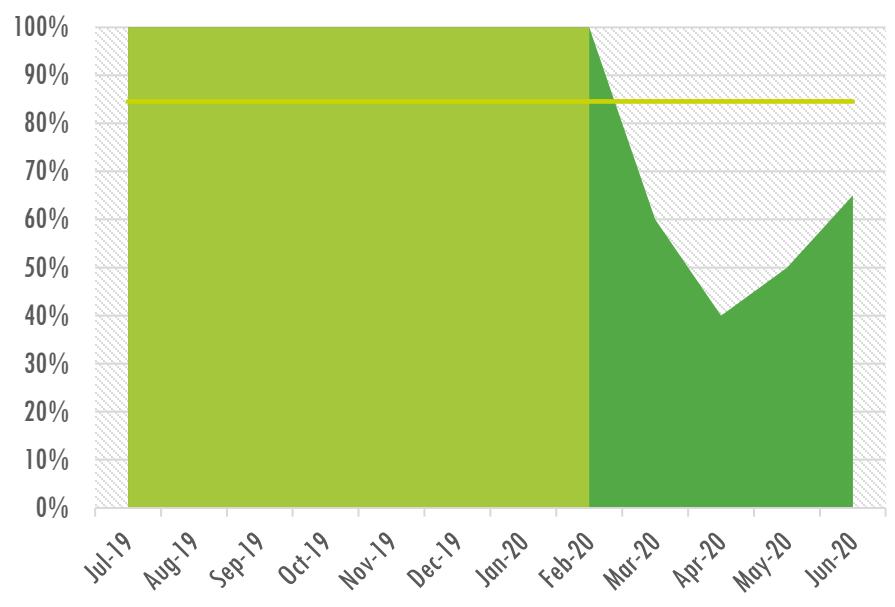


	FY20 +FY21 Projected Losses
Fare Revenue	(931,000)
Measure AA	(2,442,329)
STA/TDA	(3,000,000)
Property Tax	(130,000)
Other	(0)
Total	(\$6,503,329)

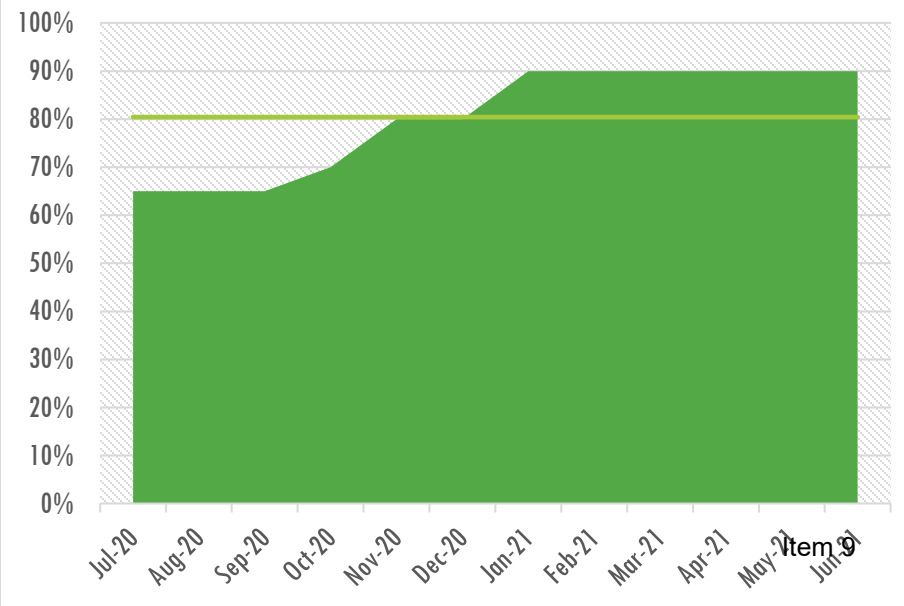
For now, these are only projections....



FY 19/20 Sales Tax Impacts



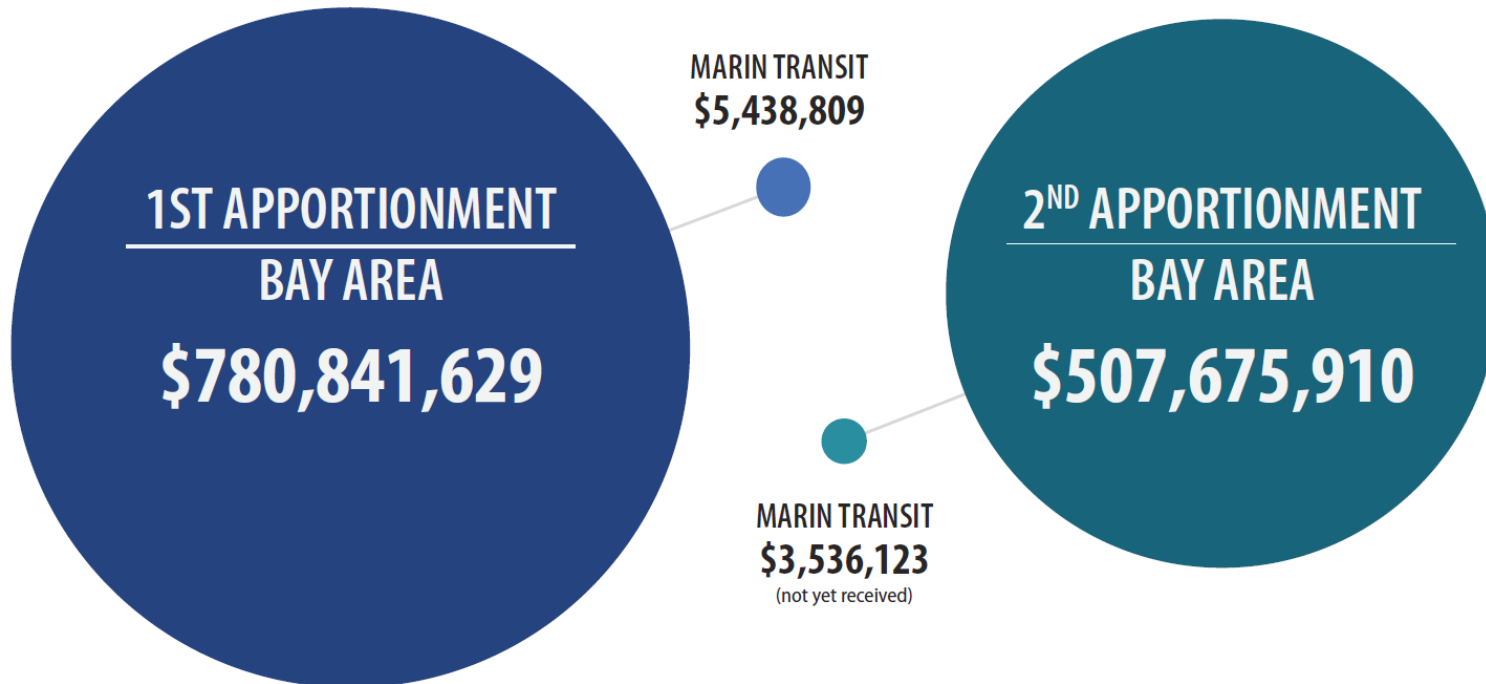
FY20/21 Sales Tax Projections





significant federal funding to ensure drivers and hourly employees are retained and to replace lost revenues

CARES Act Funding Apportionments



CARES Act & Reserve Funds



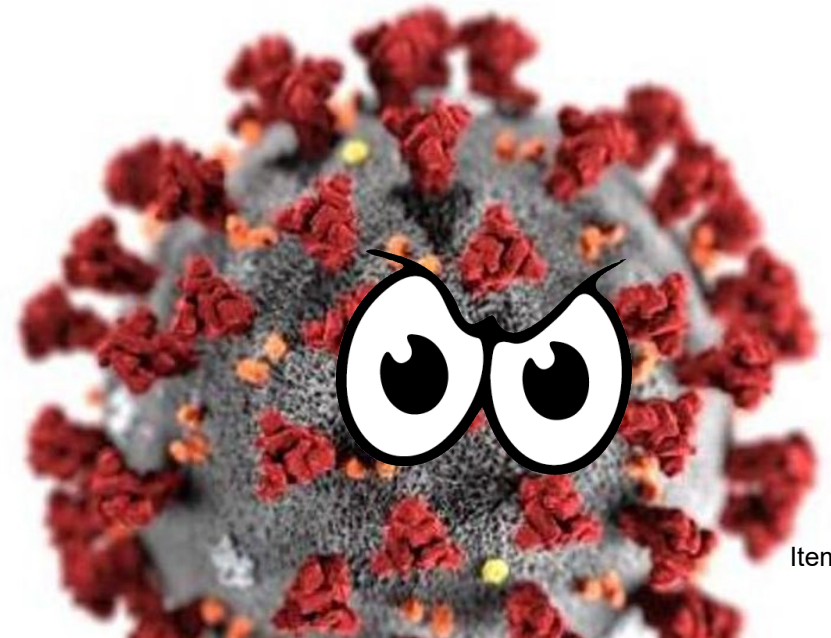
Funding Source	Amount
CARES Act Federal Funding (Round 1)	\$5.4 million
CARES Act Federal Funding (Round 2)	unknown
Measure AA Reserve Estimate (2 years @ 5% per year)	\$1.2 million
Marin Transit Contingency Reserves	\$11 million
Subtotal	\$17.6 million

FY2020/21 Budget & TIMELINE



Date	Action
June 2020	Adopt FY2020/21 Budget
June 2020	Board review of potential service adjustments
August 2020	Board review of updated financial projections
September 2020	Implement service adjustments as needed
March 2021	Board review of updated financial projections

- No service cuts are needed in the FY2020/21 Budget
- Financial losses from sales tax revenue $>$ fare revenue
- Strong financial position before COVID-19
 - Federal funding + reserves will bridge short-term losses
 - Allow time for new information and careful planning of service cuts, if needed



Discussion and Questions

Lauren Gradia

Director of Finance and Capital Projects