



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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Webinar ID: 879 7268 3373

Monday, January 11, 2021

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:

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Teleconference: Members of the public wishing to participate via teleconference, can do so by dialing in to the following number at **9:30 A.M. January 11, 2021: +1 669 900 6833**; Access Code: **879 7268 3373**.

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, January 11, 2021** 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/meetings> 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.) To raise your hand on Zoom press ***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

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Webinar ID: 879 7268 3373

AGENDA

Monday, January 11, 2021

9:30 a.m. Convene as the Marin County Transit District Board of Directors

1. Organization of Transit District
 - (1) Election of President
 - (2) Election of Vice President
 - (3) Election of Second Vice President
2. Open Time for Public Expression (limited to three minutes per speaker on items not on the Transit District's agenda)
3. Board of Directors' Matters
4. General Manager's Report
 - a. General Manager's Oral Report
 - b. Monthly Monitoring Report: October 2020
 - c. Healthy Transit Plan Monthly Metrics Report
5. Consent Calendar
 - a. Minutes for December 7, 2020
 - b. Fiscal Year 2020/21 Contracting Opportunities and Awards
 - c. Contract with SPTJ Consulting to Provide Computer Network and Information Technology Support Services
 - d. Resolution for District Employee Retirement Program and Adoption of Restated Plan Documents

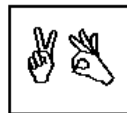
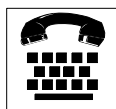
Recommended Action: Approve.
6. Sixth Amendment with Whistlestop (Vivalon) for Demand Response Services and Third Amendment to Agreement with Golden Gate Bridge Highway & Transportation District

Recommended Action: 1. Approve a sixth amendment to the contract with Whistlestop (dba Vivalon) to modify the fixed and variable rates of the compensation; 2. Authorize General Manager to negotiate a third amendment to the agreement with Golden

Gate Bridge Highway & Transportation District (GGBHTD) to include the new compensation rates associated with action #1 above; 3. Direct staff to explore efficiency and cost-saving strategies associated with the three contracts that perform services under the Marin Access umbrella; and 4. Issue an award letter to Vivalon for the second and final option year of the contract on a month-to-month basis starting July 1, 2021 thru December 31, 2021.

7. Bus Maintenance and Storage Facility Needs
Recommended Action: Information only.

Adjourn



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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.

In case of Zoom outage dial 515-604-9094. Meeting ID: 142-334-233

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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.

En caso de interrupción de Zoom, marque al 515-604-9094. ID de Reunión 142-334-233



711 grand ave, #110
san rafael, ca 94901

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fax: 415.226.0856
marintransit.org

January 11, 2021

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

SUBJECT: General Manager Report – Monthly Report: October 2020

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: This is a recurring information item.

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

Overall ridership in October 2020 decreased by 59.6 percent compared to October 2019. Ridership on fixed-route services declined by 57.0 percent and Marin Access ridership decreased by 72.7 percent. There were no yellow bus services operated due to school closures throughout the month. October 2020 was the eighth month of ridership impacted by the ongoing COVID-19 global pandemic.

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 <https://marintransit.org/service-performance-and-reports>.

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,

Nancy Whelan
General Manager

Attachments



Month:		October 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	0	0	0	1
Service Delivery Complaint	9	4	4	1	1	3	1	23
Accessibility	1	0	0	0	0	2	0	3
Driver Conduct Complaint	3	1	1	0	0	0	0	5
Driving Complaint	0	1	0	0	1	0	0	2
Early Trip	0	1	0	0	0	0	0	1
Equipment Issue	0	0	0	0	0	0	0	0
Farebox	0	0	0	0	0	1	0	1
Late Trip	2	0	0	0	0	0	0	2
Missed Connection	0	0	0	0	0	0	0	0
Missed Trip	0	0	0	0	0	0	0	0
No-Show	1	1	1	0	0	0	1	4
Off-Route	1	0	0	0	0	0	0	1
Pass-Up Complaint	1	0	2	1	0	0	0	4
Service Structure Complaint	3	0	0	1	2	2	0	8
Bus Stop Improvement Request	1	0	0	0	0	0	0	1
Fares	0	0	0	0	1	2	0	3
Other Complaint	2	0	0	1	1	0	0	4
Scheduling Complaint	0	0	0	0	0	0	0	0
Service Improvement Suggestion	0	0	0	0	0	0	0	0
Safety Complaint	0	0	0	0	0	0	0	0
Total Service Hours	8,614	3,489	1,283	1,680	2,281	-	17,347	17,347
Commendations per 1,000 Hours	0.1	0.0	0.0	0.0	0.0	-	0.0	0.1
Complaints per 1,000 Hours	1.4	1.1	3.1	1.2	1.3	-	0.1	1.8
Total Passengers	83,043	15,619	5,044	13,759	3,420	484	121,369	121,369
Commendations per 1,000 Passenger	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Complaints per 1,000 Passengers	0.1	0.3	0.8	0.1	0.9	10.3	0.0	0.3

FISCAL YEAR
2021

Year-to-Date Ridership Trends

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



Demand Response Passengers by Month

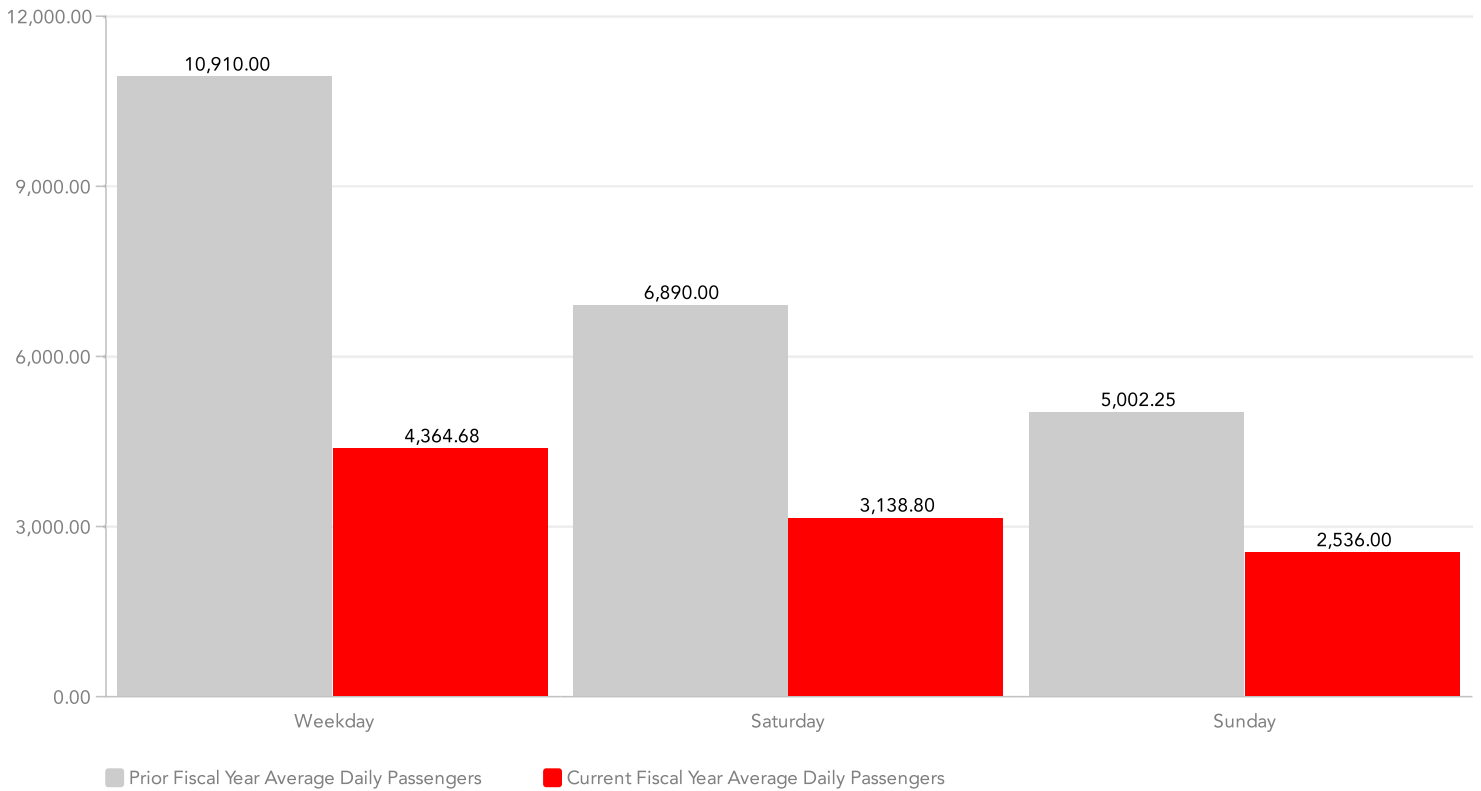


Monthly Statistics

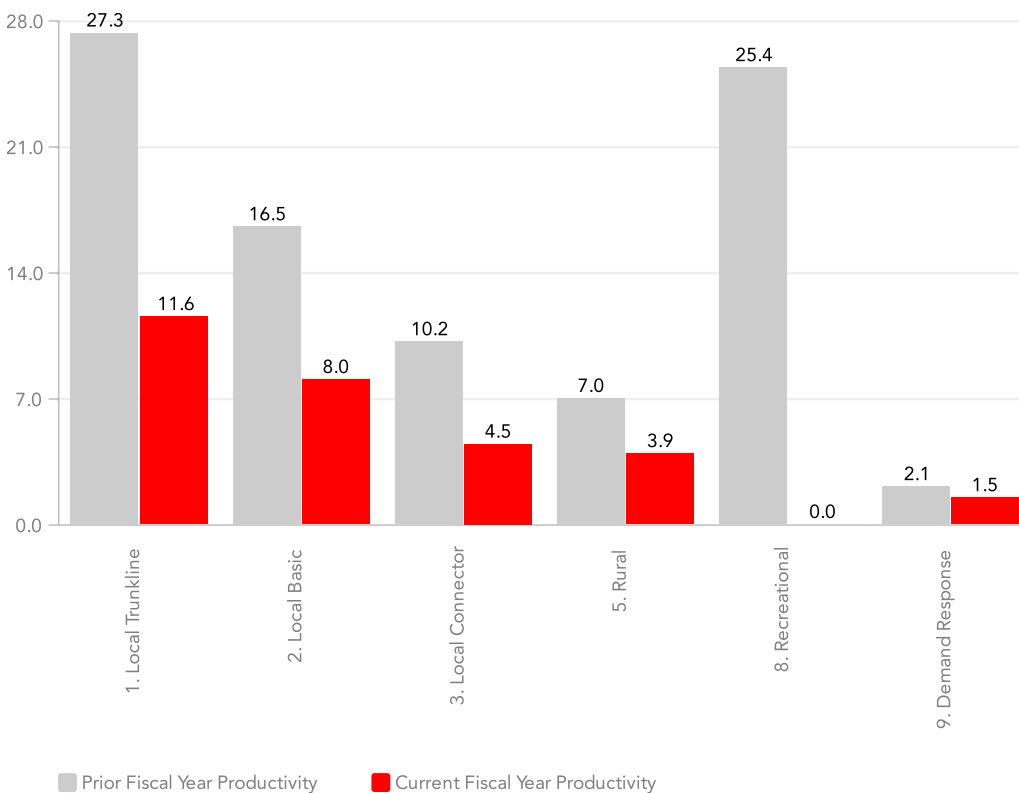
MONTH

October

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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January 11, 2020

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

SUBJECT: Healthy Transit Plan Monthly Metrics 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: This is a recurring information item.

SUMMARY: In accordance with Marin Transit Board of Directors' Resolution No. 2020-05, staff collects and reports health metrics related to the COVID-19 pandemic on a monthly basis.

The data collection period for this report is November 10, 2020 – December 9, 2020.

Table 1: Healthy Transit Plan Metrics Report

Customer Facing	% Properly Wearing Face Coverings	99%
	% Vehicle Capacity for Safe Distancing	89%
Employee Facing	% Properly Wearing Face Coverings	97%
	% of Contact Tracing for Infected Employees	100%

This information has been transmitted to the Metropolitan Transportation Commission and is available on the Metrics Dashboard at <http://dashboard.healthytransitplan.com/>.

To adhere to physical distancing guidance onboard vehicles, drivers are asked to limit capacities to nine passengers on the District's largest vehicles and four passengers on the District's smaller shuttle vehicles. Throughout the public health crisis, Marin Transit has maintained regular service levels on local routes. Beginning in August, the District enhanced service by adding supplemental service with the addition of four routes in the most heavily traveled corridors. Staff continue to monitor ridership and pass up activity that occur when a rider is left at a bus stop due to the bus already meeting its capacity limit. Based on the data, Marin Transit has continued to expand this supplemental service to reduce wait time for passengers for the next bus.

Most of the observed instances of overcrowding occurred on the shuttle buses with the most limited capacity. These vehicles were often over the limit by one passenger. Staff continue to remind operations contractors of the bus capacity limits.

In addition to the Healthy Transit Plan Metrics, staff has summarized pass-up activity through the end of the reporting period. Pass-ups are defined as those instances when a bus has to leave a passenger at the curb because the bus is already at capacity. To comply with public health guidance, Marin Transit limits capacity on large buses to nine passengers and on small buses to four passengers. The capacity limits stated above allow for six feet of physical distancing between passengers.

Pass-up activity initially declined when Marin Transit introduced back up Supplemental Service (Routes 117, 122, 135, and 171) on August 10. As the County of Marin began to re-open and citizens resumed more activities outside of their home, pass-up activity initially increased as more passengers returned to the system. As viral activity surges in the county and public health officials have encouraged people to stay home if possible, staff have noticed that pass up activity has declined in recent weeks.

Chart 2: Pass-up Activity Trends

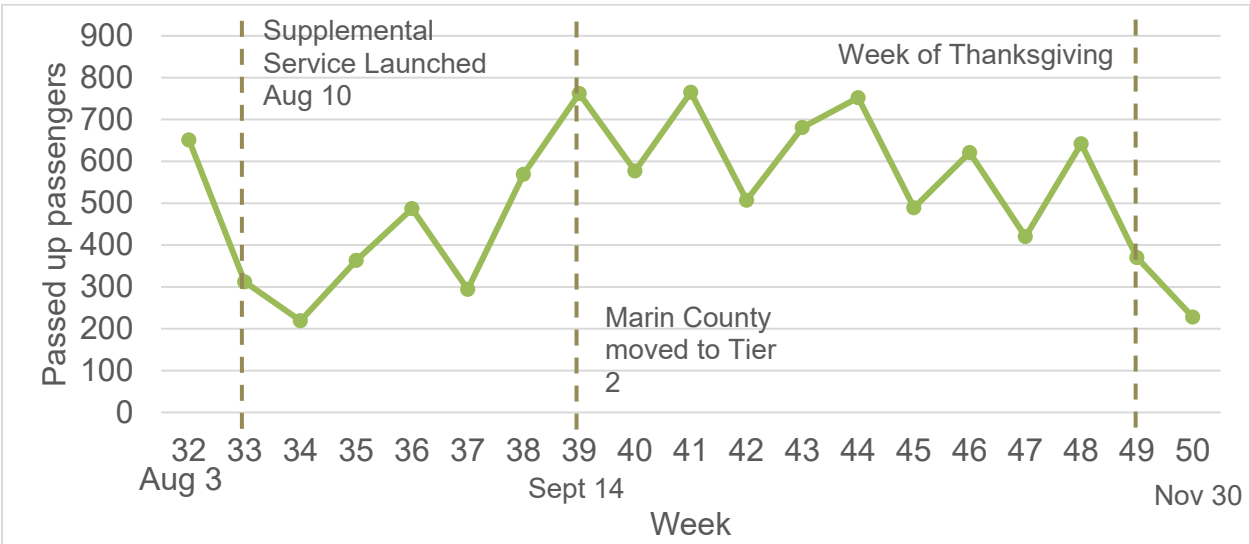


Table 3 summarizes complaints related to compliance with COVID-19 mitigation policies. Complaints may include issues pertaining to pass-ups, overcrowding, properly worn face mask covering (driver or passenger), and vehicle cleanliness.

Table 3: Summary of COVID-19 Related Complaints

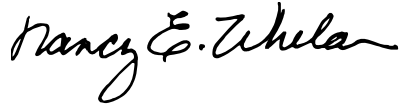
Date	Route	Complaint
11/12/20	228	Overcrowding-COVID related
11/15/20	228	Pass-up Complaint
11/15/20	135	Pass-up Complaint
11/16/20	49	Pass-up Complaint
11/20/20	Paratransit	Improper Mask - Driver
11/21/20	36	Pass-up Complaint
11/22/20	245	Pass-up Complaint

11/23/20	68	Pass-up Complaint
11/23/20	228	Pass-up Complaint
11/27/20	35	Pass-up Complaint
11/28/20	35	Pass-up Complaint

Marin Transit staff refer complaints to the appropriate contractor for investigation and follow up with the driver when they can identify that individual.

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,



Nancy Whelan
General Manager

REGULAR MEETING OF THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Held Monday, December 7, 2020 at 9:30 A.M.

Roll Call

**Present: President Rodoni, Vice President Colin, Director Connolly,
 Director Lucan, Director Rice, Director Sears**

Absent: Second Vice President Arnold, Director Colbert

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 public are encouraged to participate remotely via Zoom.

Vice President Rodoni opened the meeting at 9:32 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](#)

President Rodoni congratulated Director Colin on her position as Mayor Elect of San Rafael and Director Colbert on his reelection to the San Anselmo City Council.

President Rodoni announced Director Kate Sears’ retirement.

President Rodoni commended Director Sears for her outstanding dedication, service, and commitment as a Director of Marin Transit. The Board expressed appreciation for her public service, leadership, and dedication to the Marin County Transit District.

Director Sears expressed appreciation to the Board of Directors and Marin Transit staff and leadership.

General Manager Nancy Whelan thanked Director Kate Sears for her public service and commitment to greening the fleet at Marin Transit.

President Rodoni called for the General Manager’s Report.

Recommended Action: Adopt resolution commending Director Kate Sears for her meritorious and exemplary service to Marin Transit County District.

M/s: President Rodoni – Director Connolly

Ayes: President Rodoni, Vice President Colin, Director Connolly,
Director Lucan, Director Rice, Director Sears

Noes: None

Absent: Second Vice President Arnold, Director Colbert

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

[Staff Report](#)

[Staff Report](#)

- a. [General Manager's Oral Report](#)
- b. [Monthly Monitoring Report: September 2020](#)
- c. [Healthy Transit Plan Monthly Metrics Report](#)

General Manager Nancy Whelan reported that Clipper START is now available in Marin County. Clipper START is an 18-month pilot program initiated by the Metropolitan Transportation Commission and Bay Area transit agencies. The program uses the Clipper electronic fare payment system to reduce the cost of transportation for low-income adults.

Marin Transit will add and adjust service this month to ensure riders will not experience pass-ups due to pandemic-related capacity limitations. The District is also implementing these changes to respond to new Golden Gate Transit service reductions on regional and commute routes. Changes are effective Sunday, December 13 and may be adjusted in the future due to evolving conditions of the pandemic.

Overall ridership in September 2020 decreased by 62.9 percent compared to September 2019. Ridership on fixed-route services decreased significantly by 60.6 percent. Ridership on Marin Access services decreased by 70.8 percent. Yellow bus services were not operated in September due to school closures. September was the seventh month of ridership affected by the ongoing COVID-19 global pandemic.

In accordance with Marin Transit Board of Directors' Resolution No. 2020-05, staff collects data on health metrics related to the COVID-19 pandemic and reports them to the Board on a monthly basis. Ms. Whelan presented data collected for the period October 10, 2020 – November 9, 2020.

4. [Consent Calendar](#)

- a. [Minutes for November 2, 2020](#)
- b. [2021 Board Meeting Schedule](#)
- c. [FY2021 First Quarter Financial Report](#)
- d. [FY2021 First Quarter Performance Report](#)

Recommended Action: Approve.

M/s: Director Sears – Director Lucan

Ayes: President Rodoni, Vice President Colin, Director Connolly, Director Lucan, Director Rice, Director Sears

Noes: None

Absent: Second Vice President Arnold, Director Colbert

5. [Marin Transit Comprehensive Annual Financial Report](#)

[Staff Report](#)

Director of Finance and Capital Programs Lauren Gradia presented the Marin Transit Comprehensive Annual Financial Report (CAFR) for fiscal year 2019/20 that ended June 30, 2020. The CAFR is designed to ensure that users of the financial statements have the information and context needed to assess the financial health of the District. Brown Armstrong Accountancy Corporation completed the annual financial audit of the District. The audit team found no deficiencies in internal control over financial reporting or compliance that they considered to be material weaknesses. Similarly, the audit team found no material weaknesses or significant deficiencies in internal control over major federal award programs.

Director Lucan and Director Rice expressed appreciation to staff for the hard work and transparency that resulted in the clean report.

{Second Vice President Arnold Present at 9:57 AM}

Recommended Action: Accept Report.

M/s: Director Lucan – Director Rice

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

Noes: None

Absent: Director Colbert

6. [Bus Maintenance and Storage Facility Needs](#)

[Staff Report](#)

In June 2015, the Board authorized the General Manager to work with a real estate broker to identify suitable properties and make non-binding offers to property owners for maintenance and parking facilities. After a four-year

search and financial assistance from a Federal Transit Administration grant, Marin Transit purchased the site at 600 Rush Landing on January 29, 2020. The Rush Landing site provides some parking. This location is not suitable for primary bus maintenance facility and is not large enough to store Marin Transit's entire fleet.

General Manager Nancy Whelan requested that the Board authorize the General Manager to identify potential bus facility sites and negotiate terms for purchase or lease of appropriate properties working with the real estate broker. Staff and legal counsel will evaluate terms. If a lease or purchase option meets the objectives of the District, staff will return to the Board with recommendations for moving forward.

Director Connolly asked if the property at Rush Landing has the capability to be a stand-alone site. General Manager Nancy Whelan replied that staff are investigating the possibility of constructing a maintenance building on the property. If it is possible to construct a maintenance building on this site, the site will not provide sufficient space to park the entire fleet. Director Connolly asked about considerations for using the office space at the property. Ms. Whelan replied that part of the office space on the first floor is under lease to MV Transportation. If a maintenance building is constructed, the available office space on the second floor can be used for administrative purposes related to fleet maintenance and operation. Director Connolly asked whether staff are searching for an additional site with the intention of selling the Rush Landing property or if staff is seeking an additional site as a supplement. Ms. Whelan replied that staff continue to look for a property large enough to park the entire fleet. However, it has proven difficult to locate a property of that size. Staff will consider selling or repurposing the property at Rush Landing under the following conditions: if the property is large enough to park the entire fleet and support a maintenance facility that meets the District's needs. At this time, the District's most immediate need is a maintenance facility and staff is searching for a property that is preferably ready for conversion into a bus maintenance facility. Director Connolly asked where vehicles are currently maintained. Ms. Whelan replied that Golden Gate Transit, Marin Airporth, and Whistlestop have vehicle maintenance sites in San Rafael, CA, and MV Transportation maintains vehicles in Novato.

Second Vice President Arnold asked whether distance between properties is an issue. Ms. Whelan replied that staff prefer parking that is closer to a facility.

{Director Colbert present at 10:06 AM}

President Rodoni requested staff return to the Board with a report specifying the space requirements that cannot be met by the Rush Landing site.

Ms. Whelan noted that staff has provided the requirements to the Transit Ad Hoc Facilities Siting Committee. President Rodoni requested that staff update the Board with this information.

Recommended Action: Authorize the General Manager to identify and negotiate terms for purchase or lease of potential bus facility sites with the assistance of a real estate broker and legal counsel.

M/s: Director Sears – Second Vice President Arnold

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

Noes: None

Absent: None

7. [Marin Transit Free Fare Promotional Campaign During 2020 Election](#)

[Staff Report](#)

Planning Manager Aida Banihashemi reported on the four-day promotional campaign to provide free fares during the national election. The countywide promotional campaign offered free fares on all fixed route services from October 31 through November 3, 2020. Demand response services (paratransit, Catch-A-Ride, Dial-A-Ride, and Connect) were exempt. Ms. Banihashemi summarized the marketing and outreach efforts and provided an evaluation of service performance during the promotional campaign period.

President Rodoni remarked that the campaign was successful in terms of press coverage.

Director Sears commented on the success of the campaign and the benefits of increasing awareness of voting and the District as a collaborator. Ms. Sears encouraged staff to continue to seek opportunities for free fare promotional campaigns.

Second Vice President Arnold emphasized that the promotional free fare campaign is part of the District's larger effort towards promoting equity.

Recommended Action: Information only.

8. [Purchase Agreement with AZ Bus Sales for 32 Gillig Driver Shield Kits](#)

[Staff Report](#)

Senior Operations Analyst Mohamed Osman requested Board authorization to purchase 32 Driver Shield Kits from AZ Bus Sales for installation on Marin Transit-owned Gillig buses.

Golden Gate Transit asked Marin Transit to purchase the kits for the Marin Transit fleet operated by GGT. The AZ fabricated kit is the only barrier that

offers DOT-certified safety glass and complies with the safety standards agreed to by GGT drivers.

Second Vice President Arnold asked whether the cost of the shields was lower before the pandemic. Mr. Osman replied that the price before the pandemic is unknown. The current price of the shields is comparable to other vendors and suppliers.

Director Sears asked whether there will be additional costs to install shields on other Marin Transit buses since these shields are for the 32 Gillig buses. Mr. Osman confirmed that 43 other buses will require shields and the contractor is preparing to propose an option to equip those buses. Ms. Sears expressed support for the installation of the shields.

Second Vice President Arnold and Director Colbert expressed appreciation for Director Sears and her public service.

Recommended Action: Authorize the General Manager to complete the purchase of 32 Driver Shield Kits from AZ Bus Sales for installation on Marin Transit-owned Gillig buses.

M/s: Second Vice President Arnold – Director Sears

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

Noes: None

Absent: None

Adjourn President Rodoni adjourned the meeting at 11:29 A.M.

SINE DIE

PRESIDENT

ATTEST:

CLERK



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January 11, 2021

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

SUBJECT: Fiscal Year 2020/21 Contracting Opportunities and Awards

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:

This report lists the major contracting opportunities for FY2020/21 and provides an accounting of awarded contracts since July 1, 2020.

FY 2020/21 Contracting Opportunities

Your Board adopted the FY 2020/21 annual budget on June 1, 2020. Marin Transit staff anticipated the contract opportunities required to deliver the service and projects outlined in the Budget. These are identified in **Table 1** below.

FY 2020/21 Contract Awards

Marin Transit initiated 56 agreements. Of these, four are revenue agreements, three are non-financial agreements or amendments to existing agreements without financial impacts, and six are pending agreements. The remaining 43 contracts awarded had a total value of \$6 million (Attachment A). Your Board awarded nine contracts for a total value of \$5.4 million. The General Manager has the authority to approve contracts up to \$50,000 and approved a total of 19 contracts with a total value of \$212,292. With authority from your Board, the General Manager also approves Task Orders and additional years of multi-year contracts as required. In sum, the General Manager approved \$357,150 in Task Orders and multi-year agreements with prior Board authorizations.

Capital contracts tend to be the largest funding awards. The largest contract award was for \$4.0 million for purchase of four Gillig battery electric buses (#202137).

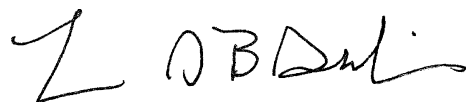
Smaller contract awards were for software, operations consulting support, printing vehicle transfers, and costs related to the possible acquisition of property for an operations and maintenance facility.

Table 1: FY 2020/21 Contracting Opportunities

Product or Service	Type of Procurement	Procurement Method	Anticipated Release Date	Contract Value over or under \$1 Million
Bus Stop Shelters	Equipment	RFQ	Delayed	Under
4 Electric Vehicles	Vehicles	Piggyback	Awarded	Over
2 Muir Woods Shuttle Vehicles	Vehicles	Joint Procurement	Awarded	Under
On-Call Graphic Design Support	Marketing	RFQ	Awarded	Under
100% Ride Check of Fixed-Route Services	Planning/Data collection	RFP	Delayed	Under
Riders Guide Printing	Marketing	RFP	March 2021	Under

FISCAL/STAFFING IMPACT: There are no fiscal impacts associated with this information item.

Respectfully submitted,



Lauren Gradia
Director of Finance and Capital Programs

Attachment A - FY2020/21 Contract Awards

Attachment A

Contract #	Contract Title	Date of Award	Contractor	Board Awards	Other Awards (Under \$50,000)	Previous Board Authorizations
192071	Operations Amendment 1 - COVID-19 Expenses	7/13/2020	Marin Airporter	\$40,000		
202101	Print Advertising	7/7/2020	Point Reyes Light		\$3,129	
202102	Travel Navigator Eligibility Platform (15th Amendment)	10/5/2020	TransTrack Solutions Group	\$95,160		
202103	<i>revenue contract</i>					
202104	Operations Amendment 4 - extends reimbursement of COVID-19 cleaning expenses	8/3/2020	MV Transportation	\$30,000		
202105	Operations Amendment 5 - extends cleaning reimbursement and non-operated hour payment	9/13/2020	Whistlestop Wheels	\$80,000		
202106	<i>not executed</i>					
202107	Second Amendment - Clipper Connection Point	11/3/2020	County of Marin		\$4,976	
202108	Clipper Installation on 4 XHF Replacements	8/5/2020	Cubic			\$10,324
202109	Decal Installation on 15 Paratransit Replacements	8/5/2020	Fast Signs			\$16,542
202110	In-plant inspections and post delivery Buy America Audit on 15 Paratransit Replacements	8/11/2020	TRC Engineering			\$5,800
202111	Update phone number decal on paratransit fleet	8/4/2020	Decals by Design		\$5,435	
202112	Clipper Installation on 9 Shuttle Replacements	8/25/2020	Cubic			\$10,314
202113	Operations and Maintenance (fixed route) amendment 2-COVID Cleaning	8/3/2020	Golden Gate Transit (GGT)	\$192,000		
202114	<i>revenue contract</i>					
202115	<i>revenue contract</i>					
202116	Syncromatics Installation on 4 XHF Replacements	9/18/2020	Syncromatics			\$27,654
202117	Camera Installation on 9 Shuttle Replacements-SC	8/21/2020	Seon			\$10,760
202118	2 x 35' XHF Replacements	7/13/2020	Creative Bus Sales + equipment	\$906,241		
202119	Appraisal services for property	8/13/2020	Nannette Quigley		\$4,000	
202120	In-plant inspections and post-delivery Buy America Audit on 9 Shuttle Replacements-SC	8/25/2020	First Transit			\$9,900
202121	Syncromatics Installation on 9 Shuttle Replacements	9/29/2020	Syncromatics			\$54,637

Attachment A

Contract #	Contract Title	Date of Award	Contractor	Board Awards	Other Awards (Under \$50,000)	Previous Board Authorizations
202122	EAP Benefit	8/6/2020	ESI Employee Assistance Group		\$2,555	
202123	Trans track programming time for pass up data from GGT	8/20/2020	TransTrack Solutions Group		\$1,800	
202124	Third Party Administrator Services for Retirement Plans 401(a) and 457	8/24/2020	C-Ben Group		\$2,500	
202125	Financial Reviews and Grants Assistance	8/24/2020	NWC Partners Inc		\$25,000	
202126	not executed					
202127	Marin Transit Photoshoot	8/27/2020	Kara Brodgesell		\$10,000	
202128	Decal Installation on 4 x 29' XHF Replacements	9/3/2020	Decals by Design			\$9,701
202129	Downtown Novato Shelter Cleaning MOU	8/15/2020	Downtown Streets Team		\$6,039	
202130	<i>revenue agreement</i>					
202131	Equipment rental - Portable Light Tower with Generator	9/9/2020	Herc Rentals		\$2,925	
202132	FY 21 extension and annual fee	9/17/2020	TransTrack Solutions Group			\$44,195
202133	Amendment 3 to Contract #141520	9/25/2020	SPTJ Consulting		\$25,000	
202134	On-Call Public Information and Marketing-Task Order 2	10/12/2020	Civic Edge Consulting			\$12,000
202135	Right of Entry - Woodlands Shelter Removal	10/6/2020	Bacciocco Enterprises, LLC			
202136	EV Fleet Electrification Program	10/7/2020	PG&E			
202137	Purchase of 4 Battery Electric Buses	10/5/2020	Gillig, LLC +equipment	\$3,994,716		
202138	TO 10 - PSPS Preparedness - Redwood & Grant	10/14/2020	Mark Thomas			\$35,886
202139	Decal Installation on 15 Paratransit Replacements	10/15/2020	Decals by Design			\$21,845
202140	Interior LED Signs on 7 Gilligs	6/1/2020	Syncromatics			\$13,990
202141	On-Call Graphic Design Services	11/2/2020	We The Creative	\$100,000		
202142	600 Rush Landing - Layouts & Maintenance	11/6/2020	Mark Thomas			\$73,601
202143	Electronic Signature Software	11/20/2020	DocuSign		\$3,605	
202144	120 On-Vehicle Hand Sanitizer Dispensers, Drip Trays, and gel packs	12/7/2020	Indoff		\$13,152	

Attachment A

Contract #	Contract Title	Date of Award	Contractor	Board Awards	Other Awards (Under \$50,000)	Previous Board Authorizations
202145	Armored Car Weekly Pick Up at Rush Landing	12/8/2020	Loomis		\$1,470	
202146	RFP Assistance for Operations & Maintenance Services	12/10/2020	David Rzepinski		\$34,900	
202147	IT Services Amendment 4 , time only	12/11/2020	SPTJ Consulting		\$0	
202148	<i>pending</i>					
202149	Printing Ticket Stock	12/9/2020	Magnetic Ticket Label Corp. (MTL)		\$5,305	
202150	Driver Barriers for Gillig Buses	12/7/2020	A-Z Bus Sales	\$59,617		
202151	<i>pending</i>					
202152	Contract Management Software	12/17/2020	Bonfire Interactive Ltd		\$10,500	
202153	<i>pending</i>					
202154	<i>pending</i>					
202155	Legal Services	12/18/2020	Shute Milhaly & Weinberger LLP		\$50,000	
Total Contract Values			\$6,067,175	\$5,497,734	\$212,292	\$357,150
Total Number of Contracts			44	9	20	15



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

January 11, 2021

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

SUBJECT: Contract with SPTJ Consulting to Provide Computer Network and Information Technology Support Services

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 agreement with SPTJ Consulting to provide computer network and information technology support services over a five-year period for an amount not to exceed \$411,879.

SUMMARY: Staff recommends that your Board authorize the General Manager to enter into an agreement with SPTJ Consulting to provide information technology and computer systems maintenance support for a three-year term beginning February 1, 2021, with two additional option years.

On October 13, 2020, Marin Transit issued a Request for Proposals (RFP) for computer network and information technology services. Marin Transit contracts for information technology support rather than employing dedicated staff for this function and SPTJ Consulting has been Marin Transit's provider since January 1, 2015. The current contract expires on January 31, 2021.

Staff determined that it is appropriate to issue an RFP based on several factors, including the District's increasingly sophisticated IT requirements and cost considerations.

The RFP was posted on the Marin Transit website and sent to several local IT consulting firms. Responses were due November 12, 2020, and Marin Transit received seven proposals. Only one submission was deemed responsive in meeting all proposal requirements, indicating that minor clarifications to the RFP related to required forms were needed. A clarification was issued inviting all proposers who submitted on-time proposals to revise their proposals by November 20, 2020. Five proposals were re-submitted, and the evaluation team determined that four of the five were responsive, including SPTJ. Responsive proposals were received from the following firms:

Avenu Insights & Analytics, LLC
 Elegant Enterprise-Wide Solutions, Inc.
 SPTJ Consulting, Inc.
 Technology Crest Corporation

Staff completed an initial scoring of the four responsive proposals based on criteria defined in the RFP. This process identified two competitive proposals to advance to interviews. The evaluation team conducted interviews on December 10 and 11, 2020. Following these interviews, staff checked references and re-scored the short-listed vendors using the original criteria. Based on the outcome of this scoring, staff recommends that your Board award the contract to SPTJ Consulting.

SPTJ Consulting has experience providing IT services to regional transportation agencies including Marin Transit and the Transportation Authority of Marin, and their work plan was the most tailored to Marin Transit's needs.

FISCAL/STAFFING IMPACT:

This contract is within the FY 2020/21 Board adopted budget for consulting services. Funding for this contract comes from local Property Taxes. The total annual cost for on-going IT maintenance services is \$78,205, and the maximum cost to the District will be \$234,615 for the initial three contract years. The rate for ongoing maintenance will increase to \$88,632 per year for the two contract option years. The table below provides a summary of costs under this contract.

	Base Years				Option Years		Total Contract Maximum
	2021	2022	2023	Total Base Years	2024	2025	
On-Going Maintenance	46,105	46,105	46,105	138,315	52,252	52,252	242,819
Additional Services	18,900	18,900	18,900	56,700	21,420	21,420	99,540
As Needed Projects	13,200	13,200	13,200	39,600	14,960	14,960	69,520
Total	78,205	78,205	78,205	234,615	88,632	88,632	411,879

Respectfully submitted,



Keith Green
 Capital Analyst

Attachment A: Contract with SPTJ Consulting for ITS Services

**MARIN COUNTY TRANSIT DISTRICT
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this 1st of February 2021 by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and SPTJ Consulting, Inc., hereinafter referred to as "Contractor."

RECITALS:

WHEREAS District desires to retain a person or firm to provide the following services: Computer Network and Information Technology (IT) Support Services; and

WHEREAS Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by District, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The District agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$411,879 including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on February 1, 2021 and shall terminate on January 30, 2024. This contract includes an additional two option years. 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.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to District. The general liability policy shall be endorsed naming the MARIN COUNTY TRANSIT DISTRICT as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the District prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to District of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the District, its employees, officers, and agents, harmless and defend the District against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. District agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, District may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The District shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.
(see sample form: ISO - CG 20 10 11 85).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed \$2,500 unless approved by the District.

6.4.a Professional Liability Insurance.....☐ **(check box if required)**

6.4.b Maritime Insurance.....☐ (check box if required)

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the District evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the District.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the District. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to District without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the District may terminate this Contract by giving five (5) calendar days written notice to the party involved.

- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the District. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to District, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the offshoring of professional services involving employee/retiree medical and financial data) affecting the services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the District's contact person referenced in paragraph 20. See NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on District's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to District at the following location:

Contract
Manager: _____

Dept./Location: _____

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

21. ACKNOWLEDGEMENT OF EXHIBITS

**CONTRACTOR'S
INITIALS**

- | | | | |
|--------------------------|--------------------------|--|-------|
| <u>EXHIBIT A.</u> | <input type="checkbox"/> | <u>Scope of Services</u> | _____ |
| <u>EXHIBIT B.</u> | <input type="checkbox"/> | <u>Fees and Payment</u> | _____ |
| <u>EXHIBIT C.</u> | <input type="checkbox"/> | <u>Insurance Reduction/Waiver</u> | _____ |
| <u>EXHIBIT D.</u> | <input type="checkbox"/> | <u>FTA Grant Provisions</u> | _____ |
| <u>EXHIBIT E.</u> | <input type="checkbox"/> | <u>Required Forms</u> | _____ |

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY
MARIN COUNTY TRANSIT DISTRICT:**

By: _____
PRESIDENT, Board of Directors

CONTRACTOR:

By: _____
Name: _____
Telephone No.: _____

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reasons applies)

REASON(S) FOR REVIEW:

- ☐ Contract requires approval of the Marin County Transit District Board of Directors
- ☐ Standard Short Form content has been modified
- ☐ Optional review by County Counsel at Department's request

County Counsel: _____

Date: _____

EXHIBIT “A”**SCOPE OF SERVICES****Work Plan**

Operation: resolving service requests, troubleshooting, and providing emergency support, on-site service, and remote repair.

Maintenance: performing upgrades, updating management, scheduling maintenance.

Improvement: network planning, replacing computer systems, and implementing new solutions.

Management: hardware and software inventory, license renewal, warranty watch.

Project Management: coordinating team members, evaluating milestones, tracking progress.

SPTJ (hereinafter referred to as ‘Contractor’) will provide on-going support and maintenance for Marin Transit Administrative Office Computer Systems, routine maintenance and GFI equipped laptops by both onsite and remote services. Contractor will continue to provide information technology support and assist Marin Transit on all future IT based projects.

Contractor will prioritize urgent operation requests by leaving Monday open for efficient response to user requests, as it generally experiences the highest volume, while scheduling regular improvements ahead of time. Contractor will plan system migrations or infrastructure changes for Fridays and after normal business hours. Contractor is aware of MCTD’s needs and will proactively reserve time to assist, such as during the replacement of an accounting information system. Contractor engineers carry phones and are available to answer calls, emails, or texts from early morning to late evening. Chien Liew, the Principal in Charge, will receive all incoming calls to facilitate requests most efficiently. Chien is generally able to help instantly as he is familiar with Marin Transit’s systems. He will then dispatch the support team and coordinate with team members. An engineer will answer calls from 7 am to midnight, including weekends. If a problem is determined on a mission-critical system, an engineer will be assigned to the issue and will work around the clock until resolution. Should Contractor miss the call on urgent matters, MCTD will leave voice messages and send text messages. Contractor will stop all scheduled and non-urgent work to attend to the issue.

Contractor IT services begin with physical infrastructure and end with application interfaces. For MCTD users to click and reach the requested target, all basic dependencies must be in working condition. Contractor understands and has maintained computer systems from the physical layer to the end-user application environment for 26 years. With that knowledge, Contractor is capable of designing, implementing, and supporting mission-critical systems and 24/7 network infrastructure. Maintaining zero downtime is our Contractors ultimate goal

Contractor prefers to support MCTD on-site but for quick and all non-physical presence response, Contractor will frequently use VPN access and screen sharing sessions to provide remote support to MCTD staff and provide computer troubleshooting / maintenance services. Contractor will continue to support MCTD staff working from home during the COVID-19 pandemic. Contractor will focus efforts on preventive maintenance rather than reactive patching. MCTD will provide Contractor with entrance keys for physical access to offices and computer rooms for scheduled after-hours maintenance or emergency support.

Attachment 3 – Federal Transit Administration Contract Provisions

Required Services for Computer Network and Information Technology Support Services			
Equipment	Task	Time to complete (Minutes)	Frequency
	1. On call and email requests		
	a. Diagnose and troubleshoot		
ISP / Router	i. Internet access problems	60	Quarterly
Server / Network	ii. Network applications issues	60	Quarterly
Server	iii. User authentication issues	10	Quarterly
Computer	iv. User computer hardware issues	120	Monthly
Computer	v. User computer software issues	120	Monthly
Server/Computer	b. Purchase and set up new computer and associated equipment	720	Quarterly
Server	c. Add and remove user accounts	60	Quarterly
Phone System	d. New employee phone set-up	10	Quarterly
Server	e. File recovery	60	Quarterly
Computer	f. Computer software and hardware upgrades	600	Quarterly
Software	g. Evaluate new software applications or upgrades	180	Quarterly
Hardware	h. Recommend new hardware specifications and provide quotations	180	Quarterly
Training	i. Train users on computer operations (as needed)	180	Quarterly
Server/Network	j. Maintain server rack and networking equipment	90	Quarterly
ISP	k. Work with Internet service provider	60	Annually
Phone System	l. Work with phone system contractor	60	Annually
Office	m. Work with alarm system contractor	30	Annually
Office	n. Work with network cabling contractor	60	Annually
Server/Network	o. Update system documentation	120	Quarterly
Server/Computer	p. Maintain computer and hardware inventory and warranties	60	Monthly
	2. Routine Maintenance		
	a. Weekly maintenance		
Server	i. Server backup check	5	Weekly
Server	ii. Server backup off-site device check	20	Weekly
Server	iii. Server performance and disk usage check	5	Weekly
Server	iv. Server date and time check	1	Weekly
Server	v. Server services check	3	Weekly
Server	vi. Server event logs check	5	Weekly
Copier/Printer	vii. Network printers check	2	Weekly

Attachment 3 – Federal Transit Administration Contract Provisions

	b. Monthly maintenance		
Cisco Devices	i. Network equipment performance check	30	Monthly
Cisco Devices	ii. Network equipment intrusion check	30	Monthly
Cisco Devices	iii. Network equipment utilization and logs check	30	Monthly
Cisco Devices	iv. Network equipment capture information to analyze usage and changes	60	Monthly
Cisco Devices	v. Network equipment check stacks, interfaces, lines error, VLAN related	40	Monthly
Phone System	vi. Maintain voice mail server	10	Monthly
Server	vii. Server software update check	5	Monthly
Server	viii. Application software update check	5	Monthly
	c. Maintain software licenses for user workstations		
Computer	i. Maintain computer and software Inventory	15	Monthly
Computer	ii. Maintenance user workstation as requested	20	Monthly
	d. Annual maintenance		
Server	i. Server warranty check	60	Annually
Computer	ii. Computer warranty check	60	Annually
Software	iii. Software maintenance and subscription renewal	60	Annually
Hardware	iv. Hardware maintenance renewal	60	Annually
	3. Support GFI Equipped Laptops (2)		
GFI	a. SugarSync backup of GFI database spot check	30	Monthly
GFI	b. Provide remote access to GFI laptops for office staff (currently GoToMyPC)	15	Monthly
GFI	c. Call support and help troubleshoot GFI related issues	300	Annually
GFI	d. Setup new GFI laptops (if needed)	960	Annually
	4. Overall Information Technology Support		
IT	a. Inventory – Maintain an up-to-date inventory of all Marin Transit computer related hardware and software	60	Monthly
IT	b. Procurement – Assist Marin Transit personnel with software and hardware purchases	120	Monthly
IT	c. Security – Ensure computers and equipment are safe from viruses and hacking	120	Monthly
IT	d. Provide IT consulting support for evaluation and installation of new technology.	180	Monthly
	5. Potential Future Projects		
Website	a. Aid with a future Virtual Private Server (VPS) in the event Marin Transit updates its website	240	Quarterly
Paratransit	b. Provide support for upgrades to the Trapeze system (i.e. setting up and procuring new servers, etc.)	240	Quarterly
Software	c. Provide support for installation of contract management software	240	Quarterly
Software	d. Provide support for internal communications software project	300	Quarterly
IT	e. Other software/hardware projects as needed	300	Quarterly

The following lists indicate how Contractor will plan for smooth operation

Electrical

- Distribute electrical power usage by plugging into different outlets evenly and using outlets that were designed specifically for the circuit breaker.

Attachment 3 – Federal Transit Administration Contract Provisions

- Set up dual-power supply servers so that they receive power from the UPS battery and from a wall outlet.

Server

- Servers are specified and configured RAID (redundant array of independent disks).
- Servers are specified and configured with dual power supply.
- Mission-critical servers are purchased with a 5-year warranty and professional support.
- Perform restore of data from Network Access Storage for recovery assurance.
- Ensure hardware and software documentation are up-to-date.

Network Equipment

- Implement secondary network equipment – router, firewall, server switches.
- Implement secondary Internet service provider where allowed.
- Keep spare network equipment on premises.
- Perform network equipment administration maintenance monthly.
- Perform failover and power cycle testing annually.

Phone system

- Backup phone system's binaries and configurations.
- Confirm phone system backup on external drive for offsite storage rotation.

User applications

- Administrator software evaluation.
- Pilot user testing.
- Perform customization and bug fixes.
- Standardize rollout for uniform support.

User Computers

- Keep detailed and up-to-date hardware and software inventory.
- Keep a build sheet of each computer's software list and user profile.
- Standardize hardware and maintain warranty.

Business Continuity

- Backup data on the file servers hourly during business hours.
- Back up data / image on file servers every weeknight and send it to weekly offsite storage.
- Backup web based / cloud based applications data, image, and database
- Maintain disaster recovery procedure and key member's contacts.
- Maintain critical accounts information.

Monitoring and alert

- Receive Internet connection failure alert by email.
- Receive network equipment failure and failover alert by email.

Proactive check

- Check systems over the weekend.
- Use the customer's systems e.g. Google Workspace, Cisco VPN, Dell laptop.
- Apply critical software upgrades and batch non-critical updates.

Contractor will maintain detailed and up-to-date hardware and software inventory for Administrative Office, GFI laptops, and access to Paratransit Dispatch System.

Attachment 3 – Federal Transit Administration Contract Provisions

Contractor will continue to assist with hardware and software procurement.

Contractor will assist on any future projects including but not limited to website upgrades and server conversions to new hosting environments and other future improvements.

Contractor will continue to provide support to the Trapeze system by working within the requirements defined by TripSpark Technologies, evaluating cloud-based structures, working with Trapeze user administrators on all issues, including any future migrations, and execute changes for TripSpark Technologies systems engineers.

EXHIBIT “B”**FEES AND PAYMENT SCHEDULE****Project Cost**

Contractors hourly rate is \$150 per hour. After hours rate is the same. Contractor will provide the same hourly rate for the first three years of the contract. The option years' hourly rate will be \$170 per hour.

Contractor will issue invoices to MCTD once a month unless another schedule is specifically requested. Invoices are sent by the second week of the month following completed work. Invoice terms are 30 days.

Contractor will not charge for travel time, mileage, bridge tolls, parking or other travel related expenses occurred when visiting MCTDs San Rafael office.

Based on a stable network infrastructure and quality of equipment, Contractor guarantees yearly not-to-exceed costs per the below tables. Contractor is open for negotiation of the on-going maintenance cost to find the comfort level of the regular maintenance interval.

On-going Maintenance (initial year)

Marin Transit Administrative Office - \$46,105

GFI equipped laptops - \$4,500

Overall Information Technology Support - \$14,400

On-going Maintenance (5 years total)

Marin Transit Administrative Office - \$242,819.17

GFI equipped laptops - \$23,700

Overall Information Technology Support - \$75,840

Estimated New Request – for budget (initial year)

Potential Future Projects - \$13,200

Estimated New Request – for budget (5 years total)

Potential Future Projects - \$69,520

Required Services for Computer Network and Information Technology Support Services		Rate					5 Years Total	
Equipment	Task	Initial Year	Year 2	Year 3	Year 4	Year 5	Total	
ISP / Router Server / Network Server Computer Computer Server / Computer Server Phone System Server Computer Software Hardware Training Server / Network ISP Office Office Server / Network Server / Computer	1. On call and email requests							
	a. Diagnose and troubleshoot							
	i. Internet access problems	600	600	600	680	680		
	ii. Network applications issues	600	600	600	680	680		
	iii. User authentication issues	100	100	100	113	113		
	iv. User computer hardware issues	3,600	3,600	3,600	4,080	4,080		
	v. User computer software issues	3,600	3,600	3,600	4,080	4,080		
	b. Purchase and set up new computer and associated equipment	7,200	7,200	7,200	8,160	8,160		
	c. Add and remove user accounts	600	600	600	680	680		
	d. New employee phone set-up	100	100	100	113	113		
	e. File recovery	600	600	600	680	680		
	f. Computer software and hardware upgrades	6,000	6,000	6,000	6,800	6,800		
	g. Evaluate new software applications or upgrades	1,800	1,800	1,800	2,040	2,040		
	h. Recommend new hardware specifications and provide quotations	1,800	1,800	1,800	2,040	2,040		
	i. Train users on computer operations (as needed)	1,800	1,800	1,800	2,040	2,040		
	j. Maintain server rack and networking equipment	900	900	900	1,020	1,020		
	k. Work with Internet service provider	150	150	150	170	170		
	l. Work with phone system contractor	150	150	150	170	170		
	m. Work with alarm system contractor	75	75	75	85	85		
	n. Work with network cabling contractor	150	150	150	170	170		
	o. Update system documentation	1,200	1,200	1,200	1,360	1,360		
	p. Maintain computer and hardware inventory and warranties	1,800	1,800	1,800	2,040	2,040		
Cisco Devices Cisco Devices Cisco Devices Cisco Devices Cisco Devices Phone System Server Server Computer Computer Server Computer Software Hardware	2. Routine Maintenance							
	a. Weekly maintenance							
	i. Server backup check	650	650	650	737	737		
	ii. Server backup off-site device check	2,600	2,600	2,600	2,947	2,947		
	iii. Server performance and disk usage check	650	650	650	737	737		
	iv. Server date and time check	130	130	130	147	147		
	v. Server services check	390	390	390	442	442		
	vi. Server event logs check	650	650	650	737	737		
	vii. Network printers check	260	260	260	295	295		
	b. Monthly maintenance							
	i. Network equipment performance check	900	900	900	1,020	1,020		
	ii. Network equipment intrusion check	900	900	900	1,020	1,020		
	iii. Network equipment utilization and logs check	900	900	900	1,020	1,020		
	iv. Network equipment capture information to analyze usage and changes	1,800	1,800	1,800	2,040	2,040		
	v. Network equipment check stacks, interfaces, lines error, VLAN related	1,200	1,200	1,200	1,360	1,360		
	vi. Maintain voice mail server	300	300	300	340	340		
	vii. Server software update check	150	150	150	170	170		
	viii. Application software update check	150	150	150	170	170		
	c. Maintain software licenses for user workstations							
	i. Maintain computer and software inventory	450	450	450	510	510		
	ii. Maintenance user workstation as requested	600	600	600	680	680		
	d. Annual maintenance							
	i. Server warranty check	150	150	150	170	170		
	ii. Computer warranty check	150	150	150	170	170		
	iii. Software maintenance and subscription renewal	150	150	150	170	170		
	iv. Hardware maintenance renewal	150	150	150	170	170		
On-going maintenance (#1 and #2)		46,105	46,105	46,105	52,252	52,252		\$242,819.67

Attachment 3 – Federal Transit Administration Contract Provisions

Required Services for Computer Network and Information Technology Support Services		Rate		150		Rate		170		5 Years Total
		Initial Year	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	
Equipment	Task									
	3. Support GFI Equipped Laptops (2)									
GFI	a. SugarSync backup of GFI database spot check	900	900	900	1,020	1,020				
GFI	b. Provide remote access to GFI laptops for office staff (currently GoToMyPC)	450	450	450	510	510				
GFI	c. Call support and help troubleshoot GFI related issues	750	750	750	850	850				
GFI	d. Setup new GFI laptops (if needed)	2,400	2,400	2,400	2,720	2,720				
		4,500	4,500	4,500	5,100	5,100				\$23,700.00
	4. Overall Information Technology Support									
IT	a. Inventory – Maintain an up-to-date inventory of all Marin Transit computer related hardware and software	1,800	1,800	1,800	2,040	2,040				
IT	b. Procurement – Assist Marin Transit personnel with software and hardware purchases	3,600	3,600	3,600	4,080	4,080				
IT	c. Security – Ensure computers and equipment are safe from viruses and hacking	3,600	3,600	3,600	4,080	4,080				
IT	d. Provide IT consulting support for evaluation and installation of new technology.	5,400	5,400	5,400	6,120	6,120				
	Budget for Overall Information Technology Support	14,400	14,400	14,400	16,320	16,320				\$75,840.00
	5. Potential Future Projects									
Website	a. Aid with a future Virtual Private Server (VPS) in the event Marin Transit updates its website	2,400	2,400	2,400	2,720	2,720				
Paratransit	b. Provide support for upgrades to the Trapeze system (i.e. setting up and procuring new servers, etc.)	2,400	2,400	2,400	2,720	2,720				
Software	c. Provide support for installation of contract management software	2,400	2,400	2,400	2,720	2,720				
Software	d. Provide support for internal communications software project	3,000	3,000	3,000	3,400	3,400				
IT	e. Other software/hardware projects as needed	3,000	3,000	3,000	3,400	3,400				
	Budget for estimated potential future projects	13,200	13,200	13,200	14,960	14,960				\$69,520.00
		78,205	78,205	78,205	88,632	88,632				\$411,879.67

EXHIBIT “C”**INSURANCE REDUCTION/WAIVER (if applicable)**

CONTRACTOR: _____

CONTRACT TITLE: _____

This statement shall accompany all requests for a reduction/waiver of insurance requirements.

Please check the box

if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____

EXHIBIT “D”**FTA GRANT CONTRACT PROVISIONS PROFESSIONAL SERVICES****1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

As a Federal Transit Administration (FTA) grantee, Marin Transit is required to inform the Contractor of the following information: The federal government shall not be subject to any obligations or liabilities to any third-party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, sub agreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

2. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

3. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees:

- a. It will not use any violating facilities;

- b. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- c. It will report violations of use of prohibited facilities to FTA; and
- d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

5. CIVIL RIGHTS LAWS AND REGULATIONS

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not

discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Marin Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Marin Transit is located.

Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Marin Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

6. DISADVANTAGED BUSINESS ENTERPRISE

- a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3.3%. A separate contract goal has not been established for this procurement.
- b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Marin Transit deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c) The successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Marin Transit. In addition, the contractor may not hold retainage from its subcontractors.
- e) The Contractor must promptly notify Marin Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may

not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Marin Transit.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Marin Transit.

Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

9. TERMINATION

Termination for Convenience. Marin Transit may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Marin Transit to be paid the Contractor. If the Contractor has any property in its possession belonging to Marin Transit, the Contractor will account for the same, and dispose of it in the manner Marin Transit directs.

Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Marin Transit may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Marin Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Marin Transit, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure. Marin Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Marin Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Marin Transit setting forth the nature of said breach or default, Marin Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Marin Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach. In the event that Marin Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Marin Transit shall not limit Marin Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience. Marin Transit, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Marin Transit shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default. If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Marin Transit may terminate this contract for default. Marin Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Marin Transit.

Termination for Convenience of Default. Marin Transit may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of Marin Transit or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from Marin Transit, or property supplied to the Contractor by Marin Transit. If the termination is for default, Marin Transit may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Marin Transit and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Marin Transit, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Marin Transit determines that the Contractor has an excusable reason for not performing, Marin Transit, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

10. VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of Marin Transit. Marin Transit shall have the following rights in the event that Marin Transit deems the Contractor guilty of a breach of any term under the Contract.

- a) The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- b) The right to cancel this Contract as to any or all of the work yet to be performed;
- c) The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d) The right to money damages.

For purposes of this Contract, Marin Transit shall define breach in the Contract terms.

Rights and Remedies of Contractor. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by Marin Transit, the Contractor expressly agrees that no default, act or omission of Marin Transit shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless Marin Transit directs Contractor to do so) or to suspend or abandon performance.

Remedies. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, Marin Transit will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before Marin Transit takes action contemplated herein, Marin Transit will provide the Contractor with sixty (60) days written notice that Marin Transit considers that

such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes. Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Marin Transit's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: Marin Transit and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within Marin Transit and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with Marin Transit's direction or decisions made thereof.

Performance during Dispute. Unless otherwise directed by Marin Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

11. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement <http://www.fta.dot.gov/documents/20-Master.pdf> between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

12. PRIVACY ACT

Attachment 3 – Federal Transit Administration Contract Provisions

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

13. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most recent circular on third party contracting entitled Circular 4220.1F, at [http://www.fta.dot.gov/documents/CIRCULAR_4220.1F_\(Document\).docx](http://www.fta.dot.gov/documents/CIRCULAR_4220.1F_(Document).docx), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

14. CLEAN WATER REQUIREMENTS

- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

EXHIBIT "E"
REQUIRED FORMS:

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by Marin Transit. If it is later determined by Marin Transit that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Marin Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

LOBBYING RESTRICTIONS

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

California Government Code § 84308

CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

Marin Transit's Board of Directors Include:

Damon Connolly
Katie Rice
Kathrin Sears
Dennis Rodoni
Stephanie Moulton-Peters
Judy Arnold
Kate Colin
Eric Lucan
Brian Colbert

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Marin Transit Board Member in the 12 months preceding the date of the issuance of this request for qualifications?

___ YES ___ NO

If yes, please identify the director: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Marin Transit director in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the director: _____

Answering yes to either of the two questions above does not preclude Marin Transit from awarding a contract to your firm. It does, however, preclude the identified director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

January 11, 2021

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

SUBJECT: Resolution for District Employee Retirement Program and Adoption of Restated Plan Documents

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 Board President to execute Resolution #2021-01 for the Marin County Transit District Governmental 401(a) Defined Contribution Plan Restatement and the Appointment of Plan Trustees.

SUMMARY:

Your Board approved an update to Marin Transit's Personnel Policies and Procedures on November 2, 2020. This update included a change to the Defined Contribution Plan's vesting schedule. The vesting schedule was lengthened from six months to one year of service, with an effective date of January 1, 2021. Staff determined this update is competitive with peer agencies and less administratively burdensome.

Marin Transit's Third Party Administrator, C-Ben Group, has restated the District's Defined Contribution Plan in accordance with the IRS regulation to reflect this update (attachment A) and has notified the plan's record keeper, Principal Financial Services. Resolution #2021-01 (attachment B) authorizes the adoption of restated plan and the appointment of plan trustees.

FISCAL/STAFFING IMPACT: There is no fiscal or staffing impact associated with this authorization.

Respectfully submitted,

Holly Lundgren
Senior Human Resources Analyst

Attachment A: Restated 401(a) Defined Contribution Plan (Cycle 3 AA)

Attachment B: Resolution #2021-01

Marin County Transit District
NONSTANDARDIZED GOVERNMENTAL PROFIT SHARING/401(a) PLAN
ADOPTION AGREEMENT #001

By executing this Nonstandardized Governmental Profit Sharing/401(a) Plan Adoption Agreement (the "Adoption Agreement" or "AA"), the undersigned Employer agrees to establish or continue a Governmental Profit Sharing/401(a) Plan for its Employees. The Governmental Profit Sharing/401(a) Plan adopted by the Employer consists of the Governmental Defined Contribution Pre-Approved Plan Basic Plan Document #03 (the "BPD") and the elections made under this Adoption Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Adoption Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Adoption Agreement.**

SECTION 1
EMPLOYER INFORMATION

1-1 EMPLOYER INFORMATION.

Name: Marin County Transit District

Address: 711 Grand Avenue, Suite 110

San Rafael, California 94901

Telephone: (415) 226-0861

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN). 38-3835348

1-3 FORM OF BUSINESS.

☐ State or political subdivision of a State

☐ State agency or instrumentality

☐ Indian Tribal Government

☒ Describe other Employer qualified to adopt a Governmental Plan: Special District

1-4 EMPLOYER'S TAX YEAR END. The Employer's tax year ends 6/30

1-5 RELATED EMPLOYERS. Is the Employer part of a group of Related Employers (as defined in Section 1.83 of the Plan)?

☐ Yes

☒ No

If yes, Related Employers may be listed below. A Related Employer must execute a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

[Note: This AA §1-5 is for informational purposes and the Employer need not list Related Employers. The failure to identify all Related Employers will not jeopardize the qualified status of the Plan.]

SECTION 2
PLAN INFORMATION

2-1 PLAN NAME. Marin County Transit District Governmental 401(a) Plan

Original Effective Date: October 16, 2013

Restatement Effective Date: January 1, 2021

2-2 PLAN NUMBER. 002

2-3 TYPE OF PLAN.

- ☒ (a) This Plan is a Profit Sharing Plan. (**Note:** May also include Matching Contributions under AA §6B.)
- ☐ (b) This Plan is a Grandfathered Profit Sharing/401(k) Plan. [**Note:** To qualify as a Grandfathered Profit Sharing/401(k) Plan, the Employer must have maintained a 401(k) plan as of May 6, 1986. A Grandfathered Profit Sharing/401(k) Plan may also include a plan of an Indian Tribal Government, as defined in Section 1.58 of the Plan. See Section 1.55 of the Plan for a more detailed description of a Grandfathered Profit Sharing/401(k) Plan.]
- ☐ (c) The Plan is intended to be a FICA Replacement Plan (as described under Section 4.03 of the Plan). [**Note:** If this subsection (c) is checked, elections under this AA must be consistent with the requirements of a FICA Replacement Plan as described under Section 4.03 of the Plan.]

2-4 PLAN YEAR.

- ☐ (a) Calendar year.
- ☒ (b) The 12-consecutive month period ending on 6/30 each year.
- ☐ (c) The Plan has a Short Plan Year running from ____ to ____.

2-5 FROZEN PLAN. Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.

- ☐ This Plan is a frozen Plan effective _____. (See Section 3.02(a)(2) of the Plan.)

[**Note:** As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.]

2-6 MULTIPLE EMPLOYER PLAN. Is this Plan a Multiple Employer Plan as defined in Section 16.07 of the Plan? (See Section 16.07 of the Plan for special rules applicable to Multiple Employer Plans.)

- ☐ Yes
- ☒ No

2-7 PLAN ADMINISTRATOR.

- ☒ (a) The Employer identified in AA §1-1.

☐ (b) Name: _____

Address: _____

Telephone: _____

2-8 DEFINITION OF DISABLED. An individual is considered Disabled for purposes of applying the provisions of this Plan if:

- ☐ (a) The individual is covered by the Employer's disability insurance plan and is determined to be disabled under such plan.
- ☒ (b) The individual is determined to be disabled by the Social Security Administration under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
- ☐ (c) The Plan Administrator determines an individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

[**Note:** An Employer may elect any or all of (a), (b) and (c) above. If more than one of (a), (b) and (c) is selected, the hierarchy for determining whether an individual is considered Disabled is (a), then (b) and then (c), unless described otherwise under separate administrative procedures or under subsection (d) below.]

- ☐ (d) Alternative definition of Disabled: _____

[**Note:** Any alternative definition described in this subsection (d) will apply uniformly to all Participants under the Plan and will be applied in a nondiscretionary manner. The Employer may describe different definitions of Disabled for different purposes under the plan.]

**SECTION 3
ELIGIBLE EMPLOYEES**

- 3-1 **ELIGIBLE EMPLOYEES.** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No exclusions
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(b) Collectively Bargained Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(d) Leased Employees
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Employees paid on an hourly basis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Employees paid on a salaried basis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Employees in an elected or appointed position.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(h) Part-Time Employees (as defined in Section 1.71 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(i) Seasonal Employees (as defined in Section 1.89 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(j) Temporary Employees (as defined in Section 1.93 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Employees eligible for another qualified plan sponsored by the Employer or a Related Employer Specify name of other qualified plan (optional): _____
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(l) Other: <u>Independent contractors</u>

[Note: The elections under the ER column apply to any Pick-Up Contributions and any After-Tax Employee Contributions authorized under AA §6-7, unless elected otherwise under subsection (l) above. The exclusions inserted may not result in a specifically named individual or a finite group (such as employees hired before a certain date) being the only employee or employees participating under the plan in violation of the permanency requirements or Treas. Reg. §1.401-1(b)(2). It is permissible to limit participation under the plan to an employee or employees of a specifically named position or positions.]

**SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS**

- 4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

- (a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) There is no minimum service requirement for participation in the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) ____ Year(s) of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The completion of at least ____ Hours of Service during the first ____ months of employment (or the first ____ days of employment) or the completion of a Year of Service (as defined in AA §4-3), if earlier. <input type="checkbox"/> (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.

Deferral	Match	ER	
			<input type="checkbox"/> (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The completion of ____ Hours of Service during an Eligibility Computation Period. <i>[Note: An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(5) Full-time Employees are eligible to participate as set forth in subsection (i) below. Employees who are “part-time” Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii) below.
			(i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:
			<input type="checkbox"/> (A) There is no minimum service requirement for participation in the Plan.
			<input type="checkbox"/> (B) The completion of at least ____ Hours of Service during the first ____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
			<input type="checkbox"/> (C) Under the Elapsed Time method as defined in AA §4-3(c) below.
			<input type="checkbox"/> (D) Describe: _____
			<i>[Note: Any conditions provided under this subsection (D) must be definitely determinable.]</i>
			(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:
			<input type="checkbox"/> (A) For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:
			<input type="checkbox"/> (I) ____ hours per week.
			<input type="checkbox"/> (II) ____ hours per month.
			<input type="checkbox"/> (III) ____ hours per year.
			<input type="checkbox"/> (B) Describe part-time Employees for this purpose: _____
			<i>[Note: A part-time employee must be described as an individual who works less than a specified number of hours (no greater than 40) during a standard work week.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(6) Under the Elapsed Time method as described in AA §4-3(c) below.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(7) Describe eligibility conditions: _____
(b) Minimum Age Requirement. An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).			

Deferral	Match	ER	
----------	-------	----	--

- | | | | |
|--------------------------|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (1) There is no minimum age for Plan eligibility. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (2) Age 21. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (3) Age ____. |

☐ (c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: _____

[Note: Any elections under the ER column under this AA §4-1 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions authorized under AA §6-7, unless elected otherwise under subsection (c) above. Subsection (c) above may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to

different Employee groups or different contribution formulas under the Plan. Any special rules under subsection (c) above must be definitely determinable.]

- 4-2 **ENTRY DATE.** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) Immediate. The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Semi-annual. The first day of the 1st and 7th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Quarterly. The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Monthly. The first day of each calendar month.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Payroll period. The first day of the payroll period.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) The first day of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Describe Entry Date: _____

[Note: Entry Date under this subsection (g) must be no later than 3 years after the date described under (a).]

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) next following satisfaction of the minimum age and service requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) coinciding with or next following satisfaction of the minimum age and service requirements.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(j) nearest the satisfaction of the minimum age and service requirements.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(k) preceding the satisfaction of the minimum age and service requirements.

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) Describe any special rules that apply with respect to the Entry Dates under this AA §4-2: _____

[Note: The elections under the ER column under this AA §4-2 apply to any Pick-Up Contributions selected under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (l) above. Any special rules under subsection (l) above must be definitely determinable.]

- 4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.57 of the Plan for the definition of Hour of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. (See Section 2.03(a)(3)(i) of the Plan). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years. (See Section 2.03(a)(3)(ii) of the Plan.)

To override the default eligibility rules, complete the applicable sections of this AA §4-3. **If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.**

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during an Eligibility Computation Period.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Eligibility Computation Period (ECP). The Plan will use Anniversary Years, unless more than one Year of Service is required under AA §4-1(a), in which case the Plan will shift to Plan Years if the Employee does not earn a Year of Service during the first Eligibility Computation Period. (See Section 2.03(a)(3)(ii) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Elapsed Time method. Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a period of service, as designated below, to participate in the Plan. (See Section 2.03(a)(6) of the Plan.) <div style="margin-left: 20px;"> <input type="checkbox"/> (1) For Deferral, must complete a ____ period of service <input type="checkbox"/> (2) For Match, must complete a ____ period of service <input type="checkbox"/> (3) For ER, must complete a ____ period of service </div> <p><i>[Note: Under the Elapsed Time method, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period designated in Section 2.03(a)(3) of the Plan.]</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Equivalency Method. For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to: <div style="margin-left: 20px;"> <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked. </div> <p>Hours of Service for eligibility will be determined under the following Equivalency Method.</p> <div style="margin-left: 20px;"> <input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period worked. <input type="checkbox"/> (7) Describe Equivalency Method: _____ </div> <p><i>[Note: Any description of an Equivalency Method under this subsection (7) must be definitely determinable.]</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Special eligibility provisions. _____

[Note: The elections under the ER column under this AA §4-3 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (e) above. Any special rules under subsection (e) above must be definitely determinable.]

- 4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of his/her Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees employed on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

Deferral Match ER

☐
☐
☐

An Eligible Employee who is employed by the Employer on the following designated date will enter the Plan on the designated date without regard to minimum age and/or service requirements (as designated below):

☐ (a) the Effective Date of this Plan (as designated in the Employer Signature Page).

☐ (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).

☐ (c) _____ [insert date no earlier than the Effective Date of this Plan]

An Eligible Employee who is employed on the designated date will enter the Plan on the designated date without regard to the minimum age and service requirements under AA §4-1. If both minimum age and service conditions are not waived, select subsection (d) or (e) below to designate which condition is waived under this AA §4-4.

☐ (d) This AA §4-4 only applies to the minimum service condition.

☐ (e) This AA §4-4 only applies to the minimum age condition.

The provisions of this AA §4-4 apply to all Eligible Employees employed on the designated date unless designated otherwise under subsection (f) or (g) below.

☐ (f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: _____

☐ (g) Describe special rules: _____

[Note: An Employee who is employed as of the designated date described in this AA §4-4 will enter the Plan as of such date unless a different Entry Date is designated under subsection (g) above. The elections under the ER column apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (g) above. Any special rules under subsection (g) above must be definitely determinable.]

- 4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan, unless designated otherwise under subsection (a) or (b) below. (See Sections 2.06, 3.07(b) and 6.07 of the Plan.)

☐ (a) The Plan will count service with the following Predecessor Employers:

	Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
<input type="checkbox"/> (1)	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ (b) Describe any special provisions applicable to Predecessor Employer service: _____

- 4-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for eligibility purposes, complete this AA §4-6. (See Section 2.07 of the Plan.)

☐ (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate.

☐ (b) If an Employee incurs at least _____ Breaks in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate. [Enter "0" if prior service will be disregarded for all rehired Employees.]

☐ (c) The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.

☐ (d) Describe: _____

**SECTION 5
COMPENSATION DEFINITIONS**

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.94 of the Plan for a specific definition of the various types of Total Compensation.

- ☒ (a) W-2 Wages
- ☐ (b) Code §415 Compensation
- ☐ (c) Wages under Code §3401(a)

[Note: For purposes of determining Total Compensation, each definition includes Elective Deferrals as defined in Section 1.36 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.94(b) of the Plan, unless otherwise elected below.

- ☐ (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant's severance of employment are excluded from Total Compensation.
 - ☐ (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.
 - ☐ (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

[Note: Plan Compensation (as defined in Section 1.75 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment from the definition of Plan Compensation under AA §5-3(j) below or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3(l) below.]

- ☐ (b) **Continuation payments for disabled Participants.** If this subsection (b) is not elected, Total Compensation does not include continuation payments for disabled Participants. If this subsection (b) is elected, Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.94(c) of the Plan.

5-3 **PLAN COMPENSATION.** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No exclusions.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(b) Elective Deferrals (as defined in Section 1.36 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Compensation above \$___ is excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(e) Amounts received as a bonus are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Amounts received as commissions are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(g) Overtime payments are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.)
			<i>[Note: If this subsection (h) is not elected, amounts received for services performed for a non-signatory Related Employer are INCLUDED in Plan Compensation.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) "Deemed §125 compensation" as defined in Section 1.94(d) of the Plan.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Amounts received after termination of employment are excluded. (See Section 1.94(b) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Differential Pay (as defined in Section 1.94(e) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) Describe adjustments to Plan Compensation: _____

[Note: Any modification under subsection (l) must be definitely determinable and preclude Employer discretion. The elections under the ER column under this AA §5-3 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-7, unless elected otherwise under subsection (l).]

5-4 PERIOD FOR DETERMINING COMPENSATION.

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. *[Note: If a period other than the Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.]*

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) The Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) The calendar year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The Employer's fiscal tax year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The 12-month period ending on _____ which ends during the Plan Year.

- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.75(b) of the Plan.)

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

- (c) **Few weeks rule.** The few weeks rule (as described in Section 5.02(c)(7)(ii) of the Plan) will not apply unless designated otherwise under this subsection (c).
- ☐ Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

SECTION 6

EMPLOYER AND EMPLOYEE CONTRIBUTIONS

- 6-1 **EMPLOYER / EMPLOYEE CONTRIBUTIONS.** The Employer/Employee may make the following contributions under the Plan:

- ☒ (a) Employer Contributions under AA §6-2
- ☐ (b) Voluntary After-Tax Employee Contributions under AA §6-7(a)
- ☐ (c) Mandatory After-Tax Employee Contributions under AA §6-7(b)
- ☐ (d) Employer Pick-Up Contributions under AA §6-7(c)
- ☐ (e) N/A. No Employer/Employee Contributions are permitted under the Plan *[Skip to Section 6A]*

6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-5(a) below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-6 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3.

- ☐ (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- ☐ (b) **Fixed contribution.**
- ☐ (1) **Fixed percentage.** ___% of each Participant's Plan Compensation.
- ☐ (2) **Fixed dollar.** \$___ for each Participant.
- ☐ (3) **Determined in accordance with the terms of the Employment contract** between an Eligible Employee and the Employer. *[Note: If this subsection (3) is checked, the provisions of an Employment contract addressing retirement benefits will override any selection under this AA §6-2.]*
- ☐ (c) **Contributions under Collective Bargaining Agreement, employment contract or equivalent arrangement.** The Employer will make an Employer Contribution based on a Collective Bargaining Agreement, employment agreement or equivalent arrangement as follows: _____

[Note: Insert the appropriate contribution formula (and allocation formula, if applicable) from the Collective Bargaining Agreement, employment agreement or equivalent arrangement. The formula must be definitely determinable as required under Treas. Reg. §1.401-1.]

- ☒ (d) **Service-based contribution.** The Employer will make the following contribution:
- ☒ (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation for each period of service designated below.
- ☐ (2) **Fixed percentage.** ___% of Plan Compensation paid for each period of service designated below.
- ☐ (3) **Fixed dollar.** \$___ for each period of service designated below.

The service-based contribution will be based on the following periods of service:

- ☐ (4) Each Hour of Service
- ☐ (5) Each week of employment
- ☒ (6) Describe period: Each Year of Service on an elapsed time basis

The service-based contribution is subject to the following rules.

- ☐ (7) Describe any special provisions that apply to service-based contribution: _____

- ☒ (e) **Describe special rules for determining contributions under Plan:** Under 2 Years of Service: 10% of Plan Compensation; between 2 to 4 Years of Service: 13% of Plan Compensation; more than 4 Years of Service: 15% of Plan Compensation

[Note: Any special rules under this subsection (e) may only describe the basis for determining a discretionary service-based contribution, such as a uniform dollar amount, and must be definitely determinable.]

6-3 **ALLOCATION FORMULA.**

- ☐ (a) **Pro rata allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated:
- ☐ (1) as a uniform percentage of Plan Compensation.
- ☐ (2) as a uniform dollar amount.
- ☐ (b) **Fixed contribution.** The fixed Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed Employer Contributions under AA §6-2.

- ☐ (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2(a) will be allocated under the two-step method (as defined in Section 3.02(a)(1)(i)(B)(I) of the Plan), using the Taxable Wage Base (as defined in Section 1.92 of the Plan) as the Integration Level.

To modify these default rules, complete the appropriate provision(s) below.

- ☐ (1) **Integration Level.** Instead of the Taxable Wage Base, the Integration Level is:

- ☐ (i) ____% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:

- | | |
|------------------------------------|--------------------------------------|
| <input type="checkbox"/> (A) N/A | <input type="checkbox"/> (B) \$1 |
| <input type="checkbox"/> (C) \$100 | <input type="checkbox"/> (D) \$1,000 |

- ☐ (ii) \$____ (not to exceed the Taxable Wage Base)

- ☐ (iii) 20% of the Taxable Wage Base

[Note: See Section 3.02(a)(1)(i)(B)(IV) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.]

- ☐ (2) **Describe** special rules for applying permitted disparity allocation formula: _____

[Note: Any special rules under subsection (2) must be definitely determinable.]

- ☐ (d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:

- ☐ (1) ____ point(s) for each ____ year(s) of age (attained as of the end of the Plan Year).

- ☐ (2) ____ points for each \$____ of Plan Compensation.

- ☐ (3) ____ point(s) for each ____ Year(s) of Service. For this purpose, Years of Service are determined:

- ☐ (i) In the same manner as determined for eligibility.
- ☐ (ii) In the same manner as determined for vesting.
- ☐ (iii) Points will not be provided with respect to Years of Service in excess of ____.

- ☐ (e) **Employee group allocation.** The Employer may make a separate discretionary Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Trustee in writing of the amount of the contribution to be allocated to each allocation group.

- ☐ (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in his/her own allocation group).

- ☐ (2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation to all Participants within that allocation group, unless otherwise designated as a uniform dollar amount below.

- ☐ The contribution made for each allocation group will be allocated as a uniform dollar amount to all Participants within the allocation group.

Group 1: _____

[Note: The Employee allocation groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(ii).]

- (3) **Special rules.** Unless designated otherwise under this subsection (3), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. (See Section 3.02(a)(1)(i)(D) of the Plan.)

- ☐ (i) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.

- ☐ (ii) **Describe:** _____

[Note: This subsection (ii) may only describe the amount of the Employer Contribution a Participant will receive when such Participant is in more than one allocation group. Any language under this subsection (ii) must be definitely determinable.]

- ☐ (f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2(a) will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as described in Section 1.03 of the Plan).
- A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under subsection (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.
- ☐ (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of ____% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.
- ☐ (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: _____
- ☐ (3) **Describe special rules applicable to age-based allocation:** _____
- [Note: See Appendix A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated. Subsection (3) must provide for a definitely determinable allocation method.]*
- ☒ (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2(d) will be allocated in accordance with the selections made in AA §6-2(d).
- ☐ (h) **Describe special rules for determining allocation formula:** _____
- [Note: Any special rules under this subsection (h) must be described in a manner that precludes Employer discretion.]*

6-4 **CONTRIBUTIONS OF ACCRUED SICK, PTO AND/OR VACATION LEAVE.** *[Note: Do not complete this AA §6-4 and instead use AA§6-7(c) if this is an Employer Pick-Up Contribution.]*

- ☐ (a) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid sick leave, as described below: _____
- ☐ (b) The Employer will make and allocate Employer Contributions of amounts of accrued unpaid vacation leave, as described below: _____
- [Note: The Employer must describe an Employer Contribution of accrued unpaid sick, and/or vacation leave that meets the following requirements:*
- *The leave converted under the arrangement can only be accrued unpaid leave;*
 - *The leave converted can only be sick and/or vacation leave;*
 - *The Employer must designate how often the conversions occur under this AA §6-4;*
 - *The eligibility requirements for participation in the plan cannot be such that an Employee becomes a Participant only in the plan year in which the Employee terminates employment;*
 - *The only accrued unpaid leave which can be converted under the arrangement must only be leave for which the Employee has no right to request a cash payment;*
 - *The leave conversion formula can only be one which involves multiplying an Employee's current daily rate of pay against the amount of accrued unpaid leave being converted; and*
 - *The leave conversion formula is definitely determinable.]*

6-5 **SPECIAL RULES.** No special rules apply with respect to Employer/Employee Contributions under the Plan, except to the extent designated under this AA §6-5. Unless designated otherwise, in determining the amount of the Employer/Employee Contributions to be allocated under this AA §6, the contribution will be based on Plan Compensation earned during the Plan Year.

- ☒ (a) **Period for determining Employer/Employee Contributions.** Instead of the Plan Year, Employer/Employee Contributions will be determined based on Plan Compensation earned during the following period: [*Note: The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3(c) above.*]

☐ (1) Plan Year quarter

☐ (2) calendar month

☒ (3) payroll period

☐ (4) Other: _____

[*Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Employer Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this subsection (a).*]

- ☐ (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

☐ (1) ____% of Plan Compensation

☐ (2) \$____

☐ (3) A discretionary amount determined by the Employer applied in a uniform manner for all eligible Participants for the Plan Year.

- ☐ (c) **Offset of Employer Contribution.**

☐ (1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____ [*insert name of plan(s)*]. (See Section 3.02(a)(1) of the Plan.)

☐ (2) In applying the offset under this subsection (c), the following rules apply: _____

- ☐ (d) **Special rules:** _____

[*Note: Any special rules under this subsection (d) must be definitely determinable.*]

6-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-6 to receive an allocation of Employer Contributions under the Plan. [*Note: No allocation conditions apply to After-Tax Employee Contributions or Employer Pick-Up Contributions under AA §6-7.*]

- ☒ (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.

- ☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

- ☐ (c) **Minimum service condition.** An Employee must be credited with at least:

☐ (1) ____ Hours of Service during the Plan Year.

☐ (i) Hours of Service are determined using actual Hours of Service.

☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under Section 2.03(a)(5) of the Plan):

☐ (A) Monthly

☐ (B) Weekly

☐ (C) Daily

☐ (D) Semi-monthly

☐ (E) Describe: _____

[*Note: Any description under this subsection (E) must be definitely determinable.*]

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☐ (d) **Exceptions.**

☐ (1) The above allocation condition(s) will **not** apply if the Employee:

- ☐ (i) dies.
- ☐ (ii) terminates employment due to becoming Disabled.
- ☐ (iii) becomes Disabled.
- ☐ (iv) terminates employment after attaining Normal Retirement Age.

[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in subsection (e) below.]

☐ (v) terminates employment after attaining Early Retirement Age.

[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in subsection (e) below.]

☐ (vi) is on an authorized leave of absence from the Employer.

☐ (2) The exceptions selected under subsection (1) above will apply even if an Employee has not terminated employment at the time of the selected event(s).

☐ (3) The exceptions selected under subsection (1) above do not apply to:

- ☐ (i) an employment condition under subsection (b) above.
- ☐ (ii) a minimum service condition under subsection (c) above.

☐ (e) **Describe** any special rules governing the allocation conditions under the Plan: _____

[Note: Any special rules under this subsection (e) must be definitely determinable.]

6-7 **AFTER-TAX EMPLOYEE CONTRIBUTIONS AND EMPLOYER PICK-UP CONTRIBUTIONS.**

☐ (a) **Voluntary After-Tax Employee Contributions.** If permitted under this subsection (a), a Participant may contribute any amount as Voluntary After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.02 of the Plan), except as limited under this subsection (a).

☐ (1) **Limits on Voluntary After-Tax Employee Contributions.** If this subsection (1) is checked, the following limits apply to Voluntary After-Tax Employee Contributions:

☐ (i) **Maximum limit.** A Participant may make Voluntary After-Tax Employee Contributions up to:

☐ (A) _____% of Plan Compensation

☐ (B) \$_____

for the following period:

☐ (C) the entire Plan Year.

☐ (D) the portion of the Plan Year during which the Employee is eligible to participate.

☐ (E) each separate payroll period during which the Employee is eligible to participate.

☐ (ii) **Minimum limit.** The amount of Voluntary After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:

☐ (A) _____% of Plan Compensation

☐ (B) \$_____

(2) **Change or revocation of Voluntary After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume an after-tax election will be effective as set forth under the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an after-tax election at least once per year. Unless the After-Tax Employee Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an after-tax election (on a prospective basis) at any time. Unless designated otherwise in a Participant's after-tax election form, a Participant's affirmative election to make an After-Tax Employee Contribution will cease upon termination of employment and the Participant will need to make a new election upon rehire.

- ☐ (3) **Other limits or special rules relating to Voluntary After-Tax Employee Contributions:** _____
[*Note: Any limits described under this subsection (3) must be consistent with the provisions of Section 3.04 of the Plan.*]
- ☐ (b) **Mandatory After-Tax Employee Contributions.** If this subsection (b) is checked, Employees are required to make Mandatory After-Tax Employee Contributions in order to participate under the Plan.
- ☐ (1) **Amount of Mandatory After-Tax Employee Contributions.** Employees are required to contribute the following amount in order to participate in the Plan:
- ☐ (i) _____% of each Employee's Total Compensation.
- ☐ (ii) \$_____ for each Participant.
- ☐ (iii) Describe rate or amount: _____
- ☐ (2) **Special rules** applicable to Mandatory After-Tax Employee Contributions: _____
- ☐ (c) **Employer Pick-Up Contributions.** Each Participant will be required to make a Pick-up Contribution to the Plan equal to the amount specified under this subsection (c). Any amounts contributed pursuant to this subsection (c) will be picked up by the Employer pursuant to Code §414(h) and will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times. (See Section 3.03 of the Plan.)
- ☐ (1) The following amounts will be contributed to the Plan as an Employer Pick-Up Contribution:
- ☐ (i) _____% of Plan Compensation.
- ☐ (ii) \$_____ per pay period.
- ☐ (iii) Any amount from _____% to _____% of Plan Compensation, as designated by the Employee.
[*Note: This subsection (iii) may only be selected if the Employee designates the amount as a one-time irrevocable election.*]
- ☐ (2) Elect this subsection (2) if an Employee may make a one-time irrevocable election not to make Employer Pick-Up Contributions under the Plan.
- ☐ (3) Special rules applicable to Employer Pick-Up Contributions: _____
[*Note: Any Employer Pick-Up Contributions made under this subsection (c) must satisfy the requirements of Section 3.03 of the Plan. See AA §11-4 for an Employee's ability to elect out of making Employer Pick-Up Contributions.*]

**SECTION 6A
SALARY DEFERRALS**

- 6A-1 **SALARY DEFERRALS.** Are Employees permitted to make Salary Deferrals under the Plan?
- ☐ Yes.
- ☒ No. [*If "No" is checked, skip to Section 6B.*]
- 6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise under this AA §6A-2, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the Plan).
- ☐ (a) **Salary Deferral Limit.** A Participant may not defer an amount in excess of:
- ☐ (1) _____% of Plan Compensation.
- ☐ (2) \$_____.
- [*Note: If both subsection (1) and (2) above are checked, the deferral limit is the lesser of the amounts selected.*]
- Any limit described in subsection (1) or (2) above applies with respect to the following period:
- ☐ (3) Plan Year.
- ☐ (4) the portion of the Plan Year during which the individual is eligible to participate.
- ☐ (5) each separate payroll period during which the individual is eligible to participate.
- ☐ (b) **Limits on deferrals on bonus payments.** [*Note: This §6A-2(b) only may be selected, if bonus payments are not excluded under AA §5-3.*]

- ☐ (1) The same limits specified in (a)(1) and (a)(2) above apply to bonus and non-bonus Plan Compensation, Employees may defer any amounts out of bonus payments, subject to the Elective Deferral Dollar Limit and the Code §415 Limitation (as defined in Sections 5.02 and 5.03 of the Plan) and any other limit on Salary Deferrals under this AA 6A-2. The Employer may impose special limits on bonus payments or may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.02(c)(2) of the Plan.)
- ☐ (2) A Participant may defer up to ____% (*not to exceed 100%*) of any bonus payment (subject to the Elective Deferral Dollar Limit and the Code §415 Limitation), without regard to any other limits described under this AA §6A-2. The Employer may impose special limits on bonus payments under the Salary Deferral Election. (See Section 3.02(c)(2) of the Plan.)
- ☐ (3) Describe special rules applicable to deferrals on bonus payments: _____
- [Note: If this subsection (b) is checked, bonus payments may not be excluded from Plan Compensation in the Deferral column under AA §5-3(e).]*

☐ (c) **Describe** any other limits that apply with respect to Salary Deferrals under the Plan: _____

6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

- ☐ (a) ____% of Plan Compensation for a payroll period.
- ☐ (b) \$____ for a payroll period.
- ☐ (c) Describe: _____

[Note: If more than one limit applies under this AA §6A-3, the minimum deferral rate is the lesser of the amounts designated under this AA §6A-3.]

6A-4 **CATCH-UP CONTRIBUTIONS.** Catch-Up Contributions (as defined in Section 3.02(c)(2)(iv) of the Plan) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

- ☐ Catch-Up Contributions are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals (as defined in Section 3.02(c)(2)(v) of the Plan) are not permitted under the Plan, unless designated otherwise under this AA §6A-5.

- ☐ (a) **Availability of Roth Deferrals.** Roth Deferrals are permitted under the Plan. *[Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-8(b) below. Roth Deferrals may not be made prior to January 1, 2006.]*
- ☐ (b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection (b), to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (As described under Section 7.11(b)(2) of the Plan for default distribution rules if a Participant fails to designate the appropriate Account for corrective distributions from the Plan, such distribution may be withdrawn equally from both the Pre-Tax Salary Deferral Account and the Roth Deferral Account or the Employer may withdraw such amounts first from either the Pre-Tax Salary Deferral Account or the Roth Deferral Account.)

Alternatively, the Employer may designate the order of distributions as listed below:

- ☐ (1) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.
- ☐ (2) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.
- ☐ (3) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.
- ☐ (c) **In-Plan Roth Conversions.** Unless elected under this AA §6A-5(c), the Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (1) below must be checked.
- ☐ (1) **Effective date.** Effective _____ [*not earlier than 1/1/2013*], a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

[Note: The Plan must provide for Roth Deferrals under AA §6A-5(a) above as of the effective date designated in this subsection (1). An election under this subsection (1) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]

(2) **In-Service Distribution.**

- ☐ (i) For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan. *[Note: If this subsection (i) is checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.]*
- ☐ (ii) For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

(3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan.

To override this default provision to limit the contributions sources available for In-Plan Roth Conversion, select the applicable contribution sources from which an In-Plan Roth Conversion is available:

- ☐ (i) Pre-tax Salary Deferrals
- ☐ (ii) Employer Contributions
- ☐ (iii) Matching Contributions
- ☐ (iv) After-Tax Contributions
- ☐ (v) Rollover Contributions
- ☐ (vi) Employer Pick-Up Contributions
- ☐ (vii) Describe: _____

[Note: Any contribution sources described in this subsection (vii) must be definitely determinable and not subject to Employer discretion.]

(4) **Limits applicable to In-Plan Roth Conversions.** No limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

- ☐ (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).
[Note: If an In-Plan Roth Conversion is permitted from partially-vested sources, special rules apply for determining the vested percentage of such amounts after conversion. See Section 6.09 of the Plan.]
- ☐ (ii) A Participant may not make an In-Plan Roth Conversion of less than \$____ (may not exceed \$1,000).
- ☐ (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.
[Note: If this subsection (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.]
- ☐ (iv) Describe: _____

[Note: Any selection in this subsection (iv) must be definitely determinable and not subject to Employer discretion.]

(5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

- ☐ (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 7.10 of the Plan.

[Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 7.10 of the

Plan. Thus, for example, a Participant may not take an in-service distribution of amounts attributable to Salary Deferrals prior to age 59½.

- ☐ (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 of the Plan and AA §B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

[Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the Plan.]

- (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6).

☐ (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account.

☐ (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time.

☐ (iii) Describe distribution options: _____

☐ (d) **Describe** any special rules that apply to Roth Deferrals under the Plan: _____

6A-6 SALARY DEFERRAL ELECTIONS.

- (a) **Change or revocation of deferral election:** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.
- (b) **Salary deferral elections of rehired participants:** Unless designated otherwise below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment and the Participant will need to make a new election upon rehire.
- ☐ **Participant's affirmative election does not cease upon termination of employment.** If this subsection (b) is selected, a terminated Participant's affirmative election to defer (or to not defer) **will not cease** upon termination of employment and the Participant's affirmative election to defer (or to not defer) in effect at the time of employment termination will apply upon rehire.

[Note: The Employer may modify the rules applicable to rehired employees under the Salary Reduction Agreement or other administrative procedures.]

6A-7 AUTOMATIC CONTRIBUTION ARRANGEMENT. No automatic contribution provisions apply under Section 3.02(c)(2)(iii) of the Plan, unless provided otherwise under this AA §6A-7.

- ☐ (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3 and AA §4), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Deferral Election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.
- ☐ (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-7 are effective as of:
- ☐ (i) The Effective Date of this Plan as set forth under the Employer Signature Page.
- ☐ (ii) _____ *[insert date no earlier than the Effective Date of the Plan]*
- ☐ (iii) As set forth under a prior Plan document. *[Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-7 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-7, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.]*
- ☐ (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.02(c)(2)(iii) of the Plan. *[Note: Unless an election is made under this AA §6A-7 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Code §414(w).]*

- ☐ (i) **Automatic deferral amount.**
- ☐ (A) ____% of Plan Compensation.
- ☐ (B) \$____.
- ☐ (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount.
- ☐ (A) ____% of Plan Compensation.
- ☐ (B) \$____.
- ☐ (C) If this (C) and subsection (3)(iii) below (relating to the expiration of affirmative deferral elections) are both elected, the automatic increase will apply to all Participants, including those Participants whose affirmative deferral elections have expired and no subsequent affirmative election is made.

Any automatic increase elected under this subsection (ii) will not cause the automatic deferral amount to exceed:

- ☐ (D) ____% of Plan Compensation.
- ☐ (E) \$____.
- ☐ (F) Describe: _____

[Note: Any special application of the automatic increase provisions must be definitely determinable and must provide for Employer discretion.]

- (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants and existing Participants as set forth under this subsection (3):
- (i) **New Participants.** The automatic deferral provisions apply to all Participants who become eligible on or after the effective date.
- (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
- ☐ (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
- ☐ (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i) above. Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.
- ☐ (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) above are subject to the automatic deferral provisions.
- ☐ (D) Describe: _____
- ☐ (iii) **Expiration of affirmative deferral elections.** Unless this subsection (iii) is elected, for purposes of the automatic deferral provisions of the Plan, a Participant's affirmative elective deferral election will not expire. If this subsection (iii) is elected, a Participant's affirmative deferral election will expire:
- ☐ (A) at the end of each Plan Year.
- ☐ (B) Describe date that the affirmative election will expire: _____
- [Note: The date must be definite and not discriminate in favor of Highly Compensated Employees.]*

If a Participant fails to complete a new affirmative deferral election subsequent to the prior election expiring, the Participant becomes subject to the automatic deferral percentage as specified in the Plan pursuant to the automatic contribution arrangement provisions. Each year, the Participant can always complete a new affirmative election and designate a new deferral percentage.

- (iv) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iv).
- ☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*Note: This subsection (iv) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]
- ☐ (v) **Special rules:** _____
- [*Note: Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.*]
- (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(ii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- ☐ (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) above takes effect as of the appropriate date within the first Plan Year following the date automatic contributions begin.
- ☐ (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) above takes effect as of the appropriate date within the _____ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.
- ☐ (iii) **Effective date.** The automatic increase described under subsection (2)(ii) above is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- ☐ (A) The anniversary of the Participant's date of hire.
- ☐ (B) The anniversary of the Participant's first automatic deferral contribution.
- ☐ (C) The first day of each calendar year.
- ☐ (D) Other date: _____
- ☐ (iv) **Special rules:** _____
- (5) **Treatment of terminated Employees who are rehired.** Unless designated otherwise below, in applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is treated as a new Employee (regardless of the amount of time since the rehired Employee terminated employment).
- ☐ (i) **Rehired Employees not treated as new Employee.** In applying the automatic deferral provisions under this AA§6A-7, including the automatic increase provisions, a rehired Participant is not treated as a new Employee. Thus, for example, a rehired Participant's deferral percentage will be calculated based on the date the individual first began making automatic deferrals under the Plan.
- ☐ (ii) **Describe special rules applicable to rehired employees:** _____
- [*Note: Any special rules under this subsection (ii) must satisfy the rules applicable to automatic enrollment under Treas. Reg. §1.401(k)-1, if applicable.*]
- (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**
- ☐ (1) **Permissible withdrawals allowed.** An Employee who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election under this AA §6A-7 may elect to withdraw such contributions (and earnings attributable thereto) within 90 days after the date such Salary Deferrals would otherwise have been included in gross income, unless designated otherwise under subsection (3) below. Unless elected otherwise below, if an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to termination of employment), the Plan may allow such Employee to take a permissible withdrawal, but only with respect to default contributions made after the Employee's return to employment.).
- ☐ The ability to take permissible withdrawals does not apply to rehired Employees, even if such Employees have not made automatic deferrals to the Plan for an entire Plan Year due to termination of employment.
- ☐ (2) **No permissible withdrawals.** The permissible withdrawal provisions under this subsection (b) are not available.

- ☐ (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than ____ days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.

☐ (c) **Other automatic deferral provisions:** _____

6A-8 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-8, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective. (See Section 3.02(c)(2)(i) of the Plan.)

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-8.

- ☐ (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
- ☐ (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
 - ☐ (2) ____ (insert date no earlier than the date the Plan is executed by the Employer).
- ☐ (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of _____. *[If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-8, unless a later date is designated under this subsection.]*

SECTION 6B MATCHING CONTRIBUTIONS

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- ☐ **Yes.**
- ☒ **No.** *[If "No" is checked, skip to Section 7.]*

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-6 below. *[See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan.]*

- ☐ (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount will be allocated as a uniform percentage of Eligible Contributions, unless designated otherwise below. (See AA §6B-5 relating to period for determining Matching Contributions and true-up requirements.)

- ☐ (1) Discretionary matching contributions will be allocated as a flat dollar amount.
- ☐ (2) Allocation of discretionary Matching Contribution determined by written instructions to Plan Administrator (or Trustee). If a discretionary Matching Contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a Matching Contribution to Participants) and the Employer makes a discretionary Matching Contribution to the Plan, the Employer must provide the Plan Administrator (or Trustee, if applicable), written instructions describing: (1) how the discretionary Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Eligible Contributions or a flat dollar amount), (2) the computation period(s) to which the discretionary Matching Contribution formula applies (unless otherwise designated under AA §6B-5), and (3) if applicable, a description of each business location or business classification subject to separate discretionary Matching Contribution allocation formulas.

Such instructions must be provided no later than the date on which the discretionary Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Matching Contributions no later than 60 days following the last date on which the discretionary Matching Contribution is made to the Plan for the Plan Year. If this AA §6B-2(a)(2) is elected, the written instruction requirement does not take effect until the first day of the Plan Year following the Plan Year in which this Plan's Cycle 3 restatement is executed.

- ☐ (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
- ☐ (1) ____% of Eligible Contributions made for each period designated in AA §6B-5 below.
 - ☐ (2) \$____ for each period designated in AA §6B-5 below.

- ☐ (c) **Matching Contributions under Collective Bargaining Agreement, employment contract or equivalent arrangement.** The Employer will make a Matching Contribution based on a Collective Bargaining Agreement, employment agreement or equivalent arrangement as follows: _____

[*Note:* Insert the appropriate Matching Contribution formula from the Collective Bargaining Agreement, employment agreement or equivalent arrangement. The formula must be definitely determinable as required under Treas. Reg. §1.401-1.]

- ☐ (d) **Tiered match.** The Employer may make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions as a percentage of Plan Compensation. If discretionary Match is elected, the discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each tier.

Eligible Contributions	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) Up to ____% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ____% up to ____% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ____% up to ____% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (4) From ____% up to ____% of Plan Compensation	_____%	<input type="checkbox"/>

- ☐ (e) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Eligible Contributions to all Participants based on Years of Service with the Employer. If discretionary Match is elected, the discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each Year of Service level.

Years of Service	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) From ____ up to ____ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ____ up to ____ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ____ up to ____ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (4) From ____ up to ____ Years of Service	_____%	<input type="checkbox"/>
<input type="checkbox"/> (5) Years of Service equal to and above ____	_____%	<input type="checkbox"/>

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

[*Note:* Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03(a)(1) of the Plan.]

- ☐ (f) **Different Employee groups.** The Employer may make a different Matching Contribution to the Employee groups designated under subsection (1) below. The Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula designated under subsection (2) below.

(1) **Designated Employee groups.**

[*Note:* Each group designation must describe a group of Employees which is definitely determinable with no Employer discretion.]

(2) **Matching Contribution formulas.**

- ☐ (i) **Discretionary Matching Contribution.** The Employer may make a different discretionary Matching Contribution for each Employee group designated under subsection (1) above. The discretionary Matching Contribution will be allocated as a uniform percentage of Eligible Contributions within each Employee group. (See AA §6B-5 relating to period for determining Matching Contributions and true-up requirements.)

- ☐ (ii) **Different Matching Contribution formula.** The following Matching Contribution will apply for each Employee group designated under subsection (1) above.

[*Note:* Each separate rate of Matching Contribution must be definitely determinable and will be allocated uniformly to the members of the group.]

- ☐ (g) **Describe special rules for determining Matching Contribution formula:** _____

[Note: Any special rules may not provide for a discretionary Matching Contribution allocation formula, must be described in a manner that precludes Employer discretion and must satisfy the definitely determinable requirements of Treas. Reg. §1.401-1.]

6B-3 ELIGIBLE CONTRIBUTIONS. Unless designated otherwise under this AA §6B-3, the Matching Contribution described in AA §6B-2 will apply to all Eligible Contributions authorized under AA §6-7 and/or AA §6A.

- ☐ (a) **Designated Eligible Contributions.** If this subsection (a) is checked, the Matching Contribution described in AA §6B-2 will apply only to the Eligible Contributions selected below:
- ☐ (1) Pre-tax Salary Deferrals under AA §6A.
 - ☐ (2) Roth Deferrals under AA §6A-5.
 - ☐ (3) Catch-Up Contributions under AA §6A-4.
 - ☐ (4) Voluntary After-Tax Employee Contributions under AA §6-7(a).
 - ☐ (5) Mandatory After-Tax Employee Contributions under AA §6-7(b).
 - ☐ (6) Employer Pick-Up Contributions under AA §6-7(c).
- ☐ (b) **Elective deferrals under another plan.** If this subsection (b) is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.
- ☐ (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____
 - ☐ (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1) above: _____

[Note: This subsection (b) may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another qualified plan or Code §403(b) or Code §457(b) plan.]

- ☐ (c) **Calculation of Matching Contributions if Plan uses dual eligibility and/or multiple entry dates.** Unless designated otherwise below, if the Plan has dual eligibility and/or multiple entry dates (or the Employer chooses to use the Plan's optional true-up provisions), the Matching Contribution formula(s) will be based on Eligible Contributions and Plan Compensation for the period designated under AA §6B-5.
- ☐ The Plan will make Matching Contributions only on Salary Deferrals and After-Tax Employee Contributions (if applicable) made after the Participant becomes eligible for Matching Contributions, regardless of the period designated under AA §6B-5.
- ☐ (d) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

[Note: Any special rules under this subsection (d) must be definitely determinable.]

6B-4 LIMITS ON MATCHING CONTRIBUTIONS. In applying the Matching Contribution formula(s) selected under AA §6B-2 above, all Eligible Contributions designated under AA §6B-3 are eligible for Matching Contributions, unless elected otherwise under this AA §6B-4.

- ☐ (a) **Limit on amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions under AA §6B-3 that do not exceed:
- ☐ (1) _____% of Plan Compensation.
 - ☐ (2) \$_____.
 - ☐ (3) A discretionary amount determined by the Employer that will be applied in a uniform manner for all eligible Participants for the Plan Year.
- [Note: If both subsections (1) and (2) above are selected, the limit under this subsection (a) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).]*
- ☐ (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:
- ☐ (1) _____% of Plan Compensation.
 - ☐ (2) \$_____.

☐ (c) **Special limits applicable to Matching Contributions:** _____

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Eligible Contributions under AA §6B-3 and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, complete this AA §6B-5.

- ☐ (a) payroll period
☐ (b) Plan Year quarter
☐ (c) calendar month
☐ (d) Other: _____

[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period selected under this AA §6B-5.]

[Note: In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent he/she does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA §6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5. See Section 3.02(c)(3)(iii) of the Plan.]

6B-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under the Plan.

☐ (a) **Application of allocation conditions.**

- ☐ (1) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
☐ (2) Allocation conditions only apply to discretionary Matching Contributions under the Plan.
☐ (3) Allocation conditions only apply to fixed Matching Contributions under the Plan.

[Note: (2) or (3) above should be selected only if the Plan provides for both Fixed and Discretionary Matching Contributions.]

☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

☐ (c) **Minimum service condition.** An Employee must be credited with at least:

- ☐ (1) _____ Hours of Service during the Plan Year.
☐ (i) Hours of Service are determined using actual Hours of Service.
☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3):
☐ (A) Monthly ☐ (B) Weekly
☐ (C) Daily ☐ (D) Semi-monthly
☐ (E) Describe: _____

[Note: Any description under subsection (E) above must be definitely determinable.]

☐ (2) _____ consecutive days of employment with the Employer during the Plan Year.

☐ (d) **Exceptions.**

- ☐ (1) The above allocation condition(s) will **not** apply if the Employee, during the Plan Year:
☐ (i) dies.
☐ (ii) terminates employment due to becoming Disabled.
☐ (iii) becomes Disabled.
☐ (iv) terminates employment after attaining Normal Retirement Age.

[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such

Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in (e) below.]

- ☐ (v) terminates employment after attaining Early Retirement Age.

[Note: This waiver of allocation conditions applies only once during the Participant's employment with the Employer. Thus, if an Employee is rehired after such a waiver was applied to such Employee, the waiver of allocation conditions will not apply to a subsequent termination of employment. The Employer may modify this rule in (e) below.]

- ☐ (vi) is on an authorized leave of absence from the Employer.

- ☐ (2) The exceptions selected under subsection (1) above will apply even if an Employee has not terminated employment at the time of the selected event(s).

- ☐ (3) The exceptions selected under subsection (1) above do not apply to:

- ☐ (i) an employment condition designated under subsection (b) above.
☐ (ii) a minimum service condition designated under subsection (c) above.

- ☐ (e) **Describe** any special rules governing the allocation conditions under the Plan: _____

SECTION 7 RETIREMENT AGES

- 7-1 **NORMAL RETIREMENT AGE.** Normal Retirement Age under the Plan is:

- ☒ (a) Age 65 (not to exceed 65).
☐ (b) The later of age ____ (not to exceed 65) or the ____ (not to exceed 5th) anniversary of:
☐ (1) the Employee's participation commencement date (as defined in Section 1.68 of the Plan).
☐ (2) the Employee's employment commencement date.
☐ (c) Describe Normal Retirement Age: _____

[Note: The Normal Retirement Age must be reasonably representative of the typical retirement age for the industry in which the Plan Participants work. A Normal Retirement Age of at least age 62 is deemed to be reasonable while a Normal Retirement Age under age 55 is presumed not to satisfy this requirement unless facts and circumstances show otherwise. Whether a Normal Retirement Age between 55 and 62 satisfies this requirement depends on the facts and circumstances. A Governmental Plan must comply with the final Normal Retirement Age regulations under Treas. Reg. §1.401(a)-1, as amended, effective for Annuity Starting Dates occurring in Plan Years beginning on or after the later of the two dates described in IRS Notice 2012-29. The Employer may use AA §7-1(c), for example, to describe a reasonable Normal Retirement Age that is between age 55 and 62 that takes into account service as well as age.]

- 7-2 **EARLY RETIREMENT AGE.** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

- ☐ (a) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:
☐ (1) Attainment of age ____
☐ (2) The ____ anniversary of the date the Employee commenced participation in the Plan, and/or
☐ (3) The completion of ____ Years of Service, determined as follows:
☐ (i) Same as for eligibility.
☐ (ii) Same as for vesting
☐ (b) **Describe.** _____

SECTION 8 VESTING AND FORFEITURES

- 8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for any Employer and/or Matching Contributions that are subject to a vesting schedule under AA §8-2?

- ☒ Yes
☐ No [If "No" is checked, skip to Section 9.]

[Note: "Yes" should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. "No"

should be checked if the only contributions under the Plan are Salary Deferrals, After-Tax Employee Contributions and/or Employer Pick-Up Contributions. If the Plan holds Employer Contributions and/or Matching Contributions that are subject to vesting but the Plan no longer provides for such contributions, see Sections 6.03(d) and 6.11(e) of the Plan for default rules for applying the vesting and forfeiture rules to such contributions.]

8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under the Plan. See Section 6.02 of the Plan for a description of the various vesting schedules under this AA §8-2.

☒ (a) **Vesting schedule for Employer Contributions and Matching Contributions:**

ER	Match	
<input type="checkbox"/>	<input type="checkbox"/>	(1) Full and immediate vesting.
<input type="checkbox"/>	<input type="checkbox"/>	(2) Three-year cliff vesting schedule
<input type="checkbox"/>	<input type="checkbox"/>	(3) Six-year graded vesting schedule
<input type="checkbox"/>	<input type="checkbox"/>	(4) Modified vesting schedule
		____ % immediately on Plan participation
		____ % after 1 Year of Service
		____ % after 2 Years of Service
		____ % after 3 Years of Service
		____ % after 4 Years of Service
		____ % after 5 Years of Service
		____ % after 6 Years of Service
		____ % after 7 Years of Service
		____ % after 8 Years of Service
		____ % after 9 Years of Service
		100% after 10 Years of Service
<input checked="" type="checkbox"/>	<input type="checkbox"/>	(5) Other: vesting schedule: <u>100% after 1 Year of Service</u>

[Note: If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.]

☒ (b) **Special provisions applicable to vesting schedule:** Employer Contributions prior to January 1, 2021 are subject to the following vesting schedule: 100% after 6 months of Service

[Note: This subsection (b) may be used to apply a different vesting schedule for different contribution formulas or different Employee groups under the Plan. Any special provision must satisfy the pre-ERISA Code vesting requirements.]

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

- ☐ (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
- ☐ (b) Service completed before the Employee's ____ birthday is excluded.
- ☐ (c) Describe vesting service exclusions: _____

[Note: See Section 6.07 of the Plan and AA §4-5 for rules regarding the crediting of service with Predecessor Employers for purposes of vesting under the Plan.]

8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee

- ☒ (a) dies
- ☒ (b) terminates employment due to becoming Disabled
- ☐ (c) becomes Disabled
- ☐ (d) reaches Early Retirement Age
- ☐ (e) Not applicable. No increase in vesting applies.

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. [*Note: No election should be made under this AA §8-5 if all contributions are 100% vested.*]

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.57 of the Plan for the definition of Hour of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

ER	Match	
<input type="checkbox"/>	<input type="checkbox"/>	(a) Year of Service. Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period.
<input type="checkbox"/>	<input type="checkbox"/>	(b) Vesting Computation Period. Instead of the Plan Year, the Vesting Computation Period is: <input type="checkbox"/> (1) The 12-month period beginning with the Employee's Employment Commencement Date and, for subsequent Vesting Computation Periods, the 12-month period beginning with the anniversary of the Employee's Employment Commencement Date. <input type="checkbox"/> (2) Describe: _____ [<i>Note: Any Vesting Computation Period described in this subsection (2) must be a 12-consecutive month period and must apply uniformly to all Participants.</i>]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	(c) Elapsed Time Method. Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Vesting Computation Period designated in Section 6.05 of the Plan. (See Section 6.04(b) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	(d) Equivalency Method. For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 6.04(a)(2) of the Plan). The Equivalency Method will apply to: <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked. Hours of Service for vesting will be determined under the following Equivalency Method. <input type="checkbox"/> (3) Monthly. 190 Hours of Service for each month worked. <input type="checkbox"/> (4) Weekly. 45 Hours of Service for each week worked. <input type="checkbox"/> (5) Daily. 10 Hours of Service for each day worked. <input type="checkbox"/> (6) Semi-monthly. 95 Hours of Service for each semi-monthly period. <input type="checkbox"/> (7) Describe Equivalency Method: _____ [<i>Note: Any description of an Equivalency Method must be definitely determinable.</i>]
<input type="checkbox"/>	<input type="checkbox"/>	(e) Special rules: _____ [<i>Note: Any special rules under this subsection (e) must be definitely determinable.</i>]

8-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for vesting purposes, complete this AA §8-6. (See Section 6.08 of the Plan.)

- ☐ (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining vesting under the Plan.
- ☐ (b) If an Employee incurs at least _____ consecutive Breaks in Service, the Plan will disregard all service earned prior to such consecutive Breaks in Service for purposes of determining vesting under the Plan. [*Enter "0" if prior service will be disregarded for all rehired Employees.*]

☐ (c) The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.

☐ (d) Describe any special rules for applying the vesting Break in Service rules: _____

[*Note: Any special rules under this subsection (d) must be definitely determinable.*]

8-7 ALLOCATION OF FORFEITURES.

The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-7 how forfeitures occurring during a Plan Year will be treated. (See Section 6.11 of the Plan.)

ER	Match	
<input type="checkbox"/>	<input type="checkbox"/>	(a) N/A. All contributions are 100% vested. [<i>Do not complete the rest of this AA §8-7.</i>]
<input type="checkbox"/>	<input type="checkbox"/>	(b) Reallocated as additional Employer Contributions or as additional Matching Contributions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	(c) Used to reduce Employer and/or Matching Contributions.

For purposes of subsection (b) or (c) above, forfeitures will be applied:

<input checked="" type="checkbox"/>	<input type="checkbox"/>	(d) for the Plan Year in which the forfeiture occurs.
<input type="checkbox"/>	<input type="checkbox"/>	(e) for the Plan Year following the Plan Year in which the forfeitures occur.

Prior to applying forfeitures under subsection (b) or (c):

<input checked="" type="checkbox"/>	<input type="checkbox"/>	(f) Forfeitures may be used to pay Plan expenses. (See Section 6.11(d) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	(g) Forfeitures may not be used to pay Plan expenses.

In determining the amount of forfeitures to be allocated under subsection (b) above, the same allocation conditions apply as for the source for which the forfeiture is being allocated, unless designated otherwise below.

<input type="checkbox"/>	<input type="checkbox"/>	(h) Forfeitures are not subject to any allocation conditions.
<input type="checkbox"/>	<input type="checkbox"/>	(i) Forfeitures are subject to a last day of employment allocation condition.
<input type="checkbox"/>	<input type="checkbox"/>	(j) Forfeitures are subject to a ____ Hours of Service minimum service requirement.

In determining the treatment of forfeitures under this AA §8-7, the following special rules apply:

<input type="checkbox"/>	<input type="checkbox"/>	(k) Describe: _____
--------------------------	--------------------------	---------------------

8-8 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

(a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated. (See Section 6.10(a)(1) of the Plan.)

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-8(a).

☒ The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

(b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 6.10(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-8(b).

☐ A forfeiture will occur upon the completion of ____ consecutive Breaks in Service (as defined in Section 6.08 of the Plan).

(c) **Repayment of Cash-Out Distribution.** Unless elected otherwise under this AA §8-8(c), if a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may repay to the Plan the amount received as a Cash-Out Distribution.

☐ If a Participant receives a Cash-Out Distribution that results in a forfeiture, and the Participant resumes employment covered under the Plan, such Participant may NOT repay to the Plan the amount received as a Cash-Out Distribution and the provisions of Section 6.10(a)(2) do not apply.

- 8-9 **SPECIAL RULE FOR FORFEITURE UPON DEATH OF A PARTICIPANT.** Unless elected below, no vested benefits are forfeited upon the death of a Participant.

To modify this default forfeiture rule, check to box below.

- ☐ The Plan will forfeit benefits (including vested benefits) upon the death of a Participant, if not precluded by law. In no event may the Plan forfeit any amounts attributable to a Participant's Salary Deferrals or After-Tax Employee Contributions under the Plan or if the Plan has commenced distributions prior to the Participant's death.

SECTION 9

DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

9-1 AVAILABLE FORMS OF DISTRIBUTION.

Lump sum distribution. A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

- ☒ (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- ☒ (b) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon termination of employment.
- ☐ Minimum distribution amount. A Participant may not take a partial lump sum distribution of less than \$_____.
- ☐ (c) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 7.01 of the Plan.
- ☐ (d) **Describe distribution options:** _____

[Note: Any distribution option described in this subsection (d) may not be subject to the discretion of the Employer or Plan Administrator.]

9-2 PARTICIPANT AND SPOUSAL CONSENT.

- ☒ (a) **Involuntary Cash-Out Distribution.** A Participant who terminates employment with a vested Account Balance of \$5,000 or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-2. If a Participant's vested Account Balance exceeds \$5,000, the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-2. See Section 7.03 of the Plan for additional rules regarding the Participant consent requirements under the Plan.
- ☐ (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(b) of the Plan for special rules upon Plan termination.)
- ☐ (2) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$_____.
- ☐ (3) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 7.05 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
- ☐ (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.
- ☒ (5) **Treatment of Rollover Contributions.** Unless elected otherwise under this subsection (5), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 7.05 of the Plan. To include Rollover Contributions in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, check this subsection (5).

- ☐ (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate beneficiary, unless designated otherwise under this subsection (b). See Section 9.02 of the Plan for rules regarding Spousal consent under the Plan.
- ☐ (1) **Distribution consent.** A Participant's Spouse must consent to any distribution or loan, provided the Participant's vested Account Balance exceeds \$_____.
- ☐ (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.
- ☐ (c) **Describe** any special rules affecting Participant or Spousal consent: _____
- [Note: Any special rules under this subsection (c) must be definitely determinable.]*

9-3 TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:
- ☒ (1) the date the Participant terminates employment.
- ☐ (2) the last day of the Plan Year during which the Participant terminates employment.
- ☐ (3) the first Valuation Date following the Participant's termination of employment.
- ☐ (4) the end of the calendar quarter following the date the Participant terminates employment.
- ☐ (5) attainment of Normal Retirement Age, death or becoming Disabled.
- ☐ (6) Describe: _____
- [Note: Any special rules under this subsection (6) must be definitely determinable.]*
- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 will receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:
- ☒ (1) the date the Participant terminates employment.
- ☐ (2) the last day of the Plan Year during which the Participant terminates employment.
- ☐ (3) the first Valuation Date following the Participant's termination of employment.
- ☐ (4) the end of the calendar quarter following the date the Participant terminates employment.
- ☐ (5) Describe: _____
- [Note: Any special rules under this subsection (5) must be definitely determinable.]*
- ☐ (c) **Alternate Cash-Out distribution threshold.** Instead of a vested Account Balance Cash-Out threshold of \$5,000, for purposes of applying the Cash-Out distribution provisions under this AA §9-3, the threshold for distributions upon termination of employment will be based on a vested Account Balance of \$_____.
- ☐ (d) **Describe additional distribution options:** _____
- [Note: Any additional distribution option described in this subsection (d) may not be subject to the discretion of the Employer or Plan Administrator.]*

9-4 DISTRIBUTION UPON DISABILITY. Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

- ☐ (a) **Immediate distribution upon termination of employment.** Distribution will be made as soon as reasonable following the date the Participant terminates employment on account of becoming Disabled.
- ☐ (b) **Following year distribution upon termination of employment.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates employment on account of becoming Disabled.
- ☐ (c) **Describe:** _____
- [Note: Any distribution event described in this subsection (c) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]*

9-5 DETERMINATION OF BENEFICIARY.

- (a) **Default beneficiaries.** Under Section 7.07(c) of the Plan, to the extent a Beneficiary has not been named by the Participant (subject to the spousal consent rules) and is not designated under the terms of the Investment Arrangement(s) to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death) who shall be considered the designated Beneficiary. If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children (including legally adopted children, but not including step-children), as designated Beneficiaries, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate.
- ☐ If this subsection (a) is checked, the default beneficiaries under Section 7.07(c) of the Plan are modified as follows:
- ☐ (1) The Plan adopts the default beneficiary rules under Section 7.07(c) of the Plan, except, if the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's children (including legally adopted children, but not including step-children), as designated Beneficiaries, **per stirpes**.
- ☐ (2) Describe other modifications to the default beneficiaries under Section 7.07(c) of the Plan: _____
- [Note: The description of the modifications to the default beneficiaries must be sufficiently clear for the Plan Administrator to determine the beneficiaries and the method of distribution of the Participant's death benefit.]*
- (b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).
- ☐ If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan. (See Section 9.03 of the Plan.)
- (c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 7.07(c)(6) of the Plan.
- ☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.
- [Note: Section 7.07(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 7.07(c)(6) of the Plan.]*

SECTION 10

IN-SERVICE DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTIONS

- 10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution source under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Attainment of age 59½.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Attainment of age _____. (Not greater than age 70 1/2)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) A Hardship that satisfies the safe harbor rules under Section 7.10(e)(1) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) A non-safe harbor Hardship described in Section 7.10(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(f) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Attainment of Early Retirement Age.

Deferral	Match	ER	
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(h) The Participant has participated in the Plan for at least ____ (cannot be less than 60) months.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(i) The amounts being withdrawn have been held in the Trust for at least two years.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	N/A	N/A	(k) As a Qualified Reservist Distribution.
<input type="checkbox"/>	N/A	N/A	(l) Upon a deemed separation of employment when an individual is on active duty for a period of at least 30 days while performing service in the Uniformed Services.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(m) Describe: _____

[Note: No in-service distribution of Salary Deferrals is permitted prior to age 59½, except for Hardship, or Disability. If Normal Retirement Age or Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for purposes of determining eligibility to distribute Salary Deferrals (if subsection (f) or (g) above is checked under the Deferral column). If this Plan has accepted a transfer of assets from a pension plan (e.g., a money purchase plan), no in-service distribution from amounts attributable to such transferred assets is permitted prior to age 62, except for Disability.]

- 10-2 **APPLICATION TO OTHER CONTRIBUTION SOURCES.** If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6-7, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time. Employer Pick-Up Contributions will not be eligible for in-service distribution.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, After-Tax Employee Contributions and/or Employer Pick-Up Contributions:

Rollover	After-Tax	Pick-Up	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) Attainment of age 59½.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Attainment of age _____. (Not greater than age 70 1/2)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) A Hardship (that satisfies the safe harbor rules under Section 7.10(e)(1) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) A non-safe harbor Hardship described in Section 7.10(e)(2) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Attainment of Early Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Upon a Participant becoming Disabled (as defined in AA §9-4(b)).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) Describe: _____

- 10-3 **SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-3.

- ☒ (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.
- ☐ (b) A Participant may take no more than ____ in-service distribution(s) in a Plan Year.
- ☐ (c) A Participant may not take an in-service distribution of less than \$____.
- ☐ (d) A Participant may not take an in-service distribution of more than \$____.
- ☐ (e) Unless elected otherwise under this subsection (e), the hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 7.10(e)(5) of the Plan. If this subsection (e) is checked, the hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.
- ☐ (f) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 7.10(e)(2) of the Plan, the following modifications are made to the permissible events listed under Section 7.10(e)(1) of the Plan: _____

[**Note:** This subsection (f) may only be used to the extent a non-safe harbor Hardship distribution is authorized under AA §10-1 or AA §10-2.]

- ☐ (g) If the Plan includes Accounts that hold inactive sources of contributions, the Employer may designate under this AA §10-3(g) the in-service distribution options available to such Accounts: _____
- ☐ (h) Other distribution rules: _____

10-4 REQUIRED MINIMUM DISTRIBUTIONS.

- (a) **Required distributions after death.** If a Participant dies before distributions begin and there is a Designated Beneficiary, the Participant or Beneficiary may elect on an individual basis whether the 5-year rule (as described in Section 8.06(a) of the Plan) or the life expectancy method described under Sections 8.02 of the Plan applies. See Section 8.06(b) of the Plan for rules regarding the timing of an election authorized under this AA §10-4.

Alternatively, if selected under this subsection (a), any death distributions to a Designated Beneficiary will be made only under either the 5-year rule or the life expectancy method, as elected below:

- ☒ (1) The five-year rule under Section 8.06(a) of the Plan applies (instead of the life expectancy method). Thus, the entire death benefit must be distributed by the end of the fifth year following the year of the Participant's death. Death distributions to a Designated Beneficiary may not be made under the life expectancy method.
- ☐ (2) The life expectancy method under Sections 8.02 and 8.04 of the Plan (and not the 5-year rule).
- ☐ (b) **Describe any special rules applicable to required minimum distributions:** _____

[**Note:** Any special rule under this subsection (b) must satisfy the requirements of Code §401(a)(9). This subsection (b) may be used to override the default provision under Section 8.06(b) of the Plan. For example, the Employer may designate the life expectancy rules as the default rather than the five-year rule when a Participant or Beneficiary fails to make an election.]

SECTION 11 MISCELLANEOUS PROVISIONS

11-1 PLAN VALUATION. The Plan is valued **annually**, as of the last day of the Plan Year.

- ☒ (a) **Additional valuation dates.** In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) Daily. The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) Monthly. The Plan is valued at the end of each month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) Quarterly. The Plan is valued at the end of each Plan Year quarter.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) Describe: _____

[**Note:** The Employer may elect operationally to perform interim valuations, regardless of any selection in this subsection (a).]

- ☐ (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: _____

11-2 SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION. The provisions under Section 5.02 of the Plan apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.02 of the Plan.

- ☐ (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending _____.
[**Note:** If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]
- ☐ (b) **Imputed compensation.** For purposes of applying the Code §415 Limitation, Total Compensation includes imputed compensation for a Participant who terminates employment on account of becoming disabled. (See Section 5.02(c)(7)(iii) of the Plan.)
- ☐ (c) **Special rules:** _____

[*Note: Any special rules under this subsection (c) must be consistent with the requirements of Code §415.*]

- 11-3 **MILITARY SERVICE PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.04 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.04 of the Plan, check the box below.
- ☐ (a) **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.04 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.
- ☐ (b) **Deemed separation from service.** Unless otherwise elected under AA§10-1(I), an individual shall not be treated as having been severed from employment during any period the individual is performing service in the Uniformed Services for purposes of receiving a Plan distribution under Code §401(k)(2)(B)(i)(I).
- 11-4 **ELECTION NOT TO PARTICIPATE (see Section 2.08 of the Plan).** All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.
- To allow Employees to make a one-time irrevocable waiver, check below.
- ☐ An Employee may make a one-time irrevocable election not to participate under the Plan.
- 11-5 **TREATMENT OF CERTAIN BENEFITS.** The protected benefits rules under Code §411(d)(6) do not apply to the Plan. However, the Employer may describe below (or in a separate addendum attached to this Adoption Agreement) the treatment of certain benefits following events such as plan merger or consolidation, transfer of assets or similar events.
- Describe treatment of benefits: _____
- [*Note: If the benefit described here in the Plan or a plan being merged into the Plan is not either (i) available as a provision through the Pre-Approved Plan or (ii) the subject of a prior determination, advisory, or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If the benefit described here in the Plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan or, in the case of a merger, the merger date.*]
- 11-6 **SPECIAL RULES FOR MULTIPLE EMPLOYER PLANS.** If the Plan is a Multiple Employer Plan (as designated under AA §2-6), the rules applicable to Multiple Employer Plans under Section 16.07 of the Plan apply.
- ☐ The following special rules apply with respect to Multiple Employer Plans: _____
- [*Note: Any special rules under this AA §11-6 must satisfy the nondiscrimination requirements under Code §401(a)(4) and must satisfy the rules applicable to Multiple Employer Plans under Code §413(c).*]

APPENDIX A
SPECIAL EFFECTIVE DATES

[Note: This Appendix A may be used to memorialize prior Plan provisions that pertain to sources that no longer accept new contributions under the Plan.]

- ☐ A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

- ☐ A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

- ☐ A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

- ☒ A-4 **Employer and Matching Contributions.** The Employer and Matching Contribution provisions under the Plan are effective as follows:
Services with the following are recognized for Employer Contributions: Local Gov't Services - assigned to Marin Transit, Regional Gov't Services - assigned to Marin Transit, and County of Marin - assigned to Marin Transit.
- ☐ A-5 **After-Tax Employee and Pick-Up Contributions.** The provisions of the Plan addressing Employee After-Tax Contributions and Pick-Up Contribution provisions under the Plan are effective as follows:

- ☐ A-6 **Salary Deferrals.** The Salary Deferral provisions under AA §6A are effective as follows:

- ☐ A-7 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:

- ☐ A-8 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

- ☒ A-9 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:
Services with the following are recognized for vesting: Local Gov't Services - assigned to Marin Transit, Regional Gov't Services - assigned to Marin Transit, and County of Marin - assigned to Marin Transit. Employer Contributions prior to January 1, 2021 are subject to the following vesting schedule: 100% after 6 months of Service.
- ☐ A-10 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

- ☐ A-11 **In-service distributions and Required Minimum Distributions.** The provisions regarding in-service distribution and Required Minimum Distributions under AA §10 are effective as follows:

- ☐ A-12 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:

- ☐ A-13 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.03 of the Plan apply, as follows:

- ☐ A-14 **Other special effective dates:**

- ☐ A-15 **Special effective dates for restated pre-approved plans:** Use this A-15 to memorialize plan operational changes that have occurred after the general effective date of the plan and the actual plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-14) to memorialize these changes or they may use this A-15.
-

**APPENDIX B
LOAN POLICY**

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B, or any modifications to a separate loan policy describing the loan provisions selected under the Plan, will not affect an Employer's reliance on the IRS Favorable Letter. Loans are subject to any internal limitations or rules imposed by the Investment Arrangement or the service provider or platform.

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

- ☐ (a) Yes
☒ (b) No

B-2 **LOAN PROCEDURES.**

- ☐ (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.
☐ (b) Loans will be provided under a separate written loan policy. [**Note:** If this subsection (b) is checked, do not complete the rest of this Appendix B.]

B-3 **AVAILABILITY OF LOANS.** Participant loans are available to all active Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary (including an Alternate Payee under a QDRO). To override this default provision, complete this AA §B-3:

- ☐ (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.
☐ (b) A "limited participant" as defined in Section 3.05 of the Plan may not request a loan from the Plan.
☐ (c) An officer or director of the Employer, as defined for purposes of the Sarbanes-Oxley Act, may **not** request a loan from the Plan.
☐ (d) Describe limitations on receiving loans under the Plan: _____
[**Note:** Any limitation under subsection (d) must be definitely determinable and not provide any Employer discretion.]

B-4 **LOAN LIMITS.** The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- ☐ A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance.
[**Note:** If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.]

B-5 **NUMBER OF LOANS.** The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete subsection (a) or (b) below.

- ☐ (a) A Participant may have ____ loans outstanding at any time.
☐ (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 **LOAN AMOUNT.** The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- ☐ (a) There is no minimum loan amount.
☐ (b) The minimum loan amount is \$_____.
☐ (c) The maximum loan amount is \$_____.

B-7 **INTEREST RATE.** The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

- ☐ (a) The prime interest rate plus ____ percentage point(s).
☐ (b) The interest rate is determined in accordance with the terms of the Investment Arrangement, service provider procedures, or other loan policy document adopted by the Plan Administrator.
☐ (c) Describe: _____

[*Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.*]

- B-8 PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.
- ☐ (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 7.10(e)(1)(i) of the Plan.
- ☐ (b) A Participant may only receive a Participant loan under the following circumstances: _____
- B-9 APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.
- ☐ The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.
- B-10 CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.
- ☐ The cure period for determining when a Participant loan is treated as in default will be _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed.
- ☐ (b) The cure period for determining when a Participant loan is treated as in default will be the greater of _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed or the last day of the second calendar quarter following the calendar quarter in which the missed payment was due.
- ☐ (c) The cure period for determining when a loan is treated as in default will be _____ days (cannot exceed 90) following the first missed loan payment.
- B-11 PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years. To override this default provision, complete this AA §B-11.
- ☐ (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.
- ☐ (b) The loan repayment period for the purchase of a principal residence may not exceed _____ years (may not exceed 30).
- ☐ (c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.
- B-12 TERMINATION OF EMPLOYMENT.** Section 13.10(a) of the Plan provides that a Participant loan becomes due and payable in full upon the Participant's termination of employment. To override this default provision, complete this AA §B-12.
- ☐ A Participant loan will not become due and payable in full upon the Participant's termination of employment.
- B-13 DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the Plan provides that upon termination of employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.
- ☐ A Participant may **not** request the Direct Rollover of the loan note upon termination of employment.
- B-14 LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.
- ☐ (a) A Participant may **not** renegotiate the terms of a loan.
- ☐ (b) The following special provisions apply with respect to renegotiated loans: _____
- B-15 SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.
- ☐ Participant loans will not be available from the following contribution sources: _____
- ☐ Participant loans will only be available from the following contribution sources: _____
- B-16 SPOUSAL CONSENT.** Spousal consent is not required for a Participant to receive a loan, unless required by State law. To override this provision, complete this AA §B-16.
- ☐ Spousal consent is required to receive a Participant loan.

B-17 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

☐ The following special rules will apply with respect to Participant loans under the Plan: _____

[Note: Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]

APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Adoption Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the IRS Favorable Letter.

C-1 DIRECTION OF INVESTMENTS. Are Participants permitted to **direct investments**? (See Section 10.07 of the Plan.)

- ☐ (a) No
- ☒ (b) Yes, but subject to the following restrictions:
- ☒ (1) No restrictions apply
- ☐ (2) Only for Accounts that are 100% vested
- ☐ (3) Specify Accounts: _____
- ☐ (4) Describe any special rules that apply for purposes of direction of investments: _____
- [Note: This subsection (4) may be used to describe special investment provisions for specific types of investments.]*

C-2 ROLLOVER CONTRIBUTIONS. Does the Plan accept **Rollover Contributions**? (See Section 3.05 of the Plan.)

- ☐ (a) No
- ☒ (b) Yes
- ☒ (1) If this subsection (1) is checked, an Employee may make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.
- ☐ (2) Check this subsection (2) if the Plan will accept Rollover Contributions from former Employees with an Account Balance under the Plan.
- ☐ (3) Describe any special rules for accepting Rollover Contributions: _____

[Note: The Employer may designate in this subsection (3), or in separate written procedures, the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]

C-3 LIFE INSURANCE. Are **life insurance** investments permitted? (See Section 10.08 of the Plan.)

- ☒ (a) No
- ☐ (b) Yes

C-4 QDRO PROCEDURES. Although the requirements of Code §414(p) do not apply to the Plan, the Employer may elect to apply the procedures set forth under Section 11.05 of the Plan (which are patterned after the rules under Code §414(p)) by electing subsection (a) below or may elect not to apply the procedures set forth under Section 11.05 of the Plan and instead, describe the Plan's procedures for addressing domestic relations orders below or in separate administrative procedures.

- ☒ (a) The Employer elects to have the requirements of Section 11.05 of the Plan apply to its Plan.
- ☐ (b) The requirements of Section 11.05 of the Plan do not apply to the Plan. The procedures for addressing the receipt of domestic relations orders are either set forth below or in separate administrative procedures.

Describe domestic relations procedures: _____

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed for Marin County Transit District Governmental 401(a) Plan to effect:

- ☐ (a) The adoption of a **new plan**, effective ____ [insert Effective Date of Plan]. [Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- ☒ (b) The **restatement** of an existing plan in order to comply with the requirements for Cycle 3 Pre-Approved Plans, pursuant to Rev. Proc. 2017-41.
- (1) Effective date of restatement: 1-1-2021. [Note: Date can be no earlier than the first day of the Plan Year in which the restatement is adopted.]
- (2) Name of plan(s) being restated: Marin County Transit District Governmental 401(a) Plan
- (3) The original effective date of the plan(s) being restated: 10-16-2013
- ☐ (c) An **amendment or restatement** of the Plan (other than to comply with the requirements for Cycle 3 Pre-Approved Plans under Rev. Proc. 2017-41). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
- (1) Effective Date(s) of amendment/restatement: _____
- (2) Name of plan being amended/restated: _____
- (3) The original effective date of the plan being amended/restated: _____
- (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: _____

PRE-APPROVED PLAN PROVIDER INFORMATION. The Pre-Approved Plan Provider (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Pre-Approved Plan Provider (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the IRS Opinion Letter to the Pre-Approved Plan Provider (or authorized representative) at the following location:

Name of Pre-Approved Plan Provider (or authorized representative): C-Ben Group, LLC

Address: P.O. Box 937, Belmont, CA 94002

Telephone number: (855) 812-0224

IMPORTANT INFORMATION ABOUT THIS PRE-APPROVED PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the Internal Revenue Service to the Pre-Approved Plan Provider as evidence that the Plan is qualified under Code §401(a), to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2017-41. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer may need to apply to the Internal Revenue Service for a determination letter.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #03. The Employer understands that the Pre-Approved Plan Provider has no responsibility or liability regarding the suitability of the Plan for the Employer's needs, or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Marin County Transit District
(Name of Employer)

(Name of authorized representative)

(Title)

(Signature)

(Date)

TRUST DECLARATION

This Trust Declaration may be used to identify and adopt the Trust associated with the Plan.

[Note: The Internal Revenue Service does not review the Trust Declaration, or the trust provisions associated with Pre-Approved Plans. Therefore, the provisions of the Trust Declaration, ASC Trust Agreement or any separate Trust agreement have not been approved by the IRS and the IRS opinion letter does not cover such Trust Agreement. The Provider, the Trustee and the adopting Employer should review the applicable Trust provisions, and any modifications thereto, with legal counsel to ensure the provisions are appropriate for the Plan and consistent with Employer elections.]

Name of Plan. Marin County Transit District Governmental 401(a) Plan

Name of Employer. Marin County Transit District

Effective date of Trust Agreement: 1-1-2021

(a) The Trust terms are:

☒ (1) **Determined under the Trust provisions contained in the ASC Trust Agreement - Standard.**

[Note: Trustee must complete the Trustee Signature section under Section (b) below.]

☐ (i) **Directed Trustee.** The Trustee may only invest Plan assets as directed by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

☒ (ii) **Discretionary Trustee.** The Trustee has discretion to invest Plan assets, unless specifically directed otherwise by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

[Modification of ASC Trust Agreement Provisions. The Employer may amend the Trust provisions as provided under Section 1.19 of the ASC Trust Agreement. Plan provisions will override any conflicting provisions in the Trust Agreement, including any modification thereto. The Provider and the adopting Employer should review any modifications of the ASC Trust Agreement with legal counsel to ensure the provisions are appropriate for the Plan and consistent with Employer elections.]

☐ (2) **Determined under a separate Trust agreement(s).** The Trust provisions are contained in a separate Trust Agreement that has been furnished to the Employer. Notwithstanding the terms of the Plan, the terms of the Trust Agreement shall control the rights and responsibilities of the Trustee with respect to the Trust and the assets held in such Trust.

Name of Trustee. _____

Title of Trust Agreement. _____

Address of Trustee. _____

[Note: In using a separate Trust Agreement, the Trustee may adopt such Trust Agreement by either completing the Trustee Signature section under Section (b) below or may execute the separate Trust Agreement. In either case, the information above – Name of Trustee, Title of Trust Agreement and Address of Trustee – must be completed.]

☐ (3) **Plan is funded with custodial accounts, annuity contracts and/or insurance contracts.** There is no Trust associated with the Plan because the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance contracts.

[Note: No signature is required under this Trust Declaration if the Plan is funded exclusively with custodial accounts, annuity contracts and/or insurance contracts. The Employer or Plan Administrator may enter into a separate agreement with the custodian or insurance company. Such separate agreement must be consistent with the terms of the Plan.]

(b) Trustee/Employer Signatures.

(1) **Trustee Signature.** By signing below, the designated Trustee(s) accept the responsibilities and obligations set forth under the Trust Agreement specified in this Trust Declaration. By signing this Trust Declaration Page, the individual(s) below represent that they have the authority to sign on behalf of the Trustee.

Nancy E. Whelan

(Print name of Trustee)

(Signature of Trustee or authorized representative)

(Date)

Lauren Gradia

(Print name of Trustee)

(Signature of Trustee or authorized representative)

(Date)

- (2) **Employer Signature.** By signing below, the Employer accepts the terms of the Trust Agreement, as specified in this Trust Declaration. By signing this Trust Declaration, the individual below represents that he/she has the authority to adopt the Trust Agreement and sign on behalf of the Employer as sponsor of the Plan.

(Signature of Employer's authorized representative)

(Date)

(Print name of Employer's authorized representative)

(Title of Employer's authorized representative)

INTERIM AMENDMENT - HARDSHIP DISTRIBUTIONS ELECTIVE PROVISIONS

These Elective Provisions provide for elections as allowed by the Final Regulations and the Hardship Distribution Interim Amendment, attached to the Basic Plan Document. In some cases, the Pre-Approved Plan Provider has Defaults as indicated by the items marked as Default under these Elective Provisions. If the adopting Employer approves of the Defaults of the Pre-Approved Plan Provider, the adopting Employer does not need to execute the Hardship Distribution Interim Amendment. If the adopting Employer wishes to override any of the Defaults of the Pre-Approved Plan Provider, the adopting Employer should make the appropriate election(s) in the Elective Provisions below and sign the Hardship Distribution Interim Amendment. If the Plan does not permit Hardship distributions, no elections should be made below.

HD-1 SOURCES FOR HARDSHIP DISTRIBUTIONS

- (a) **Source accounts (not including earnings).** For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(a)(8) or HD-1(a)(9) below or the effective date of a new Plan), a Participant may take an in-service distribution upon the occurrence of a Hardship that satisfies the Hardship distribution rules under Section 8.10(c) of the Plan, as amended by this interim amendment, with respect to the following sources:

- ☐ (1) No change to current Plan sources available for Hardship distributions under AA §§10-1 and 10-2.
- ☐ (2) Qualified Nonelective Contribution (QNEC) Account (Not applicable to 401(a) Governmental Plans)
- ☐ (3) Qualified Matching Contribution (QMAC) Account (Not applicable to 401(a) Governmental Plans)
- ☐ (4) Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- ☐ (5) Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- ☐ (6) QACA Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- ☐ (7) QACA Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- ☐ (8) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- ☐ (9) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

- (b) **Earnings on source accounts.** For Plan Years beginning after December 31, 2018 (or such later date specified under HD-1(b)(11) or HD-1(b)(12) below or the effective date of a new Plan), amounts available for Hardship distributions include earnings on the following available sources:

- ☐ (1) Amounts available for Hardship include earnings on all available sources.
- ☐ (2) No change to current Plan rule (i.e., earnings are not available on Salary Deferrals, except for those on grandfathered (pre-1989) earnings, if applicable).
- ☐ (3) Pre-Tax Salary Deferral Account
- ☐ (4) Roth Deferral Account
- ☐ (5) Qualified Nonelective Contribution (QNEC) Account (Not applicable to 401(a) Governmental Plans)
- ☐ (6) Qualified Matching Contribution (QMAC) Account (Not applicable to 401(a) Governmental Plans)
- ☐ (7) Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- ☐ (8) Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- ☐ (9) QACA Safe Harbor Employer Contribution Account (Not applicable to 401(a) Governmental Plans)
- ☐ (10) QACA Safe Harbor Matching Contribution Account (Not applicable to 401(a) Governmental Plans)
- ☐ (11) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- ☐ (12) Describe effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-2 NEED TO OBTAIN ALL AVAILABLE LOANS (Complete only if Employer maintains any qualified plan(s) that permits Participant loans.)

- ☐ (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-2(d) or HD-2(e) below or the effective date of a new Plan), if a Participant requests a Hardship distribution from any of the Accounts specified in HD-1 above and AA §§10-1 and 10-2, the Participant is **NO LONGER** required to obtain all nontaxable loans available under the Plan and all other plans maintained by the Employer.
- ☐ (b) No change to current Plan provisions. Participants are required to obtain all nontaxable loans available under the Plan and all plans maintained by the Employer.
- ☐ (c) Describe any special requirements with respect to the need to first obtain all available loans: _____
- ☐ (d) Effective date is January 1, 2020, whether Plan has a calendar or fiscal Plan Year.
- ☐ (e) Describe other effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-3 SUSPENSION OF ABILITY TO MAKE SALARY DEFERRALS AND AFTER-TAX EMPLOYEE CONTRIBUTIONS DURING 2019. (Applicable only to Plans that were using the safe harbor Hardship distribution suspension rule.)

[Note: Under the Final Regulations, adopting Employers may continue to apply the suspension of Salary Deferrals and After-Tax Employee Contributions rules for the 2019 Plan Year. However, in no event, may the Plan provide for a suspension of an Employee's Salary Deferrals or After-Tax Employee Contributions as a condition of obtaining a Hardship distribution for Hardship distributions made on or after January 1, 2020.]

- ☐ (a) For Plan Years beginning after December 31, 2018 (or such later date specified in HD-3(d) below) and applicable to Hardship distributions made before January 1, 2020, if a Participant takes a Hardship distribution as permitted under the Plan, the Participant was NOT suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for any period of time after the receipt of the Hardship distribution.
- ☐ (b) No change to current Plan provisions. For Hardship distributions made before January 1, 2020, the Participant continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.
- ☐ Suspensions on Hardship distributions made after July 1, 2019 will cease effective January 1, 2020.
- ☐ (c) Describe any special requirements with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable): _____
- ☐ (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-4 APPLICATION OF SUSPENSION REQUIREMENT FOR PRE-2019 PLAN YEAR HARDSHIP DISTRIBUTIONS. (Applicable only to Plans that were using the Hardship distribution suspension rule as of the last day of the 2018 Plan Year.)

- ☐ (a) No change to current Plan provisions. A Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year continued to be suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for a period of 6 months after the receipt of the Hardship distribution.
- ☐ (b) Effective on the first day of the Plan Year beginning after December 31, 2018 (or such later date specified in HD-4(d) below), a Participant who received a Hardship distribution prior to the beginning of the 2019 Plan Year was no longer suspended from making Salary Deferrals (and After-Tax Employee Contributions, if applicable).
- ☐ (c) Describe any special rules with respect to the suspension from making Salary Deferrals (and After-Tax Employee Contributions, if applicable) for Participants who have received pre-2019 Hardship distributions: _____
- ☐ (d) Describe the effective date (if later than the beginning of the Plan Year beginning after December 31, 2018) for which the election(s) above apply: _____

HD-5 OTHER APPLICABLE RULES. Describe any other rules, such as conditions for receiving a Hardship distribution, not otherwise reflected in the Plan or Hardship Distribution Interim Amendment: _____**HD-6 MEMORIALIZATION OF PRIOR OPERATION.** The elections in this Hardship Distribution Interim Amendment should reflect current Plan operations. The Employer may memorialize prior plan operations relevant to the implementation of the Final Regulations by describing such operations below: _____**APPLICATION OF AMENDMENT**

Pursuant to Revenue Procedure 2015-36 and Revenue Procedure 2017-41 (as applicable), these Hardship Distribution Interim Amendment Elective Provisions have been adopted by the Pre-Approved Plan Provider on behalf of all adopting Employers. This amendment supersedes any contrary provisions under the Plan. If the Employer wishes to override the Default elections of the Pre-Approved Plan Provider, the Employer (or the authorized representative of the Employer) must execute this Hardship Distribution Interim Amendment by signing below. This amendment applies to the signatory Employer and all Participating Employers under the Plan.

Marin County Transit District
(Name of Employer)

(Name of Authorized Representative, if applicable) (Title)

(Signature) (Date)

RESOLUTION NO. 2021-01**RESTATEMENT OF QUALIFIED RETIREMENT PLAN & APPOINTMENT OF PLAN TRUSTEES**

WHEREAS, the Employer has maintained the Marin County Transit District Governmental 401(a) Plan ("Plan") since 10-16-2013 for the benefit of eligible employees;

WHEREAS, the Employer is restating the above-referenced Plan to comply with the requirements of the 2017 IRS Cumulative List (IRS Notice 2017-37), the American Taxpayer Relief Act of 2012, the Tax Cuts and Jobs Act of 2017 and other applicable guidance (collectively referred to herein as the Cycle 3 restatement); and

WHEREAS, the Employer wishes to affirm the appointment of Nancy E. Whelan, Lauren Gradia as Trustee(s) of the Plan.

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the Marin County Transit District Governmental 401(a) Plan as the complete Cycle 3 restatement of the prior Plan, to be effective on 1-1-2021;

RESOLVED FURTHER that the undersigned members of the Board of Directors authorize the execution of the restated Plan document and authorize the performance of any other actions necessary to implement the adoption of the Cycle 3 Plan restatement. The members of the Board of Directors may designate any members of the Board of Directors (or other authorized person) to execute the restated Plan document and perform the necessary actions to adopt the restated Plan. The Employer will maintain a copy of the restated Plan, as approved by the members of the Board of Directors, along with a copy of the prior Plan, in its files;

RESOLVED FURTHER that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan; and

RESOLVED FURTHER that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the restated Plan.

PASSED AND ADOPTED by the Marin County Transit District of the County of Marin, State of California, at a regular meeting of said Board held on the 11th day of January 2021 by the following vote:

AYES:

NOES:

ABSENT:

PRESIDENT

ATTEST:

Board Secretary



711 grand ave, #110
san rafael, ca 94901

ph: 415.226.0855
fax: 415.226.0856
marintransit.org

January 11, 2021

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

SUBJECT: Sixth Amendment with Whistlestop (Vivalon) for Demand Response Services and Third Amendment to Agreement with Golden Gate Bridge Highway & Transportation District

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

RECOMMENDATION: 1. Approve a sixth amendment to the contract with Whistlestop (dba Vivalon) to modify the fixed and variable rates of the compensation; 2. Authorize General Manager to negotiate a third amendment to the agreement with Golden Gate Bridge Highway & Transportation District (GGBHTD) to include the new compensation rates associated with action #1 above; 3. Direct staff to explore efficiency and cost-saving strategies associated with the three contracts that perform services under the Marin Access umbrella; and 4. Issue an award letter to Vivalon for the second and final option year of the contract on a month-to-month basis starting July 1, 2021 thru December 31, 2021.

BACKGROUND:

Marin Transit has conducted a comprehensive assessment of the District's operations contracts in light of the unprecedented challenges and restrictions related to COVID-19. Staff continues to work with contracting partners to ensure safe and healthy operations and delivery of appropriate service levels based on demand and operator availability. Initial efforts focused on maintaining historic levels of service to ensure contractors are compensated for their agreed upon pre-COVID 19 hours and that they offer their employees comparable employment opportunities, as necessary.

The District has maintained and, in some cases, expanded planned fixed route services to address the challenges presented by limits on vehicle capacity. Local service hours operated by Golden Gate, Marin Airporth, and MV Transportation remain at historic levels. The most challenging contractual commitment is the Demand Response (paratransit service) agreement with Whistlestop (now Vivalon). The paratransit service agreement primarily structures compensation on actual rider demand, as opposed to fixed service levels. Immediately following the Shelter-In-Place orders, Marin Transit worked with Vivalon to issue the third contract amendment to increase flexibility

in the types of services¹ allowed for billable purposes and ensure a set level of guaranteed compensation that matched historic service levels. The third amendment covered the timeframe between April and June 2020 and enabled Vivalon to preserve their operating infrastructure independent of ridership levels including management, drivers, mechanics, and associated staff. Effectively, this allowed Vivalon to retain its critical driver workforce by paying drivers at or near historical levels when ridership demand and revenue service were significantly reduced. Your Board approved the fourth amendment on June 1, 2020 to exercise the first option year under the agreement.

As pandemic conditions extended into FY 2021, staff determined that the agreement needed to be extended. Your Board approved a fifth amendment on September 14, 2020 to preserve the adjusted compensation terms for an additional three months. Marin Transit and Golden Gate Transit communicated to Vivalon that continuing to compensate staff at or near historic levels, independent of rider demand, is not sustainable. Any future amendment will need to address the decrease in ridership demand. Staff from all three agencies have been working collaboratively to develop a new amendment to the agreement that recognizes these conditions and ongoing challenges due to the pandemic.

SUMMARY:

Monthly demand for paratransit services is down approximately 70-75 percent compared to pre-COVID conditions. Section 304 of the current agreement with Vivalon includes an assumed annual revenue hour estimate for each year of the contract to allow the Contractor to appropriately size the workforce to meet service demand. The base year of the contract assumed approximately 70,000 annual revenue hours. In FY 2021, staff expected annual service hours to reach approximately 85,000 hours. Based on current demand, staff anticipates paratransit service will operate only 25,000 revenue hours this fiscal year. Section 305f of the Agreement states that MCTD is allowed to consider a possible rate adjustment. This occurs when a cumulative increase or decrease in Revenue Hours of more than 15 percent for a Contract Year compared to the Assumed Annual Revenue Hour range in the contract and when that change results in additional costs to the Contractor.

In Spring 2020, Vivalon faced the challenge of maintaining a workforce with significantly reduced need for service (payable revenue hours) and the potential return of paratransit demand. Vivalon made tough decisions regarding how to manage and retain its workforce. The resulting actions are summarized below:

- Redistributing work to spread limited hours among drivers and convert many full-time drivers to part-time schedules;
- Continuing benefits for all drivers, regardless of full-time or part-time status; and
- Reducing administrative positions in the call center and on the operations team.

As a result, Vivalon reduced its overall workforce amounting to elimination of 26 percent of driver positions and a ten percent reduction in administrative positions that support paratransit operations.

Coupled with the stark reductions in service demand, the redistribution of work has a direct impact on the variable rate calculation in the original cost proposal. The percentage of hours

¹ In addition to transportation services for ADA riders, the District allowed Vivalon to use District-owned vehicles and contract drivers to support in-home food, grocery, and prescription delivery to those in need.

paid to drivers not included in the billable hours to Marin Transit increased, including time spent on pre-trips, deadheads, and breaks. To account for this new dynamic, Vivalon has requested that Marin Transit consider an adjustment to current compensation schedule in the agreement. Staff is requesting your Board approve this adjustment (sixth amendment), including the following actions:

1. Approve a sixth contract amendment (Attachment A) to modify the fixed and variable rates for local paratransit service set forth in the Compensation table and extend the previously agreed upon driver pay increases in the second amendment to the agreement into the current year and second option year of the agreement (FY 2020 and FY 2021). Instead of a set fixed and variable rate, the proposed amendment creates a tiered system based on service demand that allows for adjustments, if and when, ridership returns. These tiers start at 2,500 monthly hours of billable service and go up by increments of 1,000 hours. The highest tier starts at 5,500 hours and matches pre-COVID service levels. The variable rate in the lowest service tier level is 33 percent higher than the current rate (\$41.34 vs \$55.06). The fixed fee is six percent lower than the current rate (\$162,607 vs \$173,107). The methodology for calculating revenue and billable hours per the current agreement does not change.
2. Authorize the General Manager to negotiate a third amendment the agreement with Golden Gate Bridge Highway & Transportation District to reflect the new rates in the updated amendment with Vivalon.
3. Direct staff to explore efficiency and cost saving strategies given the complex nature of a "Demand Response Services" contract and evaluate all three contracts that perform services under the Marin Access umbrella. These included the Vivalon Demand Response contract, the Vivalon Travel Navigator contract, and the MV Transportation contract to support Catch-A-Ride and Connect call center duties.
4. Issue an award letter to Vivalon for the second and final option year of the contract on a month-to-month basis, from July 1, 2021 thru December 31, 2021. This extension will enable staff to monitor changes in demand and their impacts on service delivery and develop a request for proposal to continue these essential services.

FISCAL/STAFFING IMPACT:

Staff estimates that the proposed action will increase monthly intra-county variable fees by \$18,500 and decrease monthly intra-county fixed fees by \$10,500. This will result in a net increase of approximately \$8,000 per month compared to the costs under the current rate structure. This estimate is based on the proposed change to the compensation, actual billable hours operated in October and November 2020, and service demand projections through the end of the fiscal year. GGBHTD will share the cost of the increase under our pre-defined split of costs related to paratransit services in Marin County. Marin Transit will be responsible for 77.39 percent or approximately \$6,110 per month at a total of \$55,000 for the remainder of the FY 2021 (October 2020 - June 2021). This amount is within Marin Transit's FY 2020/21 adopted budget for paratransit operations and the budgeted amount for GGBHTD's share of expenses. Marin Transit and GGBHTD will execute an amendment to their interagency agreement to reflect the new rates and terms.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Betts', is positioned below the text 'Respectfully submitted,'.

Robert Betts
Director of Operations and Planning

Attachments:

- A. Sixth Amendment to agreement with Whistlestop (Vivalon) for Demand Response Services
- B. Third Amendment to agreement with Golden Gate Bridge Highway & Transportation District for Shared Paratransit Services

202151

**SIXTH 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 ____ day of January by and between the MARIN COUNTY TRANSIT DISTRICT, (hereinafter referred to as "Marin Transit" or "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 in Amendment One (#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 in Amendment Two (#181911); and

WHEREAS, the parties amended the Agreement 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 in Amendment Three (#192063); and

WHEREAS, the Third Amendment to the Agreement added section H. COVID-19 Public Health Emergency Payments to Section 401 COMPENSATION TO CONTRACTOR; and

WHEREAS, the parties exercised the first option year and extended the term of the agreement to June 30, 2021 and updated specific terms of the agreement to clarify terms in Amendment Four (#192065); and

WHEREAS, due to the continued COVID-19 public health emergency and to continue to retain a qualified workforce and reimburse Contractor for additional associated cleaning costs, the parties extended certain terms of Amendment Three in Amendment Five (#202105); and

WHEREAS, the parties wish to update Attachment A. Compensation to adapt the payment structure to the variable nature of ridership during the COVID-19 pandemic.

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) Attachment A, Compensation, is replaced in its entirety with the attached revised Attachment A, Compensation.

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

CONTRACTOR:

MARIN COUNTY TRANSIT DISTRICT:

By_____



ATTACHMENT A COMPENSATION

1. Fixed and Variable Costs

		Base Years						Option Years		
		Jan-June 2016	FY 16/17	FY 17/18	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 20/21	FY 21/22
				Jul 1 - Nov 30	Dec 1 - Jun 30			Jul 1- Sept 30	Oct 1 - June 30	
Inter-County Services	Revenue Hour Rate	\$ 40.62	\$ 41.22	\$ 42.29	\$ 44.14	\$ 45.29	\$ 46.36	\$ 47.69	\$ 47.69	\$ 48.95
	Fixed Monthly Fee	\$ 30,893	\$ 31,541	\$ 33,229	\$ 33,229	\$ 34,132	\$ 35,060	\$ 36,014	\$ 36,014	\$ 36,995
Intra-County Services	Revenue Hour Rate	\$ 34.26	\$ 34.98	\$ 36.14	\$ 37.86	\$ 38.74	\$ 40.02	\$ 41.34	See Table below	
	Fixed Monthly Fee	\$ 117,302	\$ 119,788	\$ 126,401	\$ 126,401	\$ 129,867	\$ 133,430	\$ 137,093		

Fixed and variable costs for October 1, 2020 – June 30, 2021 and Option Year 2 (FY 2021/22) are shown in table below and will use on a tiered structure that will be based on the total revenue hours of service operated.

Tiers	Monthly Revenue Hours	Revenue Hourly Rate		Fixed Monthly Fee	
		FY 2020/21	FY 2021/22	FY 2020/21	FY 2021/22
		Oct 1-June 30		Oct 1-June 30	
Base (Current)	< 2,500	\$ 55.06	\$ 56.72	\$ 126,593	\$ 130,391
Tier 1	2,501-3,500	\$ 51.63	\$ 53.18	\$ 129,218	\$ 133,095
Tier 2	3,501-4,500	\$ 48.20	\$ 49.65	\$ 131,843	\$ 135,798
Tier 3	4,501-5,500	\$ 44.77	\$ 46.11	\$ 134,468	\$ 138,502
Tier 4	> 5,501	\$ 41.34	\$ 42.58	\$ 137,093	\$ 141,206

2. Driver Compensation

Effective Dates	Starting Rate	Percent Increase Over Prior Rate
12/1/17	\$15.40 per hour	10%
7/1/18	\$15.70 per hour	2%
7/1/19	\$16.00 per hour	2%
1/1/20*	\$16.30 per hour	2%
7/1/21	\$16.60 per hour	2%

* effective with first payroll after MCTD Board approval

- Of the approximately 3% annual revenue rate increase, CONTRACTOR shall use 2% to increase driver starting wages as shown in the chart above and the additional 1% shall be used to offer relative pay increases to established drivers to avoid pay compression (because new employee starting rates approach the rates of more senior drivers). This increase shall be in addition to the merit pay increases described in c below.
- CONTRACTOR shall continue to offer a pay increase to drivers for achievement of a commercial driver license.
- CONTRACTOR shall continue to offer a merit increase in conjunction with a performance evaluation on an annual basis (average increase of 3%).
- CONTRACTOR shall modify its retention bonus structure to offer two bonuses during the first nine months of a driver's employment.
- CONTRACTOR shall provide proof of compensation increases (e.g., month over month payroll comparisons).

3. On Demand Pilot Project

- a. DISTRICT shall pay CONTRACTOR a one-time lump-sum payment of \$14,513 for Marin Transit Connect pilot project start-up costs incurred by CONTRACTOR for the period May 1, 2018 through August 3, 2018.
- b. Service hours for this service will be defined as the time the driver is within the service area and available to take trip requests plus breaks. The service hours to be compensated do not include lunch breaks and cannot exceed the agreed upon scheduled time for that driver on any given day. For example, if a driver is scheduled to work 8 hours and they enter the service area 15 minutes early and stay 15 minutes late (i.e., a total of 8.5 hours), maximum compensation for that day for that driver shall be 8 hours.

202157

**THIRD AMENDMENT TO AGREEMENT
BY AND BETWEEN THE
MARIN COUNTY TRANSIT DISTRICT AND GOLDEN GATE BRIDGE, HIGHWAY AND
TRANSPORTATION DISTRICT DATED DECEMBER 21, 2015**

THIS AMENDMENT is made and entered into this ____ day of _____ by and between the MARIN COUNTY TRANSIT DISTRICT, (hereinafter referred to as "Marin Transit" or "District") and GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT (hereinafter referred to as "GGBHTD").

RECITALS

WHEREAS, the District and GGBHTD entered into an Agreement on December 21, 2015 ("Agreement"); and

WHEREAS, the terms of the Agreement (#151633) requires the District to contract and manage ADA paratransit service on behalf of GGBHTD; and

WHEREAS, the District has contracted with Marin Senior Coordinating Council dba "Whistlestop Wheels" (hereinafter "Contractor") for the operation and maintenance of the ADA paratransit service; and

WHEREAS, the parties agreed to update and replace Attachment B, Compensation with increased rates in Amendment 1 (#171835); and

WHEREAS, due to the ongoing COVID-19 public health emergency and to continue to retain a qualified workforce, the parties amended the Agreement between the District and GGBHTD to reimburse the District for certain costs in Amendment 2 (#202106); and

WHEREAS, the parties agree to replace Attachment B, Compensation in its entirety to reflect an updated compensation structure between Marin County Transit District and Whistlestop Wheels which has been modified to adjust for variable demand due to the ongoing public health emergency.

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

AGREEMENT

- 1) Attachment B, Compensation, of the Agreement is deleted and replaced in its entirety with the attached, revised Attachment B, Compensation.
- 2) Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.

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

GOLDEN GATE BRIDGE HIGHWAY
AND TRANSPORTATION DISTRICT:

MARIN COUNTYTRANSIT DISTRICT:

By_____



ATTACHMENT B COMPENSATION

1. Fixed and Variable Costs

		Base Years						Option Years		
		Jan-June 2016	FY 16/17	FY 17/18	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 20/21	FY 21/22
				Jul 1 - Nov 30	Dec 1 - Jun 30			Jul 1- Sept 30	Oct 1 - June 30	
Inter-County Services	Revenue Hour Rate	\$ 40.62	\$ 41.22	\$ 42.29	\$ 44.14	\$ 45.29	\$ 46.36	\$ 47.69	\$ 47.69	\$ 48.95
	Fixed Monthly Fee	\$ 30,893	\$ 31,541	\$ 33,229	\$ 33,229	\$ 34,132	\$ 35,060	\$ 36,014	\$ 36,014	\$ 36,995
Intra-County Services	Revenue Hour Rate	\$ 34.26	\$ 34.98	\$ 36.14	\$ 37.86	\$ 38.74	\$ 40.02	\$ 41.34	See Table below	
	Fixed Monthly Fee	\$ 117,302	\$ 119,788	\$ 126,401	\$ 126,401	\$ 129,867	\$ 133,430	\$ 137,093		

Fixed and variable costs for October 1, 2020 – June 30, 2021 and Option Year 2 (FY 2021/22) are shown in table below and will use on a tiered structure that will be based on the total revenue hours of service operated.

Tiers	Monthly Revenue Hours	Revenue Hour Rate		Fixed Monthly Fee	
		FY 2020/21	FY 2021/22	FY 2020/21	FY 2021/22
		Oct 1-June 30		Oct 1-June 30	
Base (Current)	< 2,500	\$ 55.06	\$ 56.72	\$ 126,593	\$ 130,391
Tier 1	2,501-3,500	\$ 51.63	\$ 53.18	\$ 129,218	\$ 133,095
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Tier 3	4,501-5,500	\$ 44.77	\$ 46.11	\$ 134,468	\$ 138,502
Tier 4	> 5,501	\$ 41.34	\$ 42.58	\$ 137,093	\$ 141,206



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san rafael, ca 94901

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fax: 415.226.0856
marintransit.org

January 11, 2021

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

SUBJECT: Bus Maintenance and Storage Facility Needs

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: Marin Transit purchased real property at 600 Rush Landing in Novato in January 2020. While this property meets some of Marin Transit's needs, the District needs additional property for parking and maintenance. This letter details the contractor leased and owned parking and maintenance facilities and discusses the advantages for the District in owning facilities. It will also describe the planned improvement for the Rush Landing location and ongoing efforts to identify additional properties to purchase.

BACKGROUND:

The District owns a fleet of 100 buses and paratransit vehicles operated and maintained through contracts with four vendors. Based on a consultant study, eight acres is the recommended property size to park and maintain this fleet. A property of that size is not available within the County of Marin, and the District relies on ten contractor-owned and leased sites to park and maintain the fleet. This is in addition to the Marin Transit-owned site at Rush Landing in Novato and two fueling sites.

Current Facilities

The District's fleet is operated and maintained at storage and maintenance facilities owned or leased by contractors located throughout the county, as shown in Table 1 below and in the map included as Attachment A. For the short term, Marin Transit has been able to operate and expand services with these dispersed facilities. However, the District has identified the necessity of investing in a permanent facility as it transitions to hybrid electric and battery electric buses.

Staff presented a study on *Evaluating Costs and Benefits of a Marin Transit Operations and Maintenance Facility* to your Board in August 2017. The study assumed a future facility will serve all Marin Transit fixed route and Marin Access paratransit services, excluding those operated by Golden Gate Transit. The framework identified qualitative and quantitative costs and benefits over a ten-year

period. The analysis concluded that a District-owned facility offers substantial strategic and operational advantages over continued use of contractor-leased facilities.

The District has prioritized investment in a facility to incentivize competition for operations contracts, reduce cost uncertainty, and reduce or minimize overall operating cost growth. Marin Transit facility ownership will positively impact how the District conducts vehicle procurements and operations for the Local Fixed Route, Muir Woods Shuttle, West Marin Stagecoach, Community Shuttle, and paratransit operations. Consolidated parking and maintenance activities will enable the District to better plan for service growth and effectively deploy, maintain, and integrate new vehicle technologies.

Table 1 - Locations of Contractor Maintenance and Storage Yards

Contractor	Vehicles	Location	Acreage	Function
Golden Gate Transit	23	1011 Andersen Drive, San Rafael ⁽¹⁾	9.92	Maintenance, Storage, Fueling
		1 Golden Gate Place, Novato ⁽¹⁾	2.94	Fueling
		8 Lovell Ave, San Rafael	1.11	Maintenance
Marin Airporter	31	1455 Hamilton Parkway, Novato	1.88	Storage
		1301 Andersen Dr, San Rafael	~0.5	Storage
		3833 Redwood Hwy, San Rafael	2.08	Storage
		4 Peter Behr Dr, San Rafael ⁽¹⁾⁽²⁾	N/A	Fueling
		7505 Redwood Blvd, Novato	0.95	Maintenance
MV Transportation	22	600 Rush Landing, Novato ⁽¹⁾⁽³⁾	2.5	Storage, Fueling
		12784 Sir Francis Drake Blvd, Inverness	~0.1	Storage
		4 Peter Behr Dr, San Rafael ⁽¹⁾⁽²⁾	N/A	Fueling
		15 Jordan St, San Rafael	0.58	Maintenance
Marin Coordinating Council	55 ⁽⁴⁾	648 Lindaro St, San Rafael	0.74	Storage
		7409 Redwood Blvd, Novato	0.61	Storage
		4 Peter Behr Dr, San Rafael ⁽¹⁾⁽²⁾	N/A	Fueling

Notes:

(1) Indicates site is equipped with Clipper communication equipment

(2) County Fuel Island

(3) Site Purchased by Marin Transit in 2020

(4) Includes vehicles owned by Golden Gate Transit operated under Marin Transit's paratransit contract

Site Evaluation Criteria

In June 2015, your Board authorized the General Manager to identify and initiate negotiations on terms to purchase or lease sites for a maintenance and operations facility. In October 2016, your Board established goals and criteria for evaluating potential bus maintenance and operations facility sites. Attachment B, *Initial Site Evaluation and Criteria for Siting a Marin Transit Bus Maintenance and Operations Facility*, describes these selection criteria. At a minimum, the site should be at least three acres for a single site or two sites in combination, consistent with the local jurisdiction's General Plan, and the site purchase and development should be financially feasible and cost-effective. Other Board-adopted location criteria include:

1. Within Marin County to minimize deadhead or non-revenue service costs
2. Accessible to US 101
3. Compatible land use / good neighbor potential
4. Sufficient size and accessibility to maneuver and store buses
5. Primary egress and ingress routes to site are compatible with local circulation plan
6. Site readiness
7. Minimal vulnerability in case of a natural disaster
8. Title VI Equity Analysis
9. Preliminary Analysis of Potential Environmental Impacts on Site Surroundings

With the assistance of a commercial real estate broker, staff explored over fifty sites to identify those that might meet the District's fleet and facility needs as well as the selection criteria. Any future site will be evaluated using the same criteria.

Rush Landing Site Evaluation and Potential Improvements

Attachment C summarizes the full site evaluation for Rush Landing based on the above criteria. The property fulfills many of the evaluation criteria. Due to the size and shape of the site, it cannot adequately store the District's entire fleet and is not suitable for a large maintenance facility. Marin Transit currently parks over 20 buses at Rush Landing, and there is potential to park up about 20 more. Marin Transit's ownership of the site will attract additional bidders for contract operations. Competition will be further enhanced with site improvements and acquiring additional parking and maintenance facility capacity.

The District has several projects underway to improve 600 Rush Landing. One project will bring additional power and electric bus charging infrastructure to the site. Another project will determine the feasibility of constructing maintenance bays on the site. This may eliminate the need for one or more contractor-leased maintenance yards.

Upcoming Needs

Staff have identified the following site requirements for additional property that reflect planning for future operations and maintenance needs. These criteria may be met by a new site alone or together with 600 Rush Landing:

Table 2 - Potential Needs for Parking and Maintenance

Potential Needs	Parking/Other	Maintenance (minimum)
Paratransit	55 Cutaways	3 smaller maintenance bays
Rural, Seasonal/MWS, Supplemental School	21 Buses	2 maintenance bays

Local and Fixed Route (excluding GGT-operated)	31 Buses	3 larger maintenance bays
All	Employee parking Scheduling/dispatch office Driver/employee break room	

Golden Gate Transit owns sufficient land for the operation of Marin Transit's services. For this reason, needs for fleet operated by them have been excluded from this list.

Marin Transit is also looking at when contracted services will go out to bid because this is when potential savings of owning and providing parking and maintenance facilities to contractors will be realized. Table 3 shows the current operations and maintenance contracts and their end dates. Golden Gate Transit's contract has been omitted here due to their existing ability to maintain and park vehicles.

Table 3 - Current Service Contracts

Contract Provider	Services	Contract Expiration
Marin Coordinating Council (Vivalon)	Marin Access <ul style="list-style-type: none"> - Paratransit services (partner with GGT) - Demand Response - Travel Navigators 	Contract end: 6/30/2020 1 st Option year end: 6/30/21 One additional option year remaining
MV Transportation	Fixed Route Services <ul style="list-style-type: none"> - Rural service - Seasonal/MWS - Supplemental School 	Contract end: 6/30/21 Two option years available
Marin Airporter	Fixed Route Services <ul style="list-style-type: none"> - Local shuttle - Local big bus 	Contract end: 6/30/21 Two option years available

Marin County properties that meet the District's needs are rare. Marin Transit is concurrently focused on properties with built in potential for a maintenance facility. As noted above, there is some capacity to expand parking at 600 Rush Landing. In seeking candidate locations for a maintenance facility, desired features include the capacity for:

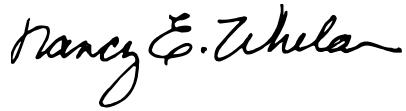
- Warehouse or automotive use
- Roll up garage doors/maintenance bays
- 16+ feet clear height
- Ingress/egress – access and flow
- All utilities
- Parts supply storage
- Some office and breakroom.

The Board's Ad Hoc Site Evaluation Committee continues to meet with staff to provide guidance and direction for evaluating potential sites.

FINANCIAL IMPACT:

There is no current fiscal impact. Staff will evaluate any future investment in bus maintenance and storage facilities and will return to the Board with the results of the evaluation and recommendations for consideration.

Respectfully submitted,

A handwritten signature in black ink, reading "Nancy E. Whelan". The signature is written in a cursive, flowing style.

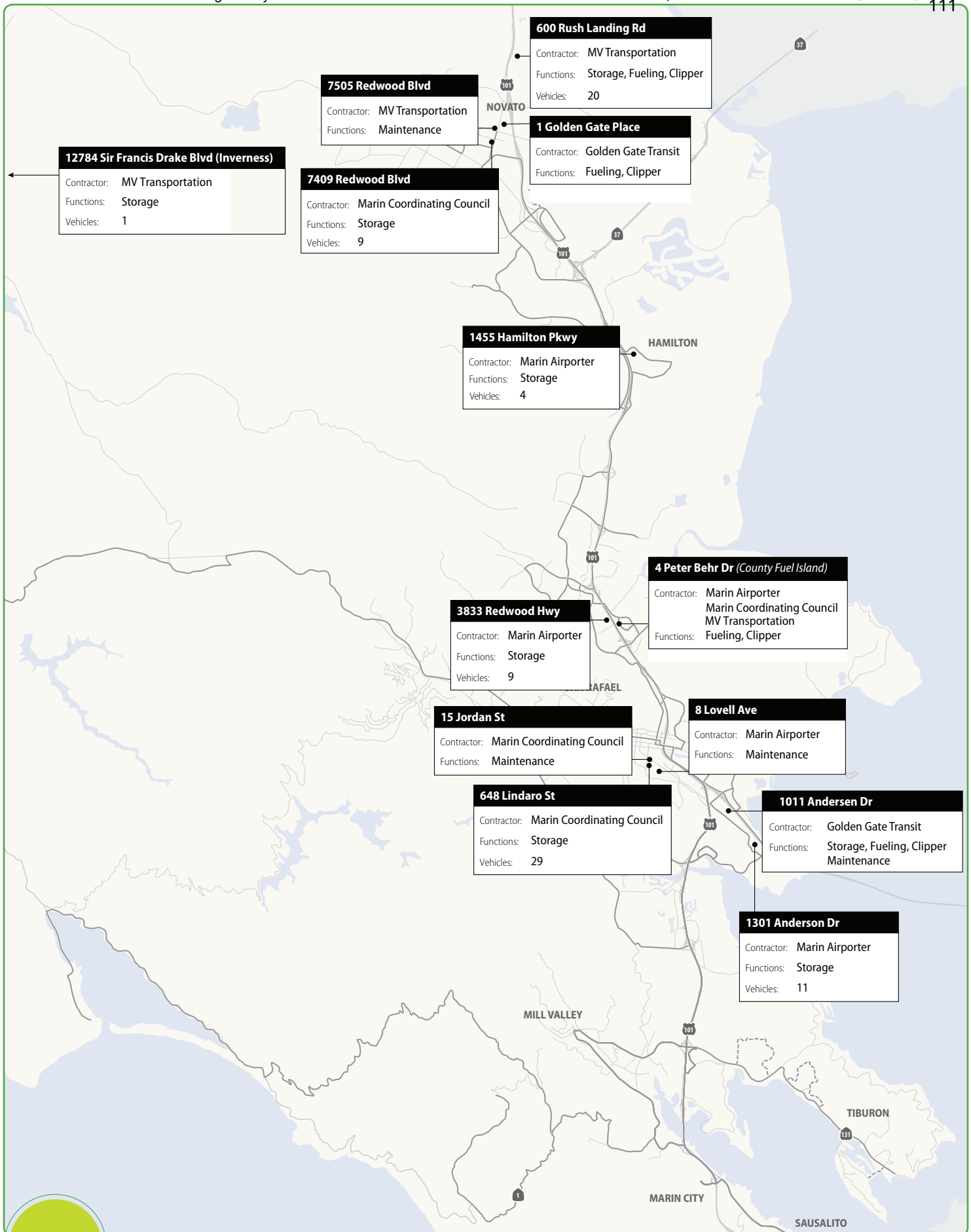
Nancy Whelan
General Manager

Attachment A: Map of Contractor Owned and Leased Facilities

Attachment B: Site Evaluation Criteria

Attachment C: Site Evaluation Criteria for 600 Rush Landing


Attachment D: Project Fact Sheet



Threshold Criteria

These requirements must be met. If they are not met, the site will be rejected.

- A Minimum size for a single site or combination of two sites shall be at least 3 acres.
- B Land use shall be consistent with the General Plan.
- C Purchase and development of the site shall be financially feasible and cost effective.

Selection Criteria		Potential Score
1 Minimize deadhead or non-revenue service costs	Peak period travel time to San Rafael Transit Center (SRTC) less than 12 minutes and within 4 miles	
	Peak period travel time to SRTC between less than 25 minutes and within 8 miles	
	Peak period travel time to SRTC less than 40 minutes and within 12 miles	
	Peak period travel time to SRTC more than 40 minutes or 12 miles	
2 Accessible to US 101	Within 1 minute from a US 101 on ramp	
	Within 5 minutes from a US 101 on ramp	
	Within 10 minutes from a US 101 on ramp	
	10+ minutes from a US 101 on ramp	
3 Compatible land use / good neighbor potential	Current zoning and use is same or similar to proposed bus maintenance and storage facility use	
	Zoning is consistent with a bus maintenance and storage facility, or the site is eligible for a conditional use permit	
4 Sufficient size and accessibility to maneuver and store buses	Accommodates 75 bus and shuttle vehicles	
	Accommodates 45 - 75 bus and shuttle vehicles	
	Accommodates 30-45 bus and shuttle vehicles	
	Accommodates less than 30 bus and shuttle vehicles	
5 Primary egress and ingress routes to site are compatible with local circulation plan	Primary access route is adjacent to or on frontage road of highway	
	Primary access route is on arterial	
	Primary access route is on local collector	
6 Site Readiness	Developable within three years	
	Developable within five years	
	Developable within ten years	
	<i>*Extra point if site is partially available within 2 years</i>	+1
7 Minimal vulnerability in case of a natural disaster	Multiple bus and shuttle vehicle access opportunities	
	Single point of vehicle access	
8 Results of Title VI Equity Analysis as specified in FTA guidance C 4702.1B, issued in October 2012	No Title VI equity impacts	
	Identified impacts can be reasonably mitigated	
	Site meets minimum Title VI requirements based on substantial legitimate justification, though identified impacts cannot be reasonably mitigated	
9 Preliminary Analysis of Potential Environmental Impacts on Site Surroundings	Indicates minimal or no Environmental Justice impacts, consistent with FTA guidance C 4037.1, issued in August 2012	

Scoring:  **3** Best  **2** Adequate  **1** Less than Adequate  **0** Inadequate



























600 Rush Landing

Threshold Criteria








These requirements must be met. If they are not met, the site will be rejected.


A	Minimum size for a single site or combination of two sites shall be at least 3 acres.	✓
B	Land use shall be consistent with the General Plan.	✓
C	Purchase and development of the site shall be financially feasible and cost effective.	✓

Selection Criteria

1	Minimize deadhead or non-revenue service costs	 Peak period travel time to San Rafael Transit Center (SRTC) less than 12 minutes and within 4 miles	
		 Peak period travel time to SRTC between less than 25 minutes and within 8 miles	
		 Peak period travel time to SRTC less than 40 minutes and within 12 miles	
		 Peak period travel time to SRTC more than 40 minutes or 12 miles	
2	Accessible to US 101	 Within 1 minute from a US 101 on ramp	
		 Within 5 minutes from a US 101 on ramp	
		 Within 10 minutes from a US 101 on ramp	
		 10+ minutes from a US 101 on ramp	
3	Compatible land use / good neighbor potential	 Current zoning and use is same or similar to proposed bus maintenance and storage facility use	
		 Zoning is consistent with a bus maintenance and storage facility, or the site is eligible for a conditional use permit	
4	Sufficient size and accessibility to maneuver and store buses	 Accommodates 75 bus and shuttle vehicles	
		 Accommodates 45 - 75 bus and shuttle vehicles	
		 Accommodates 30-45 bus and shuttle vehicles	
		 Accommodates less than 30 bus and shuttle vehicles	
5	Primary egress and ingress routes to site are compatible with local circulation plan	 Primary access route is adjacent to or on frontage road of highway	
		 Primary access route is on arterial	
		 Primary access route is on local collector	
6	Site Readiness	 Developable within three years	 +1
		 Developable within five years	
		 Developable within ten years	
		+1 * Extra point if site is partially available within 2 years	

600 Rush Landing

7	Minimal vulnerability in case of a natural disaster	 Multiple bus and shuttle vehicle access opportunities	
		 Single point of vehicle access	
8	Results of Title VI Equity Analysis as specified in FTA guidance C 4702.1B, issued in October 2012	 No Title VI equity impacts	N/A
		 Identified impacts can be reasonably mitigated	
		 Site meets minimum Title VI requirements based on substantial legitimate justification, though identified impacts cannot be reasonably mitigated	
9	Preliminary Analysis of Potential Environmental Impacts on Site Surroundings	 Indicates minimal or no Environmental Justice impacts, consistent with FTA guidance C 4037.1, issued in August 2012	N/A

Scoring:  **3** Best  **2** Adequate  **1** Less than Adequate  **0** Inadequate

Marin Transit

Bus Maintenance & Storage Facility

January 2021

- Goals:**
- Reduce ongoing operational costs
 - Increase competition for future service operation contracts
 - Reduce long term risks

Estimated Project Cost: \$30,500,000**Land Required:** 3+ acres**Vehicles:** 98 buses and shuttles**Maintenance Bays:** 3 - 5

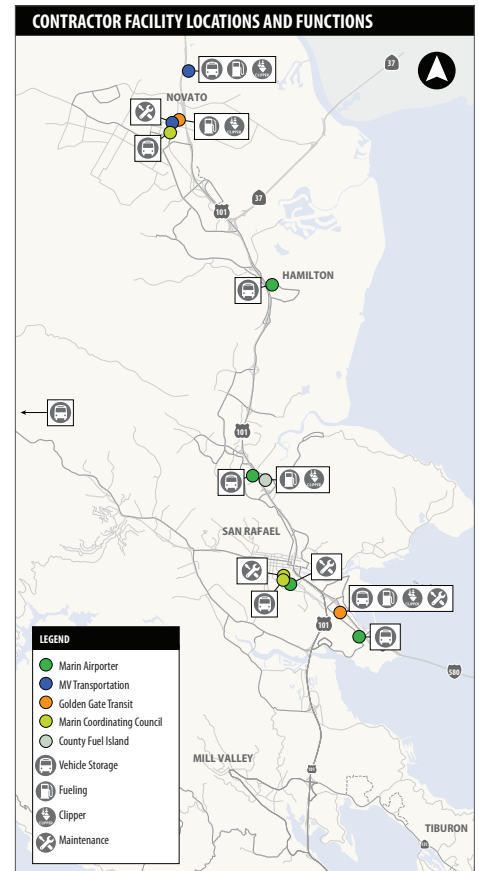
Summary

Marin Transit operates local fixed route, paratransit, and mobility management services under contracts with four providers. Marin Transit provides these contractors with the vehicles needed to operate the service and relies on them to provide maintenance and storage facilities. Between all of the contractors, this amounts to four maintenance yards, eight storage yards, and four fueling locations all within the county.

Marin Transit purchased a 2.5 acre parcel in January, 2020 at 600 Rush Landing to park vehicles. Marin Transit is investigating whether maintenance can be added to the site, and is in the meantime looking for additional facility leasing or purchasing opportunities to increase competition for contracted services to include bidders who do not have access to land within the county, reduce risk long term risk, and consolidate existing facilities.

Site Evaluation Criteria

- Minimize deadhead or non/revenue service costs
- Accessible to US 101
- Sufficient size and accessibility to maneuver and store buses
- Compatible land use/good neighbor potential
- Primary egress and ingress routes are compatible with local circulation plan
- Site Readiness (Ready for development)
- Minimal vulnerability in case of a natural disaster
- Minimal Title VI equity impacts
- Minimal or no Environmental Justice impacts



Desired Vehicle Capacity

- 40' Buses - 14 spaces
- 35' Buses - 24 spaces
- 30' Buses - 12 spaces
- 29' Shuttle - 12 spaces
- 24' Shuttle - 14 spaces
- 22' Paratransit - 22 spaces
- Employee parking - 150+ spaces
- Maintenance Bays - 3 to 5



Example of maintenance bays



Successes - 600 Rush Landing, Novato

- Marin Transit purchased 600 Rush Landing in January 2020
- Site is 2.5 acres and irregularly shaped, bordered by U.S. Hwy 101 on the western border, and SMART train tracks to the east
- Site currently accommodates parking for 20 buses, with capacity for ~20 more.



Bus parking at 600 Rush Landing

Active Site Improvement Projects

- ⚡ Battery Electric Bus power and charging installation
- 🔧 Maintenance capacity feasibility study
- 💡 Enhanced fencing & lighting



Aerial of 600 Rush Landing

Continued Needs

While 600 Rush Landing fulfills some of Marin Transit's needs, the site cannot accommodate the Marin Transit's whole fleet. The District is still searching for land to supplement 600 Rush Landing. Continued needs include:

- Parking for Yellow Buses
- Parking for remaining Fleet
- Maintenance

Maintenance Needs

With parking available at 600 Rush Landing, Marin Transit's current focus is on properties with built-in maintenance potential. Desired features include:

- Warehouse or automotive use
- Rollup garage doors/maintenance bays
- 16+ feet clear height
- Ingress/egress - access and flow
- All utilities
- Parts supply storage
- Some office space and breakroom
- Potential for electric vehicle charging



Yellow Bus and Hybrid Bus in service



Example of maintenance building