



TRANSPORTATION AUTHORITY OF MARIN

REQUEST FOR QUALIFICATIONS/PROPOSAL

DATE ISSUED: NOVEMBER 21, 2019

**PREPARATION OF STUDIES FOR IMPROVEMENTS TO HIGHWAY 101
INTERCHANGES AND APPROACH ROADWAYS**

IN MARIN COUNTY

QUALIFICATION/PROPOSAL PACKAGES DUE: FRIDAY, DECEMBER 20, 2019 BY 4:00 P.M.

**Transportation Authority of Marin
900 Fifth Avenue, Suite 100
San Rafael, CA 94901**

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MARIN COUNTY**

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Attachments:

- A: 2018 Final Expenditure Plan
- B: Sample Contract
- C. TAM Modeling Use Agreement

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SECTION 1 – INFORMATION & BACKGROUND

The Transportation Authority of Marin (TAM) is the Congestion Management Agency (CMA) for Marin County and the Transportation Sales Tax Authority established to address Marin's unique transportation issues, and to fulfill the legislative requirements of Propositions 111 and 116, approved in June 1990. TAM also administers funds raised by the County's Measure AA transportation sales tax approved by voters in 2018 and the voter approved Measure B - Vehicle Registration Fee. The TAM Board includes representatives from each city and town in Marin County, plus the five members of the Board of Supervisors. TAM is responsible for implementing various transportation programs and projects on and off the state highway system.

The voters of Marin County approved an extension of an existing transportation sales tax that will fund a series of programs and projects defined in the 2018 Final Expenditure Plan. During a thoroughly vetted process, a category was identified to direct a portion of the available funds to improve operations and enhance safety at interchanges and access roads to and from Highway 101 for all users. The funds are intended to provide seed money to perform the planning necessary to develop proposed improvements that can be supported by TAM and our partner agencies, in addition to the support of the public, while attracting other federal, state, regional and local funds. The funds would address Highway 101 interchanges and local approach roadways at several locations in Marin that are identified in the expenditure plan as follows:

- 1) Alexander Ave
- 2) Sausalito / Marin City
- 3) Tiburon Blvd / East Blithe dale Ave
- 4) Paradise Dr / Tamalpais Dr
- 5) Sir Francis Drake Blvd
- 6) San Rafael Onramp at 2nd Street and Heatherton Ave
- 7) Merrydale Road / North San Pedro Rd
- 8) Manuel T Freitas Parkway
- 9) Lucas Valley / Smith Ranch Rd
- 10) Ignacio Blvd
- 11) San Marin Drive / Atherton Ave

TAM and the selected team will work closely with Caltrans, the County of Marin, local city/towns, transit agencies and the public to analyze existing interchanges and roadways and propose improvements to enhance mobility to our transportation network. TAM is estimating this effort will take approximately three years to complete.

Consultants are invited to submit a qualification/proposal package for the above referenced planning effort. Each qualification package will be evaluated solely on the qualifications of the team.

SECTION 2 – SCOPE OF SERVICES

It is TAM's intention to evaluate all eleven interchanges to a similar level by preparing an existing conditions, constraints and opportunities memorandum for each interchange. At the conclusion of this effort, TAM will select three interchanges to prepare a Project Initiation Document (PID) in accordance with Caltrans procedures.

The following tasks describe the elements that TAM expects to be included in the response to the request for proposals from the consultant. *However, in addition to the outline below the consultant is encouraged to submit a proposal that will suggest tasks that will more efficiently and effectively meet the needs of the project. Consultants are also encouraged to provide additional information within each task listed below that would add value to the process.*

The Consultant shall provide services to complete the following tasks as applicable:

Task 1 – Project Management:

The consultant's project manager will work closely with TAM's project manager to lead the team in the development of the interchange studies and project initiation documents. The project manager will be the primary point of contact for the team and will be responsible for the delivery of the studies in a cost-effective manner and within the agreed delivery schedule. Project management will include, but is not limited to, developing and executing a project work plan, establishing a project file system compatible with TAM's file system to capture all project materials and deliverables, attending and documenting project meetings, providing quality control of deliverables, managing project budget and invoicing, leading discussions at staff level and public meetings (including Board and Council meetings), and other miscellaneous project administrative responsibilities.

Task 2 – Establish Program Goals and Objectives:

An objective of this program is to propose operational improvements to Marin's interchanges and surrounding roadways. Identifying safety improvements for all users is of utmost importance. A first order of business is to develop a memorandum that outlines the program goals and objectives for both the initial phase of these efforts and subsequent phases. It is expected this document will be revised and updated near the conclusion of the initial scope of work to refresh the approach using lessons learned.

Task 3 – Prepare Interchange Base Maps:

Consultant will prepare base maps of all eleven locations for use in the existing conditions, constraints and opportunities memorandums. Base maps shall be prepared at a scale that can show existing features indicating specific movements and paths of travel for all users including vehicles, bicyclists and pedestrians. The approaching roadways shall extend a minimum of one to two intersections beyond the interchange. Maps and exhibits can be used for multiple purposes including meeting materials, public presentations and final maps of the proposed improvements. An overall corridor map shall also be prepared showing all interchange locations and prominent land uses.

Task 4 – Collect Existing Project Data:

Consultant will obtain existing reports and studies prepared by TAM, Caltrans and local agencies to compile a library of existing data to include, but not limited to: Highway volumes, ramp volumes, roadway weekday & weekend ADT/ peak hour counts, intersection LOS, approach speeds, % truck traffic and type, transit use, bicycle and pedestrian use patterns and counts, accident history, travel delay, pavement condition and structures reports. Consultant shall assess the existing data and determine what new data is required for each specific interchange to accurately reflect current travel conditions. Consultant shall prepare a brief memorandum on what additional data collection would be required based on their professional opinion and experience. Following consultation with TAM and our partners consultant will collect additional data as necessary. The final data set shall accurately represent existing travel conditions for all modes.

Task 5 – Prepare Traffic Forecasts:

TAM will provide TAM's recently updated travel demand model (TAMTDM), an activity-based model based on MTC's Travel Model Two operating on Cube Citilabs software, to determine forecasted travel demand and volumes expected at interchanges. Consultants will also have an option to use TAM's On-Call Modeling consultants to provide requested information related to travel demand forecasting. Consultant will propose the level of modeling, if necessary, to accurately represent future travel conditions for the interchanges and approach roadways. Extensive modeling is not anticipated in the phase, however anticipated growth is expected to be considered as part of the analysis

Task 6 – Prepare Existing Conditions, Constraints and Opportunities Memorandum:

Consultant shall prepare an independent memorandum (study) for each interchange and approaching roadways. The memorandum will summarize the existing conditions and deficiencies, describe the surrounding constraints, and identify planning level improvement opportunities. The existing conditions section shall utilize maps with physical features in enough detail to present existing traffic data collected, transit usage, bicycle and pedestrian travel patterns, pavement condition, structure reports, surrounding land-use and other relevant information. The constraints section shall present items such as right-of-way limits, presence of potential environmental resources, susceptibility to sea level rise, topographic challenges and other elements which could serve to be a constraint on potential improvements. The opportunities section shall present not only short, medium, and long-term improvements, but also discuss and highlight specific components of an improvement concept that would provide a high level of benefit and be cost effective. This could be on elements at the interchange or on local roadway intersections.

Task 7 – Consensus Building and Public Outreach:

TAM and the selected consultant will work closely with agency staff from the various jurisdictions, transit agencies and Caltrans during the preparation of the interchange studies. This cooperative approach is intended to build local support for proposed improvements. Public engagement and feedback will be encouraged during the preparation of the studies. Initial feedback may be in the form of online surveys to solicit input on what issues or concerns the public express at various interchanges. Prior to finalizing the studies, TAM and the local jurisdiction(s) will propose a workshop /study session to review improvement options under consideration and solicit additional feedback.

Task 8 – Develop Prioritization Plan and Implementation Plan:

TAM and the consultant will develop an evaluation process that will be used to select the interchanges to be advanced into the PID stage. The evaluation process should include establishing a set of weighted criteria based on technical recommendations and input from the TAM Board. The PID will be developed in accordance with Caltrans procedures working closely with their staff. An implementation plan shall be prepared that considers the standard method of project development in addition to alternative methods of delivery, such as preparing a project engineering evaluation report (PEER) for local agency implementation. Consultant shall also consider locations for potential small-scale improvement projects outside the state R/W that could be considered for local agency implementation.

Task 9 – Identify Funding Opportunities:

Consultant shall identify potential funding sources to advance proposed improvements into the next phase of development (PA/ED, PS&E, Construction Capital). All federal, state and local grant opportunities should be considered. Consultant shall prepare draft applications for use by TAM.

Task 10 – Complete PID and Obtain Caltrans Approval: (Assume 3 PID's):

Consultant shall prepare three PIDs and obtain Caltrans Approval. Briefly describe major milestones in the process and steps that can be taken to accelerate preparation, completion and approval. Based on the recommendation of the consulting team, a more in-depth alternatives analysis may be considered in advance of formally requesting that Caltrans engage in the PID process to reduce and refine the number of alternatives considered moving forward. Consultant shall also assist TAM in the preparation of a Cooperative Agreement with Caltrans in advance of this effort.

SECTION 3 – RFQ/RFP SUBMITTAL REQUIREMENTS

1. *Qualification Statement:* Submit four (4) hard copies and one PDF file of your qualifications. The qualification and proposal (excluding resumes and the transmittal letter) shall not exceed a total of 25 single-sided, 8.5" x 11" pages. The proposal will be of sufficient quality to show your basic approach to the work. Resumes and other supplemental information should be included in an appendix. Note, a more detailed proposal will be required for the selected team.
2. *Transmittal Letter:* The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the qualification statement shall be valid for a 90-day period and should include the name, title, address, email, and telephone

number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with TAM shall sign the cover letter.

3. *Qualifications and Experience:* The proposal shall provide the qualifications and experience of the consultant(s). Please emphasize the specific qualifications and experience of key members of the team in providing the requested services. Identify the position or role key team members provided during the delivery process. Key Team Members are expected to be committed for the duration of the project. Replacement of Key Team Members will not be permitted without prior consultation with and approval of TAM
4. *Project Understanding:* Describe your understanding of the scope of work and your approach to meeting the task objectives outlined in this RFQ/RFP. Discuss how the services would be performed and what deliverables would be submitted.
5. *Management Plan and Schedule:* This section shall provide an example of the firm's/team's management plan for a similar project providing similar services, including staff proposed as available to perform during the timeframe identified in this RFQ/RFP. For the proposal, develop a proposed schedule, identifying major project milestones and the anticipated duration for each activity.
6. *References:* Please provide a minimum of three references (including contact names and current phone numbers) that indicate the ability of your firm to successfully deliver this project.
7. *Project Budget:* TAM will request the top ranked firm to prepare a budget to be submitted with the detailed proposal. Note, the detailed proposal is more refined than the proposal to be included with the qualification statement. This project will be a "Not to Exceed" contract. Non-labor direct costs (except mileage which shall be paid at IRS rate) shall be billed at cost. If negotiations are not successful with the topped rank firm, TAM will terminate discussion with the topped ranked firm and open discussion with the next ranked firm.
8. *Professional Services Contract:* Indicate your willingness to accept the terms and conditions in attached sample contract, including your ability to comply with TAM's insurance requirements, any conflict of interest, or list those to which you take exception, and, as appropriate, provide proposed alternate wording. Note that it is not TAM's intent to make substantial changes to attached sample contract.

Submittal Procedure

The qualification packages shall be submitted in accordance with the following requirements:

1. The qualification/proposal packages shall be transmitted with a cover letter as described above.
2. The qualification/proposal packages shall be addressed to:

Bill Whitney
Transportation Authority of Marin
900 Fifth Avenue, Suite 100
San Rafael, CA 94901

3. The qualification/proposal packages shall be dispatched in order to be received at the above address no later than 4:00 p.m., Wednesday, December 18, 2019. Late qualification packages will not be accepted.
4. Questions pertaining to this RFQ/RFP or the Scope of Services should be directed in writing via email to: Bill Whitney - bwhitney@tam.ca.gov

TAM will make every effort to provide individual responses to all written questions submitted and will not respond to questions posed by any means other than e-mail. Responses to technical questions may take up to two working days and all responses (with questions) will be posted on TAM's website: www.tam.ca.gov under the RFP/RFQ section.

SECTION 4 – METHOD/CRITERIA FOR SELECTION

The following criteria will be used to evaluate qualification packages and to select a consultant team:

1. Qualifications and experience of the firm(s), the designated project manager and key staff in similar undertakings; 40%
2. Demonstrated experience working with Caltrans procedures and/or other standard industry procedures for roadway design; 25%
3. Overall approach and demonstrated ability to meet the goals and objectives; 20%
4. Demonstrated ability on past projects to address the needs of all users of an interchange, including vehicles, trucks, buses, bicyclists and pedestrians; 15%

A panel will be convened to evaluate the qualification statements and develop a ranking of the most qualified consultants. The panel may include representatives from TAM, Caltrans and other participating public agencies. Members of the panel will not be revealed prior to interviews.

It is expected the top three ranked firms will be invited to be interviewed by the panel. Interviews of the most qualified teams are to be scheduled during the week of January 20, 2020. The Project Manager and key team members are expected to attend the interview.

SECTION 5 – SELECTION PROCESS DATES

November 21	RFQ/RFP released
December 13	Final day for Submittal of Questions
December 20	Qualification/Proposal Packages Due
January 20-24	Interviews
February 7	Finalize Contract Negotiations
February 27	TAM Board Award Contract

SECTION 6 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY

TAM is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to TAM's construction, procurement, and professional services activities. To this end, TAM has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with TAM in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with TAM, the Contractor hereby makes the following assurance and agrees to include this assurance in any Agreements it makes with subcontractors in the performance of this contract: "The Contractor or subcontractor 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 U.S. DOT-assisted contracts. Failure by the Contractor or subcontractor 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 TAM deems appropriate."

TAM implements the DBE policy in accordance with DOT regulations, **and no contract specific DBE participation goal has been established for this contract.** However, Proposers shall cooperate with TAM in meeting its commitments and objectives about ensuring nondiscrimination in the award and administration of Authority Contracts and shall use its best efforts to ensure that barriers to DBE's participation do not exist. By submitting a Proposal, a Proposer is deemed to have made the foregoing assurance and to be bound by its terms. For DBE questions and assistance, contact Bill Whitney, DBE Officer, at (415) 226-0823 or bwhitney@tam.ca.gov.

SECTION 7 - GENERAL TERMS AND CONDITIONS

- 1. Conflicts of Interest.** The proposer shall disclose any currently known or potential conflicts of interest with TAM, the State Department of Transportation, the Metropolitan Transportation Commission, the County of Marin, and the Federal Highway Administration. The proposer's signature affixed to and dated on the cover letter shall constitute a certification, under penalty of perjury under the laws of the State of California, that the proposer declares that the proposer is not currently, and will not during the performance of any services for TAM, participate in any other work involving a third party with interests currently in conflict or likely to be in conflict with TAM's interests without TAM's approval.
- 2. Amendments to RFQ.** TAM reserves the right to amend or cancel this RFQ by addendum before the final submittal due date. Revisions to the RFQ shall be posted on the TAM web page at least one full business day prior to the deadline for submittal of responses. It is the responsibility of each proposer to check the Web site for any revisions related to this RFQ. The proposer shall each confirm in the transmittal letter of its response the receipt of all addenda issued to this RFQ.

3. **Non-commitment of TAM.** This RFQ does not commit TAM to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.

4. **Confidentiality.** Before award of the contract, all responses to this RFQ will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all responses) all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the responses confidential will be regarded as non-effective and will be disregarded.



2018 FINAL EXPENDITURE PLAN

MARIN COUNTY TRANSPORTATION SALES TAX RENEWAL



TRANSPORTATION AUTHORITY OF MARIN

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01

Executive Summary

In 2004, Marin voters approved the Measure A 20-year half-cent sales tax measure to fund local transportation projects throughout the county. As that funding source approaches its expiration date, the Transportation Authority of Marin (TAM) is recommending voter approval of an extension to this essential transportation-funding source – the Measure A Renewal. After conducting an extensive public input process, TAM has developed the Transportation Sales Tax Renewal Expenditure Plan (Expenditure Plan) for the renewal of the half-cent sales tax to support current transportation priorities in Marin County. The Expenditure Plan’s projects and programs are detailed below. The Expenditure Plan culminates from a “bottom up” planning approach, enabled by the Expenditure Plan Advisory Committee (EPAC) and approved by the TAM Board, the County, and the individual cities, and towns of Marin. The sales tax renewal will provide funding for core transportation needs of highest priority to the public, as detailed in this plan, without increasing the current half-cent tax.

This plan is built on a record of success. Marin voters last approved a transportation sales tax in 2004 when they passed Measure A, Marin County’s first transportation sales tax. Measure A is a half-cent tax that addressed a severe shortfall in available funds for transportation. These funds have been instrumental in transforming Marin County’s transportation programs and infrastructure over the past 14 years: \$25 million was provided to complete the Highway 101 HOV carpool lanes through San Rafael, closing a 3-mile gap that caused severe congestion. The local \$25 million for Highway

101 enabled Marin County to attract over \$75 million in regional, state, and federal funds to finish the project. The 2004 sales tax funds have enabled significant local road improvements that were designed and built to meet the needs of all users. These included 4th Street in San Rafael, Miller Avenue in Mill Valley, and Sir Francis Drake through Samuel P. Taylor Park in West Marin. The funds restored and expanded local bus transit service that was being cut back in 2003, and enabled new services, including those for seniors. Finally, the funds have enabled nearly 60 crossing guards to be placed near schools, built nearly \$20 million in Safe Pathway improvements to and from schools, and enabled education and encouragement of walking and biking through the Safe Routes to Schools program in over 60 schools in Marin. Finally, over \$60 million has gone into pothole repair and street rehabilitation, again meeting the needs of cars, bicyclists, pedestrians, and transit.

Our transportation system relies greatly on local funding for local needs. Measure A – Marin County’s 2004 voter-approved half-cent transportation sales tax measure – has been a major source of transportation funding in Marin County over the past 14 years, and is set to expire on March 31, 2025. This proposed sales tax renewal measure extends this existing funding source for 24 years beyond the existing expiration date. The Expenditure Plan adjusts the expenditures to address current and future transportation priorities, and provides funding to address urgent needs without increasing the current half-cent tax. The measure provides a long-term, reliable funding stream and creates an opportunity to redistribute these tax dollars in a way that best reflects the county’s present-day transportation needs.



TAM is dedicated to making the most of Marin County transportation dollars and creating an efficient and effective transportation system that promotes mobility and accessibility by providing a variety of high-quality transportation options to all users. Its members – all 11 cities and towns, and all five members of the County Board of Supervisors – have achieved significant progress in meeting Marin’s transportation needs. The new Expenditure Plan allows TAM to continue to achieve these goals.

WHY DOES MARIN COUNTY NEED A TRANSPORTATION SALES TAX EXTENSION?

- **The current plan is 15 years old, and the needs of our Marin residents and workers have changed.** The current plan does not allow local sales tax funds to be spent on a variety of new needs. As an example, the current sales tax cannot be used to help build a sorely needed direct connector from Northbound Highway 101 to Eastbound I-580 in San Rafael. The current sales tax cannot be used to finish the Highway 101 Marin Sonoma Narrows project, completing the third lane from Novato to Petaluma. In addition, the current sales tax cannot be used on local road interchanges with Highway 101, many of which are outdated and unable to handle current traffic demand. The current sales tax does not address the infrastructure needs of rising sea levels and flooding. And the current sales tax does not invest in innovation, including support of infrastructure for electric vehicles, or first and last mile access to major transit hubs. The new Sales Tax Renewal Expenditure Plan allows funds to be spent in all these areas.
- **We need to extend this sales tax measure now to create a reliable funding stream that enables cost-effective planning for the future.** As our current Transportation Sales Tax (Measure A) approaches its expiration date, the ability to enter longer-term, more cost-effective contracts is significantly diminished. For example, TAM is very proud of a strong core of over 85 professionally trained school crossing guards. Our schools, parents, and children rely heavily on the safety these guards provide. To maintain the guards in a highly competitive labor environment and to increase the number of guards to address identified safety needs for Marin’s students, a multi-year contract is needed, which is impossible if the funds are set to expire soon. Local transit for seniors and people with disabilities similarly relies on high-quality service such as that provided by Whistlestop Wheels. Without a steady stream of funds, those contract services could expire and quality providers could be lost. Shorter-term contracts will cost more.
- **In order to attract new state and regional revenue sources, local funds are necessary.** Local funds are essential to TAM’s ability to secure the final suite of funds for completing the Highway 101 carpool lanes through the Marin Sonoma Narrows and to attract near-term funds for building the new Highway 101/I-580 Direct Connector, two projects essential to addressing congestion along the Highway 101 corridor.
- **We need local transportation funding now more than ever.** With the ongoing uncertainty of federal and state infrastructure dollars, it is essential for Marin County to protect and strengthen its local funding sources. By

renewing this county-based funding source, and resetting how the funds can be spent, Marin's local jurisdictions can rely on these funds addressing current and future needs.

- **We need to fund the transportation needs that other federal, state and regional funds won't fund.** While recently approved state funds under Senate Bill 1 will provide funds for local streets and roads improvements, and upcoming Bay Area toll bridge funds will substantially fund several major projects in Marin, a number of high priority needs are not funded by any other fund source such as federal or state gas taxes, or regional tolls. These include the Safe Routes to Schools Program, the school crossing guards, the senior mobility program, planning improvements at our major interchanges on Highway 101, needed funding to start addressing flooding and sea level rise impacts on transportation, and a small amount of seed funding to attract innovative solutions to congestion and greenhouse gas emission reduction. Without our local transportation sales tax, none of these needs can be addressed.
- **Every penny generated by this measure will go directly toward local transportation projects and programs in Marin County.** Many of the core projects and programs Marin's workers and residents rely upon can only proceed with local funding sources. Without local funds it would be difficult to pay for roadway maintenance, crossing guards, school bus services, and the Safe Routes to School program measure. The measure will also provide a source of local matching funds that will qualify essential local projects for millions of dollars in state and regional matching funds.
- **This plan provides strict accountability. Funds generated by the sales tax can only be applied to transportation improvements that will benefit Marin County.** These funds may not be used for any transportation projects or programs other than those

specified in the Expenditure Plan. An independent Citizen's Oversight Committee will be established that will audit and report annually on TAM's use of the sales tax funds.

- **This plan provides essential transportation infrastructure and services for people who live and work in Marin County.** The Expenditure Plan will improve traffic operations and infrastructure on city streets and highways; fix potholes and maintain local roads; provide transit services within the county, including services for youth, seniors, and people with disabilities; improve air quality; reduce greenhouse gas emissions; and create local jobs. It supports an environmentally sustainable future while providing transportation options throughout the county. Specifically, the Expenditure Plan will support the following four categories:

1. Reduce congestion on Highway 101

and adjacent roadways. Critical projects funded under the sales tax renewal plan include the Marin Sonoma Narrows and the Highway 101/I-580 Direct Connector, which are essential to the delivery of workers and goods, and the management of congestion throughout the county. A new funding program will begin improving numerous local road interchanges with Highway 101. The local funds will serve to attract state and regional toll funds for these essential projects to be completed. These local funds will also continue Marin County's successful programs to reduce congestion by working with employers and employees on commute alternatives and trip reduction. Strategies such as promoting telecommuting, vanpooling, and carpooling incentives, and first/last mile services to regional transit hubs have all proven to be successful ways to providing quality options to driving.

- 2. Maintain, improve, and manage local roads and other infrastructure.** The new sales tax plan substantially increases funding

for pothole repair and other local street and road maintenance and rehabilitation. Funds are eligible for a wide variety of local road needs, to create a well-maintained and resilient transportation system.

This category will continue our local jurisdictions' recent progress rebuilding, repaving, and reconstructing our local roads, including the addition of features that support walking, biking, and taking transit. Additional investment over the current sales tax will occur as funds nearly double that are available to local cities and towns. Funds can be spent on a wide variety of improvements, including to provide safe and connected bicycle and pedestrian paths to schools, major transit hubs, and other destinations throughout the county. The funding will also launch new infrastructure projects that promote resiliency and innovation, particularly projects that tackle flooding and sea level rise impacts to our transportation infrastructure. The renewed sales tax funding will increase public availability to alternative fuel facilities, such as electric vehicle charging infrastructure. Innovative technology for better managing traffic will also be supported, such as the installation of smart traffic signals and real-time transit information.

- 3. Reduce school-related congestion and provide safer access to schools.** The renewed sales tax will expand Marin's award-winning Safe Routes to School program that focuses on education, encouragement, safe pathways, and crossing guards to enable students to bike, walk and take the bus to school. The renewed sales tax will add funds to the current crossing guard program and save more than 20 school crossing guards that would otherwise have to be cut in 2019. It will maintain the Safe Routes to School education and encouragement program in over 60 schools and will provide a steady

source of funding for both large and small safety-related improvements around schools. Additionally, school bus transit will receive dedicated funding to help reduce school-related congestion as noted below.

- 4. Maintain and expand efficient and effective local transit services.** The renewed sales tax will preserve and enhance the array of local transit services that many residents and workers rely on. With public input, these services are designed to meet community needs. Under this category, the sales tax enables Marin to keep and enhance a robust local public transit system. Local transit services are dedicated to delivering workers and students to their jobs and schools. The measure will continue support for transit and paratransit services for Marin's seniors and persons with disabilities. The measure will continue to provide unique services such as the Muir Woods Shuttle and the West Marin Stagecoach. The renewed sales tax will dedicate funds for yellow school bus and other school transit services. The renewed sales tax will provide matching funds for alternative fuel buses, such as all-electric buses, and plan for alternatives to traditional transit services. All local transit will be monitored by the Citizen's Oversight Committee regarding cost-effective performance.

The Expenditure Plan is a 30-year plan that recognizes changing needs, funding streams, and technologies. Funds will be allocated to the four strategies by specific percentages as stated in Figure ES 1, after taking off the top the necessary funds needed for the administration and overall program management of the Expenditure Plan. This fee is limited to 5% annually. To keep pace with the changing world of transportation, the TAM Board of Commissioners will review the Expenditure Plan every six years to consider amendments.

2004 Sales Tax Achievements

TAM's 2004 half-cent transportation sales tax (Measure A) provided a reliable funding stream for local streets and roads maintenance, major roadway improvements, Safe Routes to Schools programs, and local transit services. This funding stream has provided significant benefits that have helped improve mobility, reduce local congestion, protect the environment, enhance safety, and provide a variety of high quality transportation options to meet local needs. Completed and successful efforts are highlighted below.



Highways

- Completion of the Highway 101 Gap Closure Project in San Rafael, the high-occupancy vehicle (HOV) lane, including the new Southbound 101 to eastbound I-580 high-speed two-lane connector. The project also included the separated (Class I) multi-use path over Lincoln Hill.



Local Transit

- Developed a local transit system designed to serve the needs of Marin residents and workers traveling within the county.
- Enabled Marin Transit to pay for and expand local transit services, paratransit services, the West Marin Stagecoach, and the Muir Woods Shuttle.
- Kept local transit and paratransit fares low.



Local Streets

- Completed major road improvements including 4th Street in San Rafael, Miller Avenue in Mill Valley, Sir Francis Drake Boulevard through Samuel P. Taylor Park in West Marin, and portions of Novato Boulevard in Novato.
- Paved and reconstructed hundreds of miles of local streets and roads, representing over \$60 million in investment.



Safe Routes to Schools

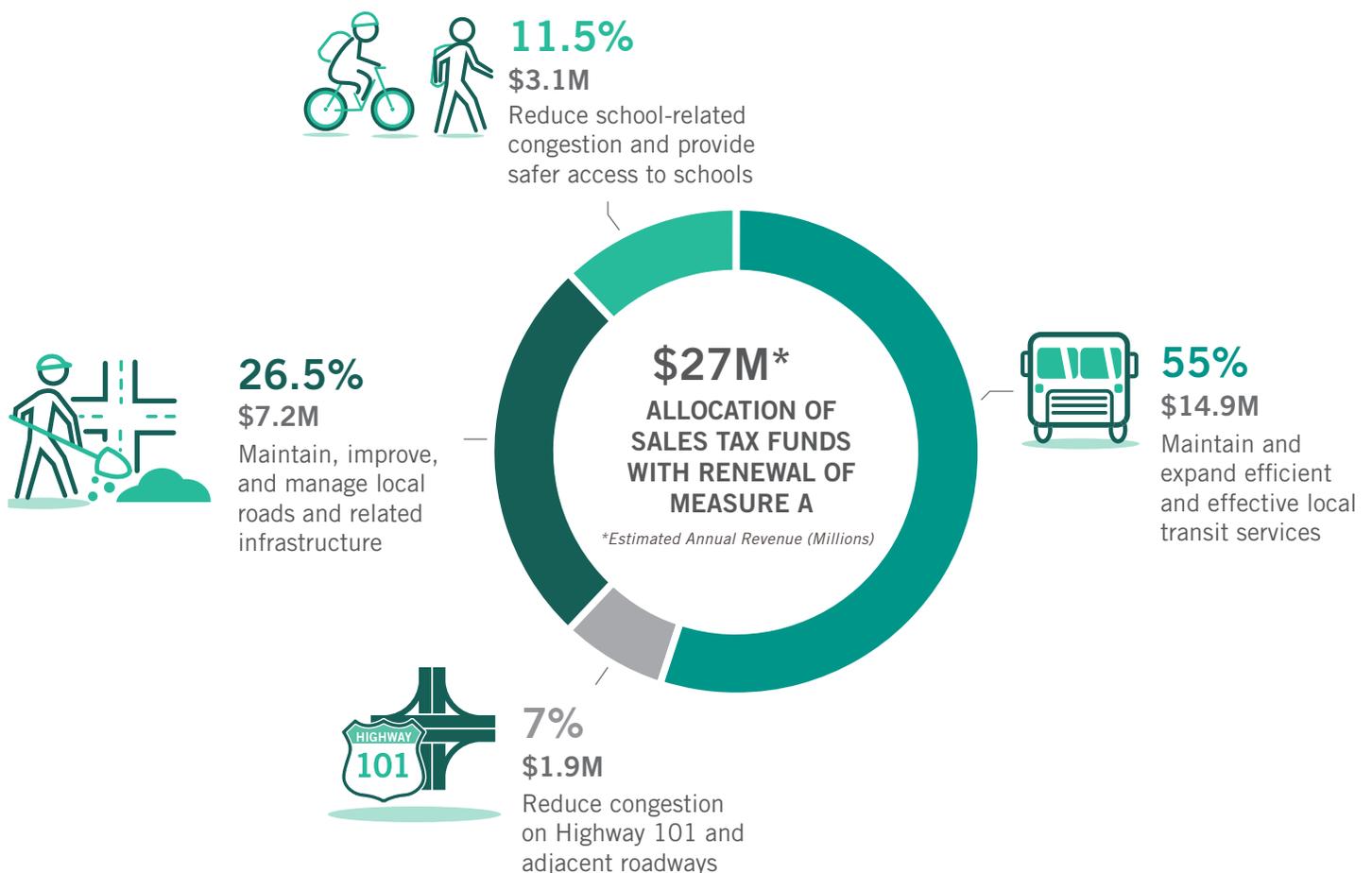
- Ongoing success of the Safe Routes to Schools program, with an average of over 50% green trips in over 60 schools countywide, teaching kids the healthy habits of biking and walking, and reducing congestion on our roadways.
- Funded and implemented nearly \$20 million in Safe Pathways capital projects to increase safe access to schools.
- Placement of 88 crossing guards near schools, providing an essential safety service for kids walking and biking to school.

Our Goal

Reduce congestion and reduce greenhouse gas emissions, maintain and improve local transportation infrastructure, and provide high quality transportation options for people of all ages who live, work, and travel in Marin County.

The Expenditure Plan is a 30-year plan that recognizes changing needs, funding streams, and technologies. Funds will be allocated to the four strategies by specific percentages as stated in Figure ES 1, after taking off the top the necessary funds needed for the administration and overall program management of the Expenditure Plan. This fee is limited to 5% annually. To keep pace with the changing world of transportation, the TAM Board of Commissioners will review the Expenditure Plan every six years to consider amendments.

Figure 1 Expenditure Plan Categories and Estimated Annual Funding Summary



02

Marin County 30-Year Transportation Sales Tax Expenditure Plan Summary

PLAN BACKGROUND

Transportation projects in Marin County are funded in a variety of ways, including grants from federal and state government, local shares of federal and state gas taxes and vehicle fees, toll bridge funds, and Marin's transportation sales tax (see Appendix A for a glossary of terms). Without a dedicated source of local transportation funds, Marin will be eligible for only a fraction of this outside funding. The local sales tax up for consideration of renewal provides most of the funds needed for transportation - over 70% of all funds received. While federal funding has decreased in recent years, and state funds can be at risk, our voter approved local transportation sales tax is a solid source dedicated to Marin, and has enabled Marin to continue to move forward on many key transportation initiatives.

- Marin is one of 24 counties statewide that has passed a sales tax for transportation purposes.
- Eight of the nine Bay Area counties have enacted comparable sales tax measures for transportation.
- Marin currently generates over \$25 million annually from its half-cent sales tax.

Since its 2004 voter approval, the Measure A transportation sales tax has funded several significant transportation improvement projects. These include:

- The final three miles of a 20-mile carpool lane on Highway 101.
- Substantially increasing local transit service.
- Placement of over 85 school crossing guards.
- Maintaining and rehabilitating hundreds of miles of roadways in Marin.
- Completing over 50 Safe Routes to School infrastructure projects.

TAM's Mission

TAM is dedicated to making the most of Marin County transportation dollars and creating an efficient and effective transportation system that promotes mobility and accessibility by providing a variety of high quality transportation options to all users.

While there can be little doubt about the success of the current transportation sales tax, the measure will sunset on March 31, 2025. If not renewed, the revenues from the existing tax measure will not be able to address ongoing core transportation needs in its final years. TAM and its local jurisdiction members will not be able to use the remaining funds to identify and respond to new and changing priorities in Marin. Without stable local funding dedicated to transportation, the county will not be able to provide the matching funds necessary to accelerate and complete major congestion relief projects. This is increasingly essential as Marin residents and commuters require more mobility from our infrastructure.

A majority of all trips originating in Marin County are made in private vehicles on roads built to standards established decades ago. While our aging transportation infrastructure is overburdened, our demand for travel continues to increase. There is no single solution to our transportation needs.

The Expenditure Plan outlines a program to extend the existing half-cent transportation sales tax in Marin. It provides both a high degree of accountability, and the flexibility needed to respond to emerging transportation issues over a 30-year period. By extending the sales tax and reconfiguring the Expenditure Plan, Marin can continue to serve the needs of its residents without increasing taxes.

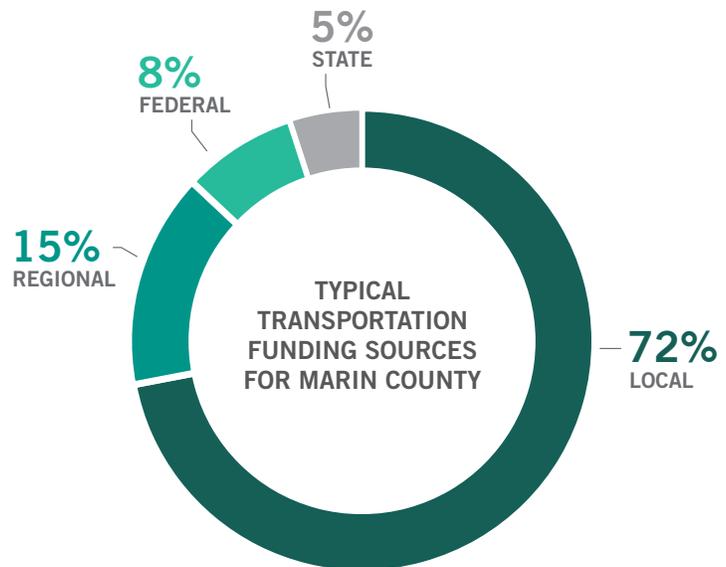
This half-cent transportation sales tax is expected to generate an estimated \$27 million in its first year and approximately \$872 million over 30 years. The renewed sales tax attracts funds from federal, state, and regional revenue sources, and fully funds programs serving local needs that cannot be funded any other way. This sale tax renewal is critical to meeting our near-term needs and planning for our long-term solutions. The measure will ensure a source of local matching funds that will qualify essential local projects for millions of dollars in state and regional matching funds. Most important, dedicated local funding will enable Marin to set our own priorities for transportation projects.

A local revenue source is absolutely essential to Marin's ability to maintain core services while addressing new needs as well. In a typical year, local revenue provides over 70% of the cost of local transportation projects and programs. Figure 2 illustrates a typical year of funding sources for transportation in Marin.

Strict accountability and performance measures ensure delivery

- Established by the 2004 sales tax measure, the Citizens' Oversight Committee (COC) is responsible for reviewing the transportation sales tax expenditures. The COC is comprised exclusively of Marin residents

Figure 2 Typical Transportation Funding Sources for Marin County



who do not have a conflict of interest with respect to the transportation sales tax. The committee holds public meetings, oversees an independent audit of TAM's sales tax expenditures, and issues annual reports to ensure sales tax funds are being spent in accordance with the Expenditure Plan.

- For the past 14 years, TAM has maintained an open and public meeting process. TAM ensures adequate public participation in the preparation of the measure's funding allocations. TAM works with the COC to employ an independent auditor to audit all sales tax expenditures to ensure that expenditures are made in accordance with the sales tax renewal plan. This new Expenditure Plan maintains the same approach to accountability for maximum transparency and oversight.
- All funds generated by the sales tax can only be applied to transportation improvements that will benefit Marin's local cities, towns, and the county. They must be used for specified transportation projects and programs under the Expenditure Plan.

Funds are spent locally

- The revenue generated through this transportation sales tax will be spent exclusively on projects and programs that will benefit Marin.
- All the projects and programs included in this Expenditure Plan provide essential transportation infrastructure and services in Marin.

Developed with robust public involvement

The goals and strategies in this Transportation Sales Tax Renewal Expenditure Plan represent the culmination of months of planning and extensive input from the public, key stakeholders, and cities and towns throughout the county. TAM engaged an Expenditure Plan Advisory Committee (EPAC) and held nine meetings with the committee in the summer and fall of 2017 to evaluate existing needs, develop a draft expenditure plan to define specific transportation projects and programs, and provide guidance on the final plan. The EPAC was comprised of a diverse array of stakeholders from throughout Marin. They represent business organizations, labor groups, environmental sustainability organizations, senior and disability advocacy groups, community-based organizations, social justice advocates, bicycling advocates, and include general representation from all major geographic areas of the county (see Appendix B for a list of the 2017 EPAC Members).

The EPAC established a 30-year vision to improve mobility and reduce local congestion throughout the county. The EPAC established a plan that:

- Provides revenue for Marin County's long-term transportation needs and vision.
- Improves mobility and reduces congestion.
- Supports an efficient and effective transportation system that protects and sustains Marin County's natural

environment and unique quality of life.

- Provides equity for all users, including our vulnerable populations, and grows Marin County's economy for its residents, visitors, and workforce.

Marin's leadership in considering all modes of transportation serves as a building block toward achieving this vision and reflects the local plans and goals of Marin's towns and cities, transit providers, business community, schools, and residents.

TAM also solicited input from all local jurisdictions in Marin. The County of Marin and all the cities and towns each had an opportunity to review and comment on the draft Expenditure Plan.

PLAN COMPONENTS

The Expenditure Plan is organized around four categories or strategies designed to meet the current needs of our businesses and residents, while protecting the environment and ensuring the high quality of life enjoyed in Marin. Each category is supported by specific programs that have been designed to provide a high degree of accountability to voters. The revenue generated by a sales tax is variable and dependent on the health of the economy. Recognizing that fact, each program has been apportioned a percentage of receipts. An estimated dollar amount over the 30-year life of the tax is also provided. As receipts increase or decrease, the amounts allocated to each program may fluctuate. The overall percentage will be maintained.

The four categories outlined in Figure 3 will help achieve Expenditure Plan goals: Providing congestion relief and enhancing mobility, improving infrastructure, and providing diverse choices for all travel modes to benefit the environment and our community.

Figure 3 Expenditure Plan Categories and Funding Breakdown

GOAL: Reduce congestion and reduce greenhouse gas emissions, maintain and improve local transportation infrastructure, and provide high quality transportation options for people of all ages who live, work, and travel in Marin County.		
IMPLEMENTATION CATEGORY	% OF SALES TAX FUNDS ALLOCATION	EST. 30-YEAR REVENUE (MILLIONS)
1. Reduce congestion on Highway 101 and adjacent roadways by leveraging non-local funds to accelerate completion of key multimodal projects.	7.0%	\$57.9
Provide local matching funds to accelerate the completion of the Marin Sonoma Narrows, to complete the 17-mile carpool lane and multi-use pathway facilities.	1.5%	\$12.4
Provide local matching funds to accelerate the completion of the Northbound Highway 101/ Eastbound I-580 Direct Connector, including the development of local enhancements to reduce impacts and enhance the facility for all users.	2.0%	\$16.5
Improve Highway 101 local interchanges and freeway access routes to reduce congestion, improve local traffic flow, and address flooding impacts throughout the county.	3.0%	\$24.8
Implement commute alternatives and trip reduction strategies to decrease Single Occupant Vehicle (SOV) trips, increase shared mobility, and reduce peak hour congestion throughout the county.	0.5%	\$4.1
2. Maintain, improve, and manage Marin's local transportation infrastructure, including roads, bikeways, sidewalks, and pathways to create a well-maintained and resilient transportation system.	26.5%	\$219.2
Maintain and manage local roads to provide safe and well-maintained streets for all users. All investments will consider the needs of all users in accordance with local practices (i.e. "Complete Streets" practices) that have been adopted in each city, town, and the County. Improvements to maximize the efficiency, effectiveness, and resiliency of our transportation system to be determined by local jurisdictions and may include: <ul style="list-style-type: none"> • Paving and repair to roadways, drainage, sidewalks and intersections • Bike lanes and paths • Safe pathways to transit and bus stop improvements • System enhancements to accommodate new technologies such as signal coordination, real time information • Investments to address congestion on local street and road corridors • Facilities and support including project management, technical services and outreach to support alternative fuel vehicles, electric vehicles, zero emission vehicles and autonomous vehicles • Municipal fleet conversion to alternative fuel vehicles including electric vehicles • Improvements to address sea level rise and flooding on local streets 	22.0%	\$181.9
Provide safe pathways for safe walking and biking access to schools.	3.0%	\$24.8
Develop projects to address and mitigate transportation impacts from sea level rise, including facilities to support alternative fuel vehicles including electric vehicles.	1.0%	\$8.3
Support operational improvements to local streets and roads through innovative technology.	0.5%	\$4.1

GOAL: Reduce congestion and reduce greenhouse gas emissions, maintain and improve local transportation infrastructure, and provide high quality transportation options for people of all ages who live, work, and travel in Marin County.

IMPLEMENTATION CATEGORY	% OF SALES TAX FUNDS ALLOCATION	EST. 30-YEAR REVENUE ALLOCATION (MILLIONS)
3. Reduce school-related congestion and provide safer access to schools.	11.5%	\$95.1
Maintain the Safe Routes to Schools program.	3.5%	\$28.9
Expand the crossing guard program, providing funding for up to approximately 96 crossing guards throughout Marin County.	7.0%	\$57.9
Capital funding for small school safety related projects.	1.0%	\$8.3
4. Maintain and expand efficient and effective local transit services in Marin County, including services to schools and specialized service for seniors and persons with disabilities, to reduce congestion and meet community needs.	55.0%	\$454.9
Maintain and improve existing levels of bus transit service in areas that can support productive fixed-route service throughout Marin County. <ul style="list-style-type: none"> • Maintain a network of high productivity bus service in high volume corridors • Expand first and last mile transit services for residents and workers • Provide innovative services in communities that may not support traditional fixed-route service • Enhance public safety through Marin Transit's role in providing emergency mobility in the face of natural disaster • Provide funding for the Muir Woods Shuttle System 	33.0%	\$272.9
Maintain and expand the rural and recreational bus services including the West Marin Stagecoach.	3.0%	\$24.8
Maintain and expand transit services and programs for those with special needs – seniors and persons with disabilities including those who are low-income.	9.5%	\$78.6
Provide transit services to schools in Marin County to reduce local congestion. <ul style="list-style-type: none"> • Provide yellow bus services in partnership with local schools and parent organizations • Provide transit routes to schools along high performing corridors 	5.0%	\$41.4
Invest in bus transit facilities for a clean and efficient transit system. <ul style="list-style-type: none"> • Provide matching funds for the purchase of the green transit fleet including alternative fuel vehicles and electric vehicles • Support the role of Marin Transit in development of a renewed/relocated Bettini Bus Hub • Support the development of a local bus maintenance facility • Improve passenger amenities at bus stops, including real-time transit information 	4.0%	\$33.1
Expand access to ferries and regional transit, managed by Golden Gate Transit. <ul style="list-style-type: none"> • Expand and maintain connecting ferry shuttle services to address first and last mile connections • Expand and maintain remote parking locations and other strategies to expand regional transit access for Marin's residents and commuters • Expand first and last mile access to regional transit services for access to jobs in Marin County 	0.5%	\$4.1
TOTAL	100.0%	\$827.0



Local transit service provider Marin Transit can transition its bus service over a 1-2 year period to conform with the new priorities as outlined above.

PLAN IMPLEMENTATION

If Measure A Renewal is passed, this Transportation Sales Tax Renewal Expenditure Plan will be managed by TAM, established in 2004 to plan, finance, and oversee implementation of transportation projects and programs in Marin County. TAM is governed by a board with representatives from each of the cities and towns in Marin County, as well as all five members of the County Board of Supervisors with all meetings held in an open and public meeting process. As with the 2004 sales tax, the Citizens' Oversight Committee (COC), will oversee the Expenditure Plan's implementation and report its findings directly to the public.

03

Marin County 30-Year Transportation Sales Tax Expenditure Plan Details

The Expenditure Plan is organized around four categories designed to protect the environment and quality of life enjoyed in Marin County. Each category is supported by specific programs that have been designed to provide a high degree of accountability to voters. Recognizing that the revenue generated by a sales tax is variable and dependent on the health of the economy, each program has been apportioned a percentage of receipts. An estimated dollar amount over the 30-year life of the tax is also provided. As receipts increase or decrease, the dollar amounts allocated to each program may fluctuate, but the specific percentage will be maintained.

The four categories outlined in Figure 3 will help achieve the goal of the Expenditure Plan by providing congestion relief and enhancing mobility, improving infrastructure, and providing diverse choices for all travel modes to benefit the environment and our community. The plan components substantially support greenhouse gas emission reduction to help Marin achieve its goals to address climate change and sea level rise. Over 75% of plan components support alternatives to driving.

Since Measure A was approved by voters in 2004, Marin County has:

- Created TAM for the purpose of administering the 2004 Marin County Transportation Sales Tax Expenditure Plan.
- Allocated over \$280 million in local infrastructure funds to cities, towns, and the county.
- Funded Marin Transit's local bus service, adding over 30 percent more service, including service for seniors, frequent service during commute hours, additional service to colleges, high schools, and yellow bus service to elementary schools.
- Opened the last three miles of Hwy 101 carpool lane and Lincoln Hill multi-use path through Central San Rafael.
- Completed funding for the high speed two-lane Southbound 101 to Eastbound I-580 connector, opened in 2009.
- Launched Crossing Guard Program, which has since expanded to 88 locations.
- Expanded the Safe Routes to School "Education and Encouragement" programs encouraging walking and biking to over 60 schools.
- Achieved over a 50% green trip rate to schools, reducing car trips and congestion.
- Completed Major Road Improvements:
 - 4th Street in San Rafael
 - Miller Avenue in Mill Valley
 - Sir Francis Drake in West Marin
- Completed over 50 Safe Pathways to Schools projects.



CATEGORY 1

REDUCE CONGESTION ON HIGHWAY 101 AND ADJACENT ROADWAYS BY LEVERAGING NON-LOCAL FUNDS TO ACCELERATE COMPLETION OF KEY MULTIMODAL PROJECTS.

What's new in this plan:

- Provides local matching funds to accelerate completion of the Marin Sonoma Narrows and Highway 101/I-580 Direct Connector
- Provides funding to improve operations and enhance safety at interchanges and access routes to and from Highway 101 throughout the county
- Dedicates funding for commute alternatives and trip reduction programs that reduce peak-hour congestion

Highway 101 is Marin's "Main Street." Over 90% of Marin residents live within five miles of Highway 101. Highway 101 in Marin County is one of the busiest traffic corridors in the Bay Area. Spillover traffic from this congested freeway impacts our cities, towns, and neighborhoods, whether or not we travel on the freeway.

This category will reduce congestion on Highway 101 and adjacent roadways by leveraging local funds to accelerate the completion of the Marin Sonoma Narrows and the Highway 101/I-580 Direct Connector and improve local interchanges and freeway access routes. It will also help to fund commute alternatives and trip reduction strategies throughout the county that provide alternatives and incentives for commuters who choose not to commute via single occupancy vehicles during peak hours.

Combined, these projects and programs will alleviate pinch-points in the county's overburdened freeway network, prevent spillover traffic into the county's residential and commercial neighborhoods, and provide alternative options for county commuters.

CATEGORY #1: REDUCE CONGESTION ON HIGHWAY 101 AND ADJACENT ROADWAYS BY LEVERAGING NON-LOCAL FUNDS TO ACCELERATE COMPLETION OF KEY MULTIMODAL PROJECTS.	% OF SALES TAX FUNDS	EST. 30-YEAR REVENUE (MILLIONS)
	7.0%	\$57.9
What can congestion relief funds be used for?		
Provide local matching funds to accelerate the completion of the Marin Sonoma Narrows, to reduce impacts and enhance the facility for all users.	1.5%	\$12.4
Provide local matching funds to accelerate the completion of the Highway 101/I-580 Direct Connector, including the development of local enhancements to reduce impacts and enhance the facility for all users.	2.0%	\$16.5
Improve Highway 101 local interchanges and freeway access routes to reduce congestion, improve local traffic flow, and address flooding impacts throughout the county.	3.0%	\$24.8
Implement commute alternatives and trip reduction strategies to decrease single occupant vehicle (SOV) trips, increase shared mobility, and reduce peak hour congestion throughout the county.	0.5%	\$4.1
TOTAL	7.0%	\$57.9



MARIN SONOMA NARROWS

These funds will be used by TAM to provide local matching funds to attract and leverage state, regional and federal funds to accelerate the completion of the Marin Sonoma Narrows, the “Narrows”. The Narrows is a section of Highway 101 that reduces from four lanes to two lanes in the northbound direction, causing significant congestion north of Novato, and the southbound direction causing significant congestion through Petaluma. The 17-mile corridor has made substantial progress, building new interchanges to address safety – allowing local landowners to access new frontage roads before entering Highway 101 at new interchanges. The project also constructs multi-use pathways for bicyclists and pedestrians, allowing safe travel. The addition of the last few miles of high occupancy vehicle (HOV) carpool lanes and multi-use pathways will increase person-throughput providing a connection of workers to the job centers in Marin. The completion of the HOV lanes and pathways will promote greenhouse gas emission reduction through shared rides and walk/bike alternatives, and will support transit. The funds in the local sales tax measure will allow TAM to complete design of the final phases of the project and get it shelf-ready for state and regional toll funds, which are scheduled to provide construction funding. The completion of the Narrows in Marin is being coordinated with the completion of the Narrows in Sonoma County as well.

HIGHWAY 101/ I-580 CONNECTOR

The entry to the Richmond San Rafael Bridge from Northbound Highway 101 and Sir Francis Drake in Marin is the only toll bridge entry in the entire Bay Area that requires users to travel through low speed, local road traffic signals, causing significant delays to Highway 101, to I-580 in Marin, and to local roads, especially those in San Rafael and Larkspur. With the opening of the new third lane eastbound on the Richmond San Rafael Bridge, it is critical that a new direct freeway-to-freeway connector be built that allows traffic from northbound Highway 101 to access the bridge in an efficient manner. Most importantly, the critical East Sir Francis Drake corridor through Larkspur Landing can then be utilized primarily for access to the upcoming southernmost SMART station, and access to the Golden Gate Ferry, along with supporting local commercial, business, and residential access. Regional trips will be relocated to the direct freeway-to-freeway connector to the north.

Proceeds from the renewed local sales tax will allow TAM to begin immediately the public outreach, the scoping, and the environmental studies necessary for building the connector. The funds will allow TAM to develop a project quickly that is shelf-ready for expected regional toll and state funds. These local funds, much as the Marin Sonoma Narrows, will attract millions of dollars in other funds, and are critical to “getting to the head of the line” to qualify for these state and regional funds.

ENHANCE LOCAL INTERCHANGES

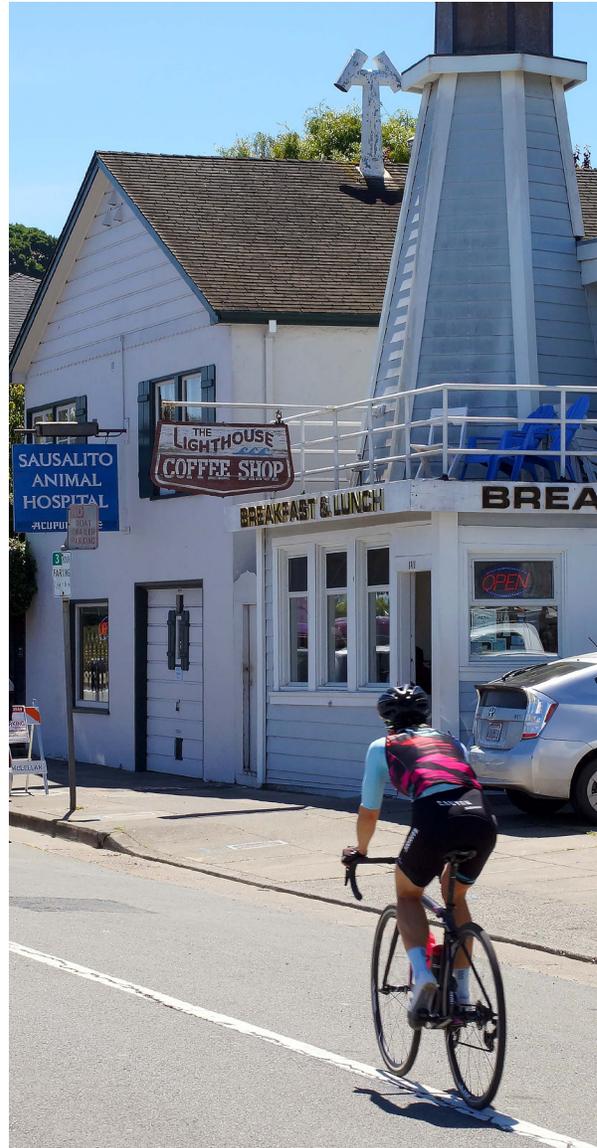
Accessing Highway 101 in Marin is a major source of congestion on local roads, which reduces the connectivity of communities across Marin. These funds would be used to attract regional, state, and federal funds for a program of improvements to local road interchanges. These improvements would improve the operation and safety of these interchanges for all users, allowing smoother travel to and from Highway 101 and local roads.

The funds provide seed money to perform the planning, the public outreach, and to develop the scope of improvements needed at these interchanges. The interchange planning would include recommended improvements for all users. The funds would address Highway 101 interchanges at a number of locations in Marin, which may include the eligible interchanges below:

- Tiburon Blvd / East Blithedale Ave
- Paradise Dr / Tamalpais Dr
- Sir Francis Drake Blvd
- San Rafael Onramp at 2nd Street and Heatherton Ave
- Merrydale Road / North San Pedro Rd
- Manuel T Freitas Parkway
- Lucas Valley / Smith Ranch Rd
- Ignacio Blvd
- San Marin Drive / Atherton Ave
- Sausalito / Marin City
- Alexander Ave

IMPLEMENT COMMUTE ALTERNATIVES AND TRIP REDUCTION STRATEGIES

Commute alternatives and trip reduction strategies encourage residents, employees, and visitors to use more environmentally friendly and efficient modes, with an emphasis on transit, bicycle riding, walking, and shared rides.



Supporting first and last mile connections to transit through innovative approaches can also support congestion reduction and remove the need for vehicle ownership. Existing successful programs can be sustained with these funds, such as TAM's Vanpool Incentive Program, Emergency Ride Home Program, and Employer Telecommute initiative. New programs can be developed to reduce the need for vehicle ownership as well, such as a continuation of TAM's Lyft ridesharing incentive pilot for first/last mile access to major transit hubs; carsharing and bike-sharing support; and shared mobility programs.



CATEGORY 2

MAINTAIN, IMPROVE, AND MANAGE MARIN’S LOCAL TRANSPORTATION INFRASTRUCTURE, INCLUDING ROADWAYS, BIKEWAYS, SIDEWALKS, AND PATHWAYS.

Every trip begins or ends on a local road. Pedestrians, bicyclists, bus passengers, and drivers of all types depend on a well-maintained and effective local roadway network that serves travel both within and between communities.

What’s new in this plan:

- Increases funding going to local jurisdictions for local priorities, almost doubling the \$60 million spent to date
- Improves transportation’s resiliency to flooding and sea level rise, especially as it relates to roads and related infrastructure, throughout the county
- Promotes innovative transportation investments with a priority to matching public and private funds
- Supports facilities for alternative fuel vehicles, including electric vehicles

CATEGORY #2: MAINTAIN, IMPROVE, AND MANAGE MARIN’S LOCAL TRANSPORTATION INFRASTRUCTURE, INCLUDING ROADS, BIKEWAYS, SIDEWALKS, AND PATHWAYS TO CREATE A WELL MAINTAINED AND RESILIENT TRANSPORTATION SYSTEM.	% OF SALES TAX FUNDS	EST. 30-YEAR REVENUE (MILLIONS)
What can transportation infrastructure funds be used for?	26.5%	\$219.2
Maintain and manage local roads to provide safe and well-maintained streets for all users. All investments will consider the needs of all users in accordance with local practices (i.e. “Complete Streets” practices) that have been adopted in each city, town, and the County. Improvements to maximize the efficiency, effectiveness, and resiliency of our transportation system to be determined by local jurisdictions and may include: <ul style="list-style-type: none"> • Paving and repair to roadways, drainage, sidewalks and intersections • Bike lanes and paths • Safe pathways to transit and bus stop improvements • System enhancements to accommodate new technologies such as signal coordination, real time information • Investments to address congestion on local street and road corridors • Facilities and support including project management, technical services and outreach to support alternative fuel vehicles, electric vehicles, zero emission vehicles and autonomous vehicles • Municipal fleet conversion to alternative fuel vehicles including electric vehicles 	22.0%	\$181.9
Provide safe pathways for safe walking and biking access to schools.	3.0%	\$24.8
Develop projects to address and mitigate transportation impacts from sea level rise, including facilities to support alternative fuel vehicles including electric vehicles.	1.0%	\$8.3
Support operational improvements to local streets and roads through innovative technology.	0.5%	\$4.1
TOTAL	26.5%	\$219.2

MAINTAIN AND MANAGE LOCAL ROADS

Local roads are the largest single public investment in the county. Without a well-designed and maintained local roadway system, there are limited opportunities to deliver people and goods to places of work and home, provide adequate bus service or to connect bikeways and pedestrian pathways through the county. This category will accelerate our local jurisdictions' recent progress repaving, reconstruction, redesigning, and managing local roads, and providing safe and connected bicycle and pedestrian paths to schools, major transit hubs, and other destinations throughout the county. The category will also launch new transportation infrastructure projects that promote resiliency and innovation, particularly projects that tackle flooding and sea level rise and enhance transportation technologies such as electric and autonomous vehicles, smart traffic signals and real-time transit information. The goal of the projects included in this category is to minimize traffic conflicts and improve operations and traffic flow for all people and transportation modes using the roadway. The program is designed to improve mobility for all road users, including those who drive, bicycle, walk, and take public transit.

The need for a prolonged and consistent funding stream for local road projects is clear. A recent study completed by the Metropolitan Transportation Commission (MTC) projects that Marin County will have a shortfall of \$890 million over the next 25 years for maintenance of existing roadways. This anticipated shortfall accounts for existing local funds from bonds and other measures, such as the recently implemented State Gas Tax (SB1). Even with the availability of these funds, there is still a need for local funding sources to address the maintenance and repair of local roads and sidewalks, many of which have pavement conditions that have declined over the last 10 years. Failing to maintain our roads now will be even more costly later, as roadway conditions deteriorate and

cost more to maintain. Our road investment will support all transportation modes.

Funded projects must consider the needs of all roadway users. Local jurisdictions, as project sponsors, will be encouraged to coordinate with adjacent jurisdictions to maximize economic efficiency and minimize construction impacts. The goal is to develop a comprehensive plan for improving critical roadways at the time an investment is made. Where feasible, locally defined bicycle and pedestrian projects will be implemented in conjunction with other roadway improvements.

Funds utilized are eligible to be spent on the following:

- Paving, reconstruction, and repair to roadways, including drainage, lighting, landscaping and other roadways system components.
- Sidewalks, bikeways, and multi-use pathways.
- Safe pathways to transit and bus stop improvements.
- System enhancements to accommodate new technologies such as signal coordination and real time information.
- Facilities to support alternative fuel vehicles, including electric vehicles and autonomous vehicles.

Local Jurisdictions will provide an Annual Report on expenditures, indicating the use of funds, any carry-over funds and their intended use. The Annual Report will include the amount spent that year, total estimated project costs, total expenditures to date and a brief description including photos, locations, and benefits of the projects. A breakdown of expenditures by travel mode share is to be included in the report.

SAFE PATHWAYS

Safety-related projects funded through this measure would also include school-related projects such as Safe Pathways to Schools. Safe Pathways is the capital improvement element



of the Safe Routes to Schools program. Where the Safe Routes program identifies circulation improvements needed for safe access to schools, the Safe Pathways program provides funding for the engineering, environmental clearance, and construction of pathway and sidewalk improvements in all Marin County communities, including safety improvements at street crossings. Safe Pathway projects have historically attracted matching funds from other sources, and may be used in combination with road funds to accelerate pathway improvements in school areas. Although Safe Pathways projects target improvements around schools, they benefit the entire community, creating a safe network of bicycle and pedestrian facilities, enhancing safety, and reducing local congestion. Safe Pathways funds shall be available to local jurisdictions and will be distributed on a competitive basis to jurisdictions following a Call for Projects managed by TAM.

SEA LEVEL RISE AND RESILIENCY

Marin's transportation infrastructure is sited along vulnerable bay frontage that is at increasing risk of flooding and erosion from sea level rise and king tide events. This funding would be utilized to support protecting and adapting Marin's roadways and related infrastructure to the effects of sea level rise and flooding. These

funds can be used to serve as seed money to find solutions, attract matching grants and leverage private investments to meet the challenges and vulnerabilities identified in numerous planning efforts including those of Bay Wave, and CSMART. The funds can also be utilized for facilities to support alternative fuel vehicles including electric vehicles. Sea Level Rise and Resiliency funds shall be available to eligible recipients including local jurisdictions and will be distributed on a competitive basis following a Call for Projects managed by TAM.

INNOVATIVE TECHNOLOGY

With changes occurring to the transportation world from autonomous vehicles and shared mobility services like Uber and Lyft, this program would provide funding for innovative transportation improvements. Funds locally can create opportunities for matching funds, particularly from both public grants and private investment. Funds could be used to prepare our roadways for the transportation needs of the future. Investments can include a variety of elements, including adaptive signal systems, autonomous vehicle corridors, and smart roadway infrastructure. Innovative Technology funds shall be available to local jurisdictions and will be distributed on a competitive basis following a Call for Projects managed by TAM.



CATEGORY 3

REDUCE SCHOOL RELATED CONGESTION AND PROVIDE SAFER ACCESS TO SCHOOLS.

In Marin County, school-related trips have a significant impact on traffic congestion. Along key roadways peripheral to schools, automobile traffic attributable to school trips comprise anywhere between 15 and 30 percent during the weekday a.m. peak period. Since implementation of the Safe Routes to Schools program, traffic in the vicinity of participating schools has decreased. Everyone who travels in Marin County recognizes how much lighter traffic is on days when our kids are out of school even when it is not a common day off for workers.

Student drop-off and pick-up trips create severe local congestion at arrival and dismissal times, while also decreasing safety for those who walk and bike to school. Reducing single student vehicle trips to schools will have the immediate benefit of reducing congestion, as well as long-term benefits to the health of students and families, and the creation of lifelong sustainable habits.

This category will save more than 20 crossing guards that cannot be funded with the current measure and will expand the crossing guard program to a total of 96 guarded locations. It will maintain the Safe Routes to School education and encouragement programs at over 60 schools in Marin. Finally, an increase in Safe Pathways funds will provide a steady source of funding for safety-related improvements around schools, including small projects that can be implemented quickly to address priority needs. Note school bus service is funded in the Transit funding category provided in the Measure, not the Safe Routes to Schools program.

What's new in this plan:

- Keeps in place over 20 crossing guards that would otherwise be cut in 2019 due to rising costs
- Expands the Crossing Guard Program from 88 sites to approximately 96 sites
- Establishes a new category of investment – small safety-related projects around schools
- Keeps the high quality education and encouragement programs in our schools-maintaining the over 50% green trip rate in our over 60 participating schools
- Sustains all aspects of our vital Safe Routes to Schools program

CATEGORY #3: REDUCE SCHOOL RELATED CONGESTION AND PROVIDE SAFER ACCESS TO SCHOOLS.	% OF SALES TAX FUNDS	EST. 30-YEAR REVENUE (MILLIONS)
	11.5%	\$95.1
What can school access funds be used for?		
Maintain the Safe Routes to Schools program.	3.5%	\$28.9
Expand the crossing guard program, providing funding for up to approximately 96 crossing guards throughout Marin County.	7%	\$57.9
Capital funding for small safety related projects.	1.0%	\$8.3
TOTAL	11.0%	\$95.1

SAFE ROUTES TO SCHOOLS

Safe Routes to Schools (SR2S) is a proven program designed to reduce local congestion around schools while instilling healthy and sustainable habits in our young people. The program includes several components including classroom education, special events, and incentives for choosing alternative modes to schools, as well as technical assistance to identify and remove the barriers to walking, biking, carpooling, or taking transit to school. The program, which is currently managed by TAM is in its 18th year of operation and has proven its ability to increase alternative mode use to schools, with over 60 participating schools, and an average of over 50% green trips – walking, biking, and taking transit – to and from participating schools.

The Measure A transportation sales tax has been the primary source of funding for Safe Routes to Schools since 2004. The sales tax extension will provide revenue for the successful Safe Routes program to continue expanding across Marin County.

SCHOOL CROSSING GUARDS

One of the greatest barriers to using alternative modes to schools is the difficulty of crossing Marin's busiest streets. Even with infrastructure improvements, parents are reluctant to allow their children to walk or bike to school if they must cross a busy street. While some schools operate volunteer crossing guard programs, experience suggests that this is not a reasonable long-term strategy, as volunteers can be difficult to maintain. Since county voters approved the 2004 transportation sales tax, TAM has expanded its crossing guard program to 88 locations throughout the county. These services are contracted to a professional company that specializes in crossing guard programs to ensure that there are well-trained crossing guards with back-ups for every critical intersection, and the program is professionally managed with low risk and liability.



The crossing guard program has become a central feature of Marin's school safety efforts, but program funding is at risk without a new funding source. The implementation of the Sales Tax Renewal Expenditure Plan will enable TAM to keep from having to cut over 20 guards in 2019 due to rising costs. The new funding will allow the program to increase from 88 crossings guarded, to 96 locations beginning in 2019. The intersections will be prioritized by Marin Public Works Directors and approved by TAM.

SMALL SAFE PATHWAYS PROJECTS AND SAFETY-RELATED PROJECTS

Safety-related projects funded through this measure will also include smaller safety and programmatic projects not covered by category 2, Safe Pathways to Schools. Small-scale safety improvement devices that may not compete for larger grant programs such as signal upgrades, rectangular rapid flashing beacons, and other flexible technology improvements would be included in this program. Small Safe Pathways funds will be available to local jurisdictions and will be distributed on a competitive basis following a call for projects managed by TAM.



What's new in this plan:

- Continues Marin County's commitment to local transit, including local bus, rural, and recreational services
- Enables Marin Transit to enter into longer-term contracts with a dedicated source of funding over an extended period to increase stability
- Expands specialized services for seniors and people with disabilities, to address the growing transportation needs of Marin's aging population
- Dedicates specific funding for school bus and school related transit services for the first time
- Dedicates funding for connections to Golden Gate Transit's regional transit services for the first time
- Continues the commitment to a green transit fleet including alternative fuel vehicles, electric vehicle infrastructure, and enhanced facilities for transit users

CATEGORY 4

MAINTAIN AND EXPAND EFFICIENT AND EFFECTIVE LOCAL TRANSIT SERVICES IN MARIN COUNTY TO REDUCE CONGESTION AND MEET COMMUNITY NEEDS, INCLUDING SERVICES TO SCHOOLS AND SPECIALIZED SERVICE FOR SENIORS AND PERSONS WITH DISABILITIES, TO REDUCE CONGESTION AND MEET COMMUNITY NEEDS.

As we attempt to mitigate congestion on our roads and freeways, and reduce greenhouse gas emissions in our communities, we must continue to support diverse, efficient, and sustainable transportation options. Marin's transportation goals extend beyond the necessity of congestion relief to include options that promote mobility and maintain the quality of life that residents of Marin County currently enjoy. This category contains a variety of transit programs that work together with the other Expenditure Plan strategies to develop sustainable and responsive alternatives to driving for a variety of trip purposes in Marin. It provides Marin with an efficient transit system that reduces greenhouse gas emissions and meets the needs of those who travel between and within the county's many communities.

This local sales tax measure provides the only dedicated source of funds for local public transit services in Marin County. Marin Transit will plan and implement services that are tailored to the needs of Marin's workers and residents. These funds dramatically increase the county's opportunities to match or leverage state and federal funding sources to maintain and further enhance local transit service. Marin Transit will work with the public, and Marin's cities and towns, to design and deliver a range of services. Transit services will be designed to further reduce greenhouse gas emissions and deploy smaller, cleaner vehicles that reflect the needs of our neighborhoods.

To respond to changes in demand for bus transit services over the Expenditure Plan's 30-year life, Marin Transit will continue to update its Short Range Transit Plan (SRTP) every two years, with significant opportunities for public input. The SRTP enables the measuring of the effectiveness of bus transit investments and helps to envision and plan for future transit services. Marin Transit will provide updated performance data to TAM annually and for use in developing local climate action plans and greenhouse gas reduction strategies.

CATEGORY #4: MAINTAIN AND EXPAND EFFICIENT AND EFFECTIVE LOCAL TRANSIT SERVICES IN MARIN COUNTY TO REDUCE CONGESTION AND MEET COMMUNITY NEEDS. THIS INITIATIVE INCLUDES FUNDING FOR A VARIETY OF LOCAL TRANSIT SERVICES FOR MOBILITY AND CONGESTION RELIEF, SPECIALIZED SERVICES FOR SENIORS AND PERSONS WITH DISABILITIES, SCHOOL BUS SERVICES TO RELIEVE LOCAL CONGESTION, AND CONNECTIONS TO REGIONAL TRANSIT TO REDUCE PEAK VEHICLE DEMAND.	% OF SALES TAX FUNDS	EST. 30-YEAR REVENUE (MILLIONS)
What can local bus transit funds be used for?		
Maintain and improve existing levels of bus transit service in areas that can support productive fixed-route service throughout Marin County. <ul style="list-style-type: none"> • Maintain a network of high productivity of bus service in high volume corridors • Expand first and last mile transit services for residents and workers • Provide innovative services in communities that may not support traditional fixed-route service • Enhance public safety through Marin Transit's role in providing emergency mobility in the face of natural disaster • Provide funding for the Muir Woods Shuttle System 	33.0%	\$272.9
Maintain and expand the rural and recreational bus services including the West Marin Stage-coach.	3.0%	\$24.8
Maintain and expand transit services and programs for those with special needs – seniors, and persons with disabilities, including those who are low-income.	9.5%	\$78.6
Provide transit services to schools in Marin County to reduce local congestion. <ul style="list-style-type: none"> • Provide yellow bus services in partnership with local schools and parent organizations • Provide transit routes to schools along high performing corridors 	5.0%	\$41.4
Invest in bus transit facilities for a clean and efficient transit system. <ul style="list-style-type: none"> • Provide matching funds for the purchase of a green transit fleet including alternative fuel and electric vehicles • Support Marin Transit's role in the development of a renewed/relocated Bettini Transit Center • Support the development of a local bus maintenance facility • Improve passenger amenities at bus stops, including real-time transit information 	4.0%	\$33.1
Expand access to ferries and regional transit, managed by Golden Gate Transit. <ul style="list-style-type: none"> • Expand and maintain connecting ferry shuttle services to address first and last mile connections • Expand and maintain remote parking locations and other strategies to expand regional transit access for Marin's residents and commuters • Expand first and last mile access to regional transit services for access to jobs in Marin County 	0.5%	\$4.1
TOTAL	55.0%	\$454.9

MAINTAIN AND IMPROVE EXISTING LEVELS OF BUS TRANSIT SERVICE

The Expenditure Plan will renew and expand Marin's local bus transit service funding to ensure that service levels are maintained and increased in the long term, with focus on the leveraging of other funds. This program provides the county with the necessary financial independence to ensure that local bus transit

service supports countywide goals for enhanced mobility and to meet the needs of residents and workers both now and in the future.

To maximize the effectiveness of Marin County's transit dollars, Marin Transit regularly develops a short-range outlook, called the SRTP, which is updated every two years. The SRTP is a 10-year service plan and financial outlook, with the most recent plan for the 2018 to 2027 period.

The SRTP planning process will provide several opportunities for public input from all areas of the county, enabling Marin to strategically target transit investments over the 30-year life of the Expenditure Plan. All transit investments will be evaluated based on an analysis of a consistent set of performance-based criteria to ensure that funds are spent where they will provide the greatest benefit. Marin Transit adopts the final local SRTP in a public hearing prior to sending the plan to TAM, which approves the SRTP in a public forum.

This category will provide funding to maintain and improve intercommunity bus transit service and service along major bus transit corridors throughout Marin County. Marin Transit operates a number of bus transit corridors that have frequent service and boast high ridership numbers at peak hours. These include:

- All day services in the Canal – downtown San Rafael – Marin City corridor.
- Services between San Rafael and San Anselmo.
- Services to local colleges.
- Peak period services to major employers in Novato, San Rafael, and other locations.

While frequent service is critical along major corridors, there are transit markets and communities within Marin County that may be better served with smaller transit vehicles or on demand services. The Short Range Transit Plan will plan for micro transit, on-demand services, or small buses and community-based shuttles to address specific markets in Marin's less urban areas. The West Marin Stagecoach is an example of a transportation system developed at the grassroots level that has exceeded expectations. This success can be replicated in other areas in Marin. Each community will have the opportunity to work with Marin Transit to define their highest priority local transit needs and to identify potential solutions such as shuttles or on-demand services using appropriately sized transit vehicles.

There are also programs that provide discounts to low-income riders to support mobility and access to jobs and basic services for those with no alternative.

Bus Transit Investments

Will be evaluated every two years through a transit planning process that includes extensive public input from all areas of the county. Transit investments will be prioritized based on an analysis of the following measurable performance criteria:

- **Fills a gap in the bus transit network**
- **Meets productivity standards**
based on passengers per hour
- **Meets cost effectiveness standards**
based on subsidy per trip
- **Relieves congestion** as
measured in total ridership
- **Provides seamless connections**
to regional service
- **Eliminates "pass ups"** or
overcrowding on existing routes
- **Promotes environmental justice**
based on demographic analysis
- **Attracts outside funding sources,**
including federal, state, and toll
revenue as well as other local funds

MAINTAIN AND EXPAND RURAL AND RECREATIONAL BUS SERVICES

Marin's rural and recreational bus services have proven remarkably successful in reducing congestion and improving mobility for Marin County residents and visitors. These are primarily the West Marin Stagecoach and the Muir Woods Shuttle. What were once small pilot programs have become essential transportation services with constantly growing ridership. Despite the

success of these services, there is limited funding available for them beyond the lifespan of the existing transportation sales tax. Renewing the sales tax will maintain funding for these rural and recreational bus services.

MAINTAIN AND EXPAND TRANSIT SERVICES AND PROGRAMS FOR THOSE WITH SPECIAL NEEDS

Nearly everyone knows a senior or a person with a disability who needs help with his or her day-to-day mobility needs. The availability of a high-quality alternative to driving enhances safety on the roads, and the quality of life of people who depend on these services.

Marin Transit currently contracts with Whistlestop Wheels to provide specialized services for older adults and persons with disabilities. These services are essential to keep Marin's resident's mobile and independent as they get older.

Services for seniors and persons with disabilities are planned with the support of the Marin Mobility Consortium, which advises Marin Transit on the needs of these communities and receives public input from all areas of the county. With support of the 2004 sales tax, there have been many successful programs, including new shuttle services and scheduled group trips. Renewed funding will allow these innovations to continue and expand to serve Marin's aging population.

This program will also extend funding for low-income seniors and people with disabilities.

PROVIDE DEDICATED FUNDING FOR TRANSIT SERVICES TO SCHOOLS IN MARIN COUNTY TO REDUCE LOCAL CONGESTION

Safe Routes to Schools programs benefit students and families in close proximity to Marin schools by educating and encouraging walking and biking. Public transit and yellow school bus services provide service for students with longer trips to school. Despite recent improvements to school transportation services, many schools in Marin County are still insufficiently served by

school bus programs and public transit routes. The Expenditure Plan builds on the current school transportation program to help expand yellow school bus services in partnership with local schools and parent organizations, and expand and better coordinate public transit routes to schools.

Support for enhanced school-oriented bus services is also integral to this category. Marin Transit will continue to work with schools to time transit services to school bell times.

The school service category also provides ongoing assistance for our youth and the lowest income families who are unable to afford current transit fares. The youth discount program funded from this category works in tandem with other school enhancements to develop early and life-long transit riding habits.

INVEST IN BUS TRANSIT FACILITIES FOR A CLEAN AND EFFICIENT TRANSIT SYSTEM

Innovative bus transit operations will require an investment in vehicles and facilities. This will include funding for a green transit fleet, new bus transit hubs for efficient and safe transferring between routes, constructing a local bus maintenance facility, and new amenities at bus stops including real-time transit information.

Transitioning to a fleet of green transit vehicles will help the county reduce its carbon footprint and save costs in the long term, without compromising service. Deployment of green vehicles aligns with Marin County's values regarding environmental sustainability. Battery technology continues to improve, and costs of electric bus technology continue to decrease. Many Marin Transit routes are well suited to electric bus operations, with transit centers at one or both termini, and varied topography (regenerative braking and downhill power generation helps with battery charging).

Bus transit facilities investments will be prioritized to coordinate with transit service projects. High priority will be given to



opportunities to match or leverage funds to help transportation sales tax dollars go farther. Top among these are transit hubs, bus stop improvements, and a new bus maintenance facility. Bus stops will be redesigned with a variety of new amenities. These may include street furniture, shelter, landscaping, lighting, bus maps and schedules, and real-time information.

This category is intended to provide Marin County with an efficient transit system that fully meets the needs of those who need or wish to travel both between and within communities via bus or shuttle transit. Increasing support for mobility alternatives will provide options for those who either cannot or choose not to drive for all of their trips.

EXPAND ACCESS TO FERRIES AND REGIONAL TRANSIT

Marin County residents and workers now have expanded regional transportation options to improve regional mobility, particularly during commute hours. Local residents and workers often require first and last mile connections to

make these regional options accessible, including access to the ferry and express bus services. This category helps to expand and maintain connecting ferry shuttle services, remote parking locations adjacent to transit hubs, and other last mile solutions that provide regional access for Marin's residents and commuters.

Services on these corridors require larger buses to address capacity needs. They operate frequently to meet existing demand, attract riders, and make connections with regional bus services. Regional bus services on the Highway 101 corridor also provide essential transportation services to Marin residents and employees traveling locally within Marin County and regionally to Sonoma and to San Francisco.

The Sales Tax Renewal Expenditure Plan provides dedicated funding to improve access to regional bus and ferry service provided by the Golden Gate Bridge, Highway, and Transportation District. The funds are envisioned to support Golden Gate Transit in their regional transit efforts and are contingent on Golden Gate maintaining their bridge toll revenue that currently funds these regional services.

04

Transportation Sales Tax Governance and Organizational Structure

TRANSPORTATION AUTHORITY OF MARIN

This transportation sales tax is authorized under the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et. seq. In approving this tax, the voters will authorize that TAM be given the responsibility to collect and administer the tax proceeds. All monies raised by this sales tax will be available for expenditure only as identified in the Sales Tax Renewal Expenditure Plan. The makeup of TAM's governing board is as follows:

- All five members of the Marin County Board of Supervisors
- One representative from each of the 11 incorporated cities and towns in Marin County

All representatives to TAM's governing board are elected officials within Marin County. This composition provides a balance between the needs of the county as a whole and the priorities of individual cities, towns, and communities.

TAM was initially established for the purpose of authorizing and implementing the county's 2004 voter-approved transportation sales tax. TAM will continue this role in the authorization and implementation of this sales tax.

Once approved by Marin County voters, the duration of the Measure A Renewal tax will be 30 years from the initial year of collection, which

will begin on April 1, 2019. This new Expenditure Plan will replace the existing one. The new tax, at the same half-cent level, will essentially extend the existing tax to March 31, 2049. This new Expenditure Plan will also take effect April 1st, 2019, and will remain in place until March 31st, 2049, unless amended in accordance with requirements as stated later in this plan.

STAFFING AND ADMINISTRATION

TAM will hire the staff and professional assistance required to administer the proceeds of this tax and carry out the mission outlined in the Sales Tax Renewal Expenditure Plan. The total cost for administration and program management will not exceed 5% of the revenues generated by the transportation sales tax. Other administrative and operational costs are included in the 5% allowance. This is consistent with the current sales tax plan.

STRATEGIC PLAN FOR SALES TAX MEASURE

All of the categories included in this Expenditure Plan are considered essential for the transportation needs of Marin County. TAM will prepare an Annual Strategic Plan, which will identify the priorities for projects and the dates for project implementation based on project readiness, ability to generate matching or leveraged funds, need for borrowing and other relevant criteria. The Annual Strategic Plan must be approved by the TAM Board, following a noticed public hearing on the draft Annual Strategic Plan and a 30-day public comment period.

The allocation of funds described in this plan will be achieved over the life of the Expenditure Plan and may vary from year to year only as approved in the Annual Strategic Plan and only in such a way that the distribution will not change over the life of the plan, unless the plan is specifically amended.

If amendments occur in the Expenditure Plan, the obligation for payment established through

bonding or borrowing must fully be met as a priority. Bonding or borrowing could be considered for major projects including highway improvements or a major transit operations and maintenance facility.

BONDING, FINANCING, AND EXISTING CARRYOVER COMMITMENTS

With the renewed transportation sales tax revenues, TAM will have the ability to bond and use other financing mechanisms to expedite the delivery of transportation projects and programs. In TAM's Annual Strategic Plan any recommended financing strategy use of bonds, including estimated costs of issuance, potential ratings and repayment terms, will be provided and available for public comment before any bond sale is approved by the TAM Board.

TAM will set aside up to \$2.35 million annually to fund existing commitments to several major road projects and to the Richmond-San Rafael Bridge approaches (on East Sir Francis Drake and Bellam Boulevard). This Major Road Reserve will replace the Bond Debt Reserve identified in the original 2004 Measure A Sales Tax Expenditure Plan. This set-aside will occur for approximately 14 years, or until unallocated commitments as defined are met. Unallocated funding commitments to Major Roads projects by planning area are limited to the following programmed amounts: North - \$11.587 million, Central - \$12.522 million, South - \$1.897 million, Ross Valley - \$11.870 million, West - \$74,000. The unallocated funding commitment to the Richmond-San Rafael Bridge approaches is approximately \$3.8 million.

ACCOUNTABILITY

TAM's business will be conducted in an open and public meeting process. TAM will approve all programming and allocations of funds described in this document and will ensure that adequate public involvement has been included in the preparation of all spending plans. TAM will be required to hire an independent auditor who will

audit all sales tax expenditures, ensuring that expenditures are made in accordance with the Expenditure Plan, as overseen by the COC.

TAM will be guided by an Administrative Code covering all aspects of its operation.

Citizens' Oversight Committee

The COC created in 2004 will be continued. The COC reports directly to the public and is charged with reviewing all of TAM's expenditures. The committee is responsible for the following tasks:

- The committee holds public hearings and issues reports, on at least an annual basis, to inform Marin County residents how funds are being spent. The hearings are open to the public and held in compliance with the Brown Act, California's open meeting law. Information announcing the hearings is well-publicized and posted in advance.
- The committee has full access to TAM's independent auditor whose work they oversee. The committee has the authority to request and review specific information and to comment on the auditor's reports.
- The committee publishes an annual report. Copies of these documents are made widely available to the public at large.

The COC is designed to reflect the diversity of the county. The committee consists of 12 members. Each organization represented on the COC nominates its representative, with final appointments approved by TAM's governing board. Membership is as follows:

- One member is selected from each of the five planning areas in Marin County by TAM Board members representing that area (Northern Marin, Central Marin, Ross Valley, Southern Marin, and West Marin). (Totaling 5 members)
- Seven members are selected to reflect a balance of viewpoints across the county. These members are nominated by their respective organizations and appointed by TAM's Board, as follows:

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- One representative from a taxpayer group
- One representative from the environmental organizations of Marin County
- One representative from a major Marin employer
- One representative from the Paratransit Coordinating Council representing seniors and persons with disabilities
- One representative from the League of Women Voters
- One representative from an advocacy group representing bicyclists and pedestrians
- One representative from a school district

AMENDMENTS TO THE EXPENDITURE PLAN

The Expenditure Plan must be reviewed every six years following passage to ensure that it responds to a rapidly evolving transportation landscape, incorporates innovations, and reflects current priorities. The TAM Board may also consider an amendment, adhering to the process below, at the point of the six year review or at any time deemed necessary during the life of the Expenditure Plan. The TAM Board cannot increase the sales tax through an amendment process; any increase in the level of tax must be approved by voters. The TAM Board cannot amend the plan to include prohibited categories including funds to extend or operate SMART, to support parks and open space, or to fund the planning, construction, or renovation of housing. The TAM Board Amendments must continue to fulfill obligations for long-term contracts, bonding and financing; any such amendments will be subordinate to any sales tax lien against any bond issuance.

To modify this Expenditure Plan, an amendment must be approved by a two-thirds majority of the total commissioners on TAM's Board, a noticed public hearing and a 45-day public comment period. Following the two-thirds vote, any plan amendment will be submitted to each of the cities and towns in Marin County and to the Board of Supervisors for their approval. Amending the Expenditure Plan will require a majority vote of 50+% of the cities or towns representing 50+% of the incorporated population, as well as a majority vote of the Board of Supervisors.





05

Implementing Guidelines

This Expenditure Plan is guided by principles that ensure that the revenue generated by the transportation sales tax is spent in the most efficient and effective manner possible, consistent with the desires of the voters of Marin County. The principles outlined in this section provide flexibility needed to address issues that may arise during the life of the Expenditure Plan. TAM's specific operations are further addressed in its Administrative Code.

1. TAM is charged with a duty in administering the transportation sales tax proceeds in accordance with the applicable laws and this Expenditure Plan. Receipt of these tax proceeds may be subject to appropriate terms and conditions as determined by TAM in its reasonable discretion, including, but not limited to, the right to require recipients to execute funding agreements and the right to audit recipients' use of the tax proceeds.
2. TAM will have the authority to bond and use other financing mechanisms for the purposes of expediting the delivery of transportation projects and programs pursuant to TAM's Annual Strategic Plan. Bonds, if issued, will be paid for from the proceeds of the sales tax.
3. TAM will annually review and update their Debt Management Policy to identify financing guidelines, required reserves, procedures, and internal control oversight to ensure that bond proceeds will be directed only to their intended use prior to any bond issuance.
4. Any project funded by borrowing or financing may not be amended unless or until the financing obligation has been met; any such amendment will be subordinate to any sales tax lien against any bond issuance.
5. TAM will also be able to use other means to assure the delivery of projects and programs, including seeking outside grants and matching or leveraging tax receipts to the maximum extent possible, including the usage of interest revenue generated by the sales tax.
6. Funds may be accumulated by TAM over a period of time to pay for larger or longer-term projects or programs. All interest income generated by the sales tax can only be spent for the transportation purposes authorized by this Sales Tax Renewal Expenditure Plan. All use of sales tax interest revenue shall be solely determined by the TAM board, in a noticed public meeting.
7. TAM will have the ability to set aside a reserve fund of up to 10% of the annual transportation sales tax receipts for contingencies, to ensure a cushion if economic decline occurs that adversely affects the collection of the sales tax. This reserve is in addition to the Major Roads reserve to meet existing commitments.
8. All meetings of TAM will be conducted according to state law, through publicly noticed meetings. The interests of the public will further be protected by the Citizens' Oversight Committee, described previously in this Expenditure Plan.

9. TAM will be responsible for creating an Annual Strategic Plan detailing the use of the sales tax revenue for the coming year. The Annual Strategic Plan will require the approval of two-thirds of commissioners at a hearing that is open to the general public. The Annual Strategic Plan will be released in advance for a minimum of 30 days for public review and comment.
10. Under no circumstances may the proceeds of this transportation sales tax be applied to any purpose other than for transportation improvements benefiting Marin County and specified in this Expenditure Plan. Funds can be utilized to reimburse the cost of placing the sales tax measure on the ballot. Any transportation project or program not so specified will require an amendment to this Expenditure Plan.
11. Revenue generated by this sales tax will not be used to extend or operate SMART, support parks and open space, or to fund the planning, construction, or renovation of housing.
12. Actual revenues may be higher or lower than expected in this Expenditure Plan, due to changes in receipts and/or matching or leveraging capability. Estimates of actual revenue will be programmed annually by TAM during its annual budget process, and included in the Annual Strategic Plan. Because the Expenditure Plan is based on percentage distributions, dollar values listed are estimates only. Actual revenues will be programmed over the life of the Expenditure Plan based on the percentage distributions identified herein.
13. The actual requirement for funds in a specific project or program could be higher or lower than expected due to changes in funding outside of this transportation sales tax, or due to changes in project or program costs or feasibility. Funds are limited to what is available in this expenditure plan in the event project or program costs are higher. Should the need for funds for any project or program within one of the four major categories be less than the amount to be allocated by the sales tax, or should any project or program become infeasible for any reason, funds will first be reprogrammed to other projects or programs in the same major category with approval from the TAM Board at a noticed public hearing. Should the need for funds in the entire major category be less than the amount to be allocated by the transportation sales tax, TAM's Board may amend the Expenditure Plan to reallocate funds to any of the other major categories following its procedures for an amendment.
14. Projects funded with these transportation sales tax funds will be subject to completing appropriate California Environmental Quality Act (CEQA) required actions and other environmental review as required.
15. TAM will have the capability of loaning Measure A Renewal sales tax receipts for the implementation of transportation projects or programs defined in this Expenditure Plan and pursuant to the Board approved Debt Management Policy.
16. Matching or leveraging of outside funding sources is strongly encouraged. Any additional transportation sales tax revenues made available through their replacement by matching funds will be spent based on the principles outlined above. Funds shall remain in the major category unless all needs in the category are met, whereupon TAM can program funds to another category following the amendment procedures.
17. New incorporated cities/towns or new bus transit agencies that come into existence in Marin County during the life of the Expenditure Plan may be considered as eligible recipients of funds through an amendment to this Expenditure Plan, meeting amendment guidelines outlined above.

APPENDIX

A

Glossary

Bonding: Selling municipal bonds will allow the Transportation Authority of Marin to accelerate capital projects by pledging future revenues for the repayment of bonds and getting needed capital funds “up front” for project implementation.

Citizens’ Oversight Committee: A 12-member advisory body responsible for the review of TAM’s revenue sources and expenditures, consisting of five representatives nominated by TAM commissioners from each of the five planning areas, and seven representing diverse interest groups in Marin County. Reports directly to the public on all issues related to the expenditure plan and sales tax.

Climate Change: A long-term change in global or regional climate patterns, in particular an increase in the average atmospheric temperature apparent from the mid to late 20th century onwards and attributed largely to increased levels of atmospheric carbon dioxide. Certain human activities, including the use of fossil fuels and deforestation, have been identified as primary causes of ongoing climate change, often referred to as global warming.

Expenditure Plan: The 30-year plan for spending sales tax funds.

Expenditure Plan Advisory Committee: The Expenditure Plan Advisory Committee (EPAC) was formed in June 2017 as an advisory committee to the TAM Board and is comprised of volunteers representing diverse stakeholder groups in Marin County. The EPAC developed a draft Expenditure Plan defining the transportation projects and programs in a future sales tax measure to be considered by Marin County voters.

Golden Gate Bridge Highway and Transportation District: The agency responsible for the Golden Gate Bridge, as well as regional transit including ferries and bus service between Sonoma, Marin, and San Francisco counties. Golden Gate currently operates local transit services in Marin County under contract to the Marin County Transit District.

HOV Lane: High Occupancy Vehicle or carpool lane, open to vehicles with 2 or more occupants, including buses, during peak hours.

Leveraging or Leverage (also Matching): Matching local sales tax dollars with other funds on a one-to-one or other percentage basis from local, regional, state, or federal sources, to stretch local sales tax dollars by attracting new grant funding to Marin County.

Marin Transit: Marin County Transit District (Marin Transit) was formed by a vote of the people of Marin County in 1964 and was given the responsibility for providing local transit service within Marin County. Marin Transit contracts for operations and maintenance of services. Marin Transit is governed by two city representatives and five representatives from the Board of Supervisors. Under the Expenditure Plan, Marin Transit will develop detailed transit plans with public input for approval by the Transportation Authority of Marin.

Marin Mobility Consortium: The Marin Mobility Consortium is a collaboration of community stakeholders and advocates meeting regularly to advise on the development and evaluation of Marin Access' services and to discover new ways to coordinate transportation options.

Paratransit: Specialized transportation services for seniors and persons with disabilities who are unable to use regular bus routes.

Self-help County: A county with a local sales tax for transportation is called a “self-help” county, because the tax demonstrates that the county is willing to “help itself” to solve its own transportation problems. A self-help county has greater opportunities to compete for regional, state, and federal grants by providing matching funds.

Short Range Transit Plan: A five-year plan required for every transit agency in the Bay Area, this document is the primary opportunity to identify transit needs and develop priorities.

Sea Level Rise: An increase in global mean sea level (the average height of the ocean's surface apart from the daily changes of the tides) as a result of an increase in the volume of water in the world's oceans. Sea level rise is usually attributed to global climate change by thermal expansion of the water in the oceans and by melting of ice sheets and glaciers on land.

Strategic Plan: A detailed plan of expenditures and revenue completed by the Transportation Authority of Marin every year. The plan projects the use of sales tax funds, as well as other funding that may be available to projects in the plan. The Strategic Plan also considers the need for bonding or other financing techniques to accelerate projects.

Transportation Authority of Marin (TAM): The Transportation Authority of Marin (TAM) is Marin County's Congestion Management Agency and is responsible for coordinating funding for many of the transportation projects and programs in the county. The TAM Board includes representatives from each city and town in Marin County, plus the five members of the Board of Supervisors.

APPENDIX

B

Expenditure Plan Advisory Committee Membership

COC*-Northern Planning, V-Anne Chernock

COC*-Central Planning, Joy Dahlgren / Jeffrey Olson

COC*-Ross Valley Planning, Paul Roye

COC*-Southern Planning, Robert Burton / Jayni Allsep

COC*-West Marin Planning Area, Scott Tye

COC*-Major Marin Employers, Peter Pelham

COC*-Environmental Organizations - Marin Conservation League, Kate Powers / Nancy Okada

COC*-Bicycle and Pedestrian Group, Vince O'Brien

COC*-Marin County Paratransit Coordinating Council, Allan Bortel / Rocky Birdsey

COC*-League of Women Voters, Kevin Hagerty / Kay Noguchi

COC*-Taxpayer Group, Paul Premo

North Bay Leadership Council, Cynthia Murray

Chamber of Commerce Novato, Coy Smith

Chamber of Commerce San Rafael, Joanne Webster / John Eells

Marin County Office of Education, Ken Lippi / Mike Grant

College of Marin, Jon Horinek

Transit Rider, Lisel Blash

Marin Mobility Consortium - Seniors, Lynn Von der Werth

Senior Living Resident/Pedestrian, Sue Beittel

Equity/Marin City, Monique Brown

Equity/Canal Neighborhood, Roberto Hernandez

Labor Union/Building Trade Council, Javier Flores

Bay Wave Rep - Sea Level Rise - Innovation/Resilience, Bill Carney

Safe Routes to School Representative, Debbie Alley

*Citizens' Oversight Committee

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Contract Log # _____

**CONTRACT BETWEEN
TRANSPORTATION AUTHORITY OF MARIN
AND
_____CONSULTING**

THE ABOVE-REFERENCED CONTRACT (this “**Contract**”) is made and entered into effective as of the _____ day of _____, 20__ (the “**Effective Date**”) by and between the TRANSPORTATION AUTHORITY OF MARIN a Joint Powers Agency (hereinafter referred to as “**TAM**”), and _____ Consulting, a _____ (hereinafter referred to as “**Consultant**”). TAM and Consultant are sometimes hereinafter referred to collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS:

WHEREAS, TAM manages a variety of transportation projects and programs in Marin County, California; and

WHEREAS, TAM and Consultant desire to enter into an independent contractor relationship whereby Consultant shall perform for TAM certain services as set forth in **Exhibit A** attached hereto and hereby incorporated herein (collectively, the “**Services**,” which shall include, without limitation, all services, materials and other work product provided by Consultant hereunder), subject to the terms and conditions of this Contract;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES

Scope of Work. Consultant agrees to provide the Services in a timely and professional manner, in accordance with the terms and conditions of this Contract. Subject to Sections 10 and 11, should Consultant retain the assistance of any other person or entity to perform the Services, Consultant agrees and warrants that each such assistant shall execute an agreement containing substantially identical terms as this Contract with regard to the obligations imposed on Consultant under this Contract. Consultant agrees that the scope of the Services may be modified by TAM at any time and for any reason. Consultant shall use its best professional skill and effort in performing the Services, which shall meet or exceed industry standards and Consultant shall complete each project, including any modifications by TAM thereto, on a timely basis.

Business Conflicts. Subject to Consultant’s compliance with the terms and conditions of this Contract, including without limitation Sections 14 and 15 below, Consultant may provide services for other parties, provided that the services provided by Consultant to third parties does not conflict with, and are not detrimental to, the interest of TAM. To ensure that Consultant does not provide services to third parties in a manner that conflicts with, or is detrimental to, the interests of TAM, Consultant shall fully and promptly disclose all possible conflicts to TAM.

2. ACCESS TO LANDS AND DATA

TAM guarantees access to and shall make provisions for Consultant to enter upon public and private lands as required to perform the Services. TAM shall make available all pertinent data and records for review by Consultant as required to perform the Services. TAM shall provide Consultant with general bid and contract forms and special provisions formats as necessary.

3. FEES AND PAYMENT SCHEDULE

The fees (the “**Fees**”) and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit A**. The Fees shall remain in effect for the Term (as hereinafter defined) of the Contract. Consultant agrees that Consultant shall not be entitled to any compensation whatsoever other than the Fees for the performance of the Services under this Contract or from TAM’s use of any Work Product (as hereinafter defined) related to, based on or derived from the Services. Consultant shall provide TAM with Consultant’s Federal Tax I.D. number prior to submitting the first invoice.

TAM shall make payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. TAM shall pay Consultant all proper invoice charges within thirty (30) days of TAM’s receipt of an invoice that complies with **Exhibit A**. Consultant’s final invoice must be submitted within thirty (30) days of completion of the Services.

4. MAXIMUM COST TO TAM

In no event will the Fees for the Services to be provided herein exceed the maximum sum of _____ dollars (\$____,000.00) total, including direct non-salary expenses.

5. TERM OF CONTRACT

This Contract shall commence on the Effective Date and shall terminate _____ (____) months from that date (the “**Term**”).

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 TAM. The general liability policy shall be endorsed naming the TRANSPORTATION AUTHORITY OF MARIN as an additional insured. Each certificate of insurance must be current on the Effective Date and if scheduled to lapse prior to the end of the Term, must be automatically updated before final payment may be made to Consultant. Each certificate of insurance and required endorsement shall be furnished to TAM prior to Consultant’s commencement of the Services. Each certificate shall provide for thirty (30) days advance notice to TAM of any cancellation in coverage, except for cancellation due to non-payment of premium, in which case the certificate shall provide for ten (10) days advance notice to TAM. Said policies shall remain in force through the Term and shall be payable on a per occurrence basis only, except those required by Sections 6.4.a. and 6.4.b. which may be provided on a claims-made basis consistent with the criteria noted therein.

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

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit B** attached hereto. A request for a waiver of the insurance requirements must specify whether Consultant is requesting reduced amounts of coverage or requesting to have a particular type of coverage waived entirely.

6.1 GENERAL LIABILITY

Consultant shall maintain a commercial general liability insurance policy in an amount of no less than One Million Dollars (\$1,000,000.00) per occurrence. TAM shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

Insurance Reduction or Waiver of Coverage Requested (Exhibit B)

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant 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) per occurrence.

Insurance Reduction or Waiver of Coverage Requested (Exhibit B)

6.3 WORKERS' COMPENSATION

Consultant 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 Consultant 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 TAM prior to commencement of the Services.

Insurance Reduction or Waiver of Coverage Requested (Exhibit B)

6.4 OTHER INSURANCE

Consultant may be required to carry additional insurance based upon the nature of the work to be performed (the 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 or the beginning of the work in the Contract. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of the work in the Contract or end of the Term, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claim made policy with a retroactive date prior to the Effective Date, Consultant must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of the work in the Contract. Consultant 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 *Two Thousand Five Hundred Dollars (\$2,500) unless approved by TAM in writing.

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

*Deductibles greater than Two Thousand Five Hundred Dollars (\$2,500) require Insurance Reduction/Waiver form **(Exhibit B)** to be completed.

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

Consultant's general liability and/or professional liability insurance may be provided, in part, by self-insurance as long as Consultant provides either (1) evidence to TAM that Consultant has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) Consultant's general insurance reserves are adequate to provide the necessary coverage and TAM may conclusively reply thereon, or (3) if Consultant has a deductible of One Hundred Thousand Dollars (\$100,000) or more, TAM shall have the same benefits and protections as if Consultant carried insurance with a third party insurance company, satisfying the insurance requirements within this Contract.

7. REPRESENTATIONS AND WARRANTIES / INDEMNIFICATION

7.1 Representations and Warranties. Consultant hereby represents or covenants, as applicable, and warrants that it, and each of its directors officers, employees, members, managers, partners, permitted consultants, contractors, agents, successors, heirs, representatives, beneficiaries, administrators,

executors, trustees, affiliates, permitted assigns and/or representatives (each and all, "Consultant" for the purposes of Section 7, 14 and 15): (i) is not a party to any agreement – and does not have any interest or obligation – that will limit, interfere, or otherwise conflict with any provision of this Contract, the performance of the Services or any of Consultant's obligations hereunder; (ii) shall not, during the Term and thereafter, make any commitment or obligation or engage in any activity that will limit, interfere or otherwise conflict with any provision of this Contract, the performance of the Services or any of Consultant's obligations hereunder, without obtaining TAM's express prior written approval; (iii) shall not infringe any and all right, title and interest, including, but not limited to, any and all patent rights, mask work rights, copyrights, moral rights, trade secret rights, trademark rights, including any and all supplements, enhancements, modifications, translations and derivative works thereto, whether now known or hereafter devised, industrial property rights, all other intellectual property rights and property rights of any nature whatsoever, and any and all renewals of the foregoing (separately and collectively, "**Proprietary Rights**") of TAM or any party in performing the Services or discharging any of Consultant's obligations hereunder; (iv) shall, at TAM's request, during the Term and thereafter, execute and/or verify any proper oath, assignment, application, specification or other document or instrument that TAM, its agents or attorneys (each a "**TAM Party**"), deems desirable or necessary to evidence or carry out this Contract's terms and conditions and/or compliance therewith; (v) shall use its best efforts to ensure that in performing the Services or fulfilling its obligations hereunder, Consultant does not in any way adversely impact TAM's reputation or goodwill; (vi) shall avoid deceptive, misleading, or unethical business practices; and (vii) shall comply with all applicable laws and governmental regulations in performing the Services and fulfilling its obligations hereunder.

7.2 Indemnity. Pursuant to CA Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold TAM, its employees, officers and agents harmless from all liabilities arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant.

8. NONDISCRIMINATORY EMPLOYMENT

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

9. DRUG-FREE WORKPLACE POLICY

Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on TAM's premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns will be deemed a material breach of this Contract.

10. SUBCONTRACTING

Consultant shall not subcontract nor assign any portion of the work required by this Contract without prior express written approval of TAM except for any subcontract work identified and expressly authorized by TAM herein. If Consultant hires a sub-consultant under this Contract, Consultant shall require sub-consultant to provide and maintain insurance coverage identical to what is required of Consultant under this Contract and shall require sub-consultant to name Consultant as additional insured under each policy in accordance with this Contract. It shall be Consultant's responsibility to collect and maintain current evidence of insurance provided by its sub-consultant and shall forward to TAM evidence of same.

11. ASSIGNMENT

The rights, responsibilities and duties under this Contract are personal to Consultant and may not be transferred or assigned without the express prior written consent of TAM. Consultant 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 TAM, as is evidenced in writing. Subject to the

foregoing restrictions, this Contract shall be binding upon, and inure to the benefit of, the Parties and their respective, heirs, administrators, executors, trustees, successors and permitted assigns.

12. LICENSING AND PERMITS

Consultant shall, at its sole expense, maintain all required government and other regulatory licenses throughout the Term of this Contract. Consultant shall also, at its sole expense, obtain any and all permits which might be required to perform the Services.

13. BOOKS OF RECORD AND AUDIT PROVISION

Consultant 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 kept in accordance with generally accepted accounting practices. In addition, Consultant 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 (5) years from the end of the Term or earlier termination of this Contract. Consultant will permit TAM to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Consultant who participated in this Contract in any way. Consultant shall promptly refund to TAM any monies erroneously charged to TAM.

14. CONFIDENTIALITY

14.1 Confidential Information. Consultant agrees that during the Term of this Contract, and thereafter, Consultant shall keep TAM's Confidential Information (as hereinafter defined) confidential and shall not, directly or indirectly, on behalf of Consultant or any third party, use divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information, except as expressly provided herein solely for TAM's benefit. "**Confidential Information**" means any confidential, trade secret or other proprietary information (in whatever form or media, and whether or not marked as confidential) disclosed by TAM to Consultant under this Contract (including, without limitation, any reproductions or copies thereof), except information that the Consultant clearly proves to TAM: (a) is public knowledge at the time of disclosure, (b) was known by the Consultant before disclosure by TAM, or becomes public knowledge or otherwise known to the Consultant after such disclosure, other than by breach of a confidentiality obligation, or (c) is independently developed by the Consultant by persons without access to Confidential Information of TAM. Confidential Information shall include, without limitation, the following categories of information: any and all nonpublic information relating to TAM, methodologies, data, databases, know-how, procedures, techniques, tutorials and processes of TAM, services rendered or deliverables furnished by TAM, financial and operational information, and other matters relating to the operations or projects of TAM including traffic data and traffic studies, information relating to actual or potential clients and/or client lists, client requirements, forecasts and projections, accounting, finance or tax information, pricing information, and the terms of this Contract.

14.2 Protection and Disclosure of Confidential Information. The Consultant shall exercise at least the same degree of care and protection with respect to the Confidential Information of TAM that it exercises with respect to its own Confidential Information, but in no event shall the Consultant exercise less than a reasonable standard of care, and in addition shall not directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information of TAM except to the extent expressly permitted in writing by TAM. Notwithstanding the above, the Consultant may disclose Confidential Information of TAM to the employees and agents of the Consultant who have a bona fide need to know and to third parties if so required by law (including court order or subpoena), provided that such disclosure is made in accordance with the terms of Section 14.3. Consultant acknowledges that breach of this Section will cause irreparable harm to TAM entitling TAM to injunctive relief, among other remedies.

14.3 Notification Obligation. If the Consultant becomes aware of any unauthorized use or disclosure of the Confidential Information, the Consultant shall promptly and fully notify TAM of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Consultant or any of its

employees or agents are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, the Consultant shall not disclose the Confidential Information without providing TAM at least twenty-four (24) hours prior written notice of any such request or requirement so that TAM may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. Notwithstanding the foregoing, the Consultant shall exercise its best efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with TAM to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

14.4 Restricted Storage and Access. Consultant shall access Confidential Information that is stored electronically only via TAM's computers, and shall access Confidential Information only while Consultant is at TAM's offices, unless otherwise expressly authorized by TAM in writing. If Consultant wishes to store Confidential Information electronically, Consultant may only store such Confidential Information on TAM's computers located at TAM's offices. Under no circumstances shall Consultant copy Confidential Information onto non-TAM computers or other equipment not owned by TAM without the express prior written consent of TAM. Consultant shall not remove any Confidential Information from TAM's offices without the express prior written consent of TAM. TAM reserves the right, in its sole discretion, to revoke any authorization or consent given hereunder.

14.5 Mutual Cooperation. Each Party shall notify and cooperate with the other Party in enforcing TAM's rights if such Party becomes aware of a threatened or actual violation of TAM's confidentiality requirements by a third party. Upon reasonable request by TAM, the Consultant shall provide copies of the confidentiality agreements entered into with its agents or independent contractors relating to this Contract.

14.6 Return of Confidential Information. Upon the termination or expiration and non-renewal of this Contract or upon the request of TAM, Consultant shall either promptly return the Confidential Information, and any and all reproductions and copies thereof, to TAM or destroy all such Confidential Information, and Consultant shall sign an affidavit certifying to TAM under penalty of perjury that all such Confidential Information in Consultant's possession has been returned or destroyed.

15. WORKS FOR HIRE

15.1 Work Product. Consultant acknowledges and agrees that the Proprietary Rights in and to any and all studies, deliverables, inventions, ideas, improvements, know-how, designs and discoveries, whether or not patentable and whether or not reduced to practice, patents, trademarks, trade secrets, original works of authorship (including, but not limited to, all algorithms, HTML, Java files and associated data, graphic materials, illustrations, creative writings, written information, photographs, product documentation, flow charts, databases, developments, processes, techniques, formulae, technology, drawings, marketing, advertising, product plans, reports, specifications, technical data, any computer program (source code and object code), research, schematics, prototypes, models and products) made, conceived and/or created by Consultant, whether solely or jointly with others that: (i) is developed in whole or in part on TAM's time or using TAM's computers, equipment, supplies, facilities or Confidential Information; (ii) results from, or is suggested by, any task or project assigned to Consultant under this Contract, the Services or the fulfillment of Consultant's obligations under this Contract; or (iii) relates in any manner to the actual or reasonably anticipated project, work, research and/or operations of TAM (separately and collectively, "**Work Product**"), is solely owned by, and belongs to, TAM. Consultant expressly acknowledges and agrees that all such works of authorship are "works made for hire" as defined in the U.S. Copyright Act and belong exclusively to TAM to the fullest extent permitted under applicable law. Consultant hereby waives and shall not assert any and all moral rights Consultant may have to such works of authorship, which may inure to Consultant under the laws of any nation.

15.2 Assignment of Work Product. If Work Product, or any part thereof, is for any reason deemed not to constitute works made for hire owned by TAM, or if Consultant should, by operation of law or otherwise, be deemed to retain any rights thereto, for good and valuable consideration, including without

limitation the consideration recited herein, Consultant hereby grants, conveys, bargains, sells, assigns, transfers and delivers to TAM, its successors and assigns, any and all of Consultant's Proprietary Rights, in and to the Work Product. Consultant also expressly assigns to TAM all legal rights necessary for TAM to pursue any legal action against any third party arising out of or in connection with the Work Product assigned hereunder. Consultant shall cause Consultant's permitted successors and assigns to assign all Proprietary Rights in Work Product to TAM to the maximum extent permitted by law. Consultant covenants not to personally, or cause any third party to, infringe any of TAM's Proprietary Rights in or to the Work Product. Upon the request of TAM, its agents or attorneys (each a "**TAM Party**"), Consultant shall promptly execute further written assignments and any additional document a TAM Party, in its sole and absolute discretion, deems necessary to effect, record and/or perfect the transfer of rights, title and interest in and to the Work Product.

15.3 Disclosure of Work Product. Consultant agrees that in connection with any Work Product Consultant shall: (i) promptly disclose such Work Product in writing to TAM (which shall be received in confidence by TAM), to permit TAM to claim rights to which it may be entitled under this Contract, and (ii) if TAM requests, promptly execute any additional written assignment of title to TAM for any Work Product required to be assigned by this Section 15 and Consultant shall preserve any such Work Product as Confidential Information of TAM. If Consultant believes that Consultant is entitled to ownership, either in whole or in part, of any Work Product, Consultant shall immediately so notify TAM's Board in writing. Consultant shall preserve all Work Product as Confidential Information of TAM. Consultant expressly agrees and covenants to keep and maintain adequate and current written records of all Work Product. The records will be in the form of notes, sketches, drawings and any other format that may be specified by TAM and shall at all times be available to, and remain the sole property of, TAM.

15.4 Termination of Proprietary Rights. TAM and Consultant hereby acknowledge that certain Proprietary Rights in and to Work Product assigned to TAM hereunder may, under certain circumstances and after the assignment thereof to TAM, be terminated by Consultant in accordance with the provisions of the Copyright Act. The Parties further acknowledge that it is their intention that, if any such assignments are terminated by Consultant, TAM shall have the exclusive rights of first and last refusal with respect thereto, which right of first and last refusal shall be exercised as follows:

Until the expiration of a period of sixty (60) days following TAM's receipt of a valid notice of termination with respect to any such Proprietary Rights, Consultant shall not negotiate with any third party with respect to the grant, sale, assignment, license, or other transfer of the Work Product thereof. During said sixty (60) day period, Consultant shall negotiate in good faith and exert best efforts to reach an agreement with TAM for TAM's acquisition of such Proprietary Rights and/or Work Product. If TAM and Consultant fail to reach agreement by the end of said sixty (60) day period, Consultant shall be free to negotiate with third parties for the grant, sale, assignment, license, or other transfer of such Proprietary Rights and/or Work Product, only for terms and conditions more favorable to Consultant than those last offered by TAM.

If Consultant receives such a bona fide offer from a third party, which offer Consultant wishes to accept, Consultant shall notify TAM of the terms therein in writing and TAM shall have ten (10) days from its receipt thereof to notify Consultant that it desires to acquire the Proprietary Rights and/or Work Product subject to the terms of such offer. If TAM so notifies Consultant, such copyrights shall automatically vest in TAM and Consultant shall enter into a written agreement with TAM reflecting such terms and conditions promptly after Consultant's receipt of such notice. If TAM does not so notify Consultant and Consultant does not accept such third party offer, the foregoing procedures shall apply to any further offers which Consultant receives and wishes to accept, including any offer containing identical terms and conditions rejected by Consultant, whether received by Consultant from the same or from a different third party.

15.5 Patent, Trademark and Copyright Registrations. Consultant agrees to assist any TAM Party, at TAM's expense, to secure TAM's rights in the Work Product and any Proprietary Rights relating thereto in any and all countries, including the disclosure to TAM of all pertinent information, written records and data with respect thereto, the execution of all applications, specifications, oaths, assignments and other

instruments that a TAM Party, in its sole discretion, deems necessary to apply for and obtain such rights. Upon the request of a TAM Party, Consultant shall promptly execute any and all applications for U.S. or foreign patent, trademark or copyright registrations regarding Work Product and execute any additional documents and do all other lawfully permitted acts to further the prosecution and issuance letters of registration thereon. Consultant hereby irrevocably appoints each TAM Party as Consultant's attorney-in-fact for the purpose of executing such registration applications, assignments and additional documents in Consultant's name and stead and with the same legal force and effect as if executed by Consultant.

16. TERMINATION / FORCE MAJEURE

- A. If Consultant fails to properly 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 hereunder, TAM may terminate this Contract by giving five (5) calendar days written notice to Consultant.
- B. Nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the nonperforming Party.
- C. Either Party may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other Party. Notice of termination shall be by written notice to the other Party and be sent in accordance with Section 30.
- D. In the event of termination not due to the fault of Consultant, Consultant shall be paid for Services properly 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 including any and all amendments thereto.
- E. Upon receipt of termination notice, Consultant shall commence and perform, with diligence, all actions necessary on the part of Consultant to effect the termination of this Contract on the date specified by TAM and to minimize the liability of Consultant and TAM to third parties as a result of termination. All such actions shall be subject to the prior approval of TAM. Such actions shall include, without limitation:
 - i. Halting the performance of the Services and other work under this Consultant on the date(s) and in the manner specified by TAM.
 - ii. Not placing any further orders or subcontracts for materials, services, equipment or other items.
 - iii. Terminating all existing orders and subcontracts.
 - iv. At TAM's direction, assigning to TAM any or all of Consultant's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, TAM shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - v. Subject to TAM's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
 - vi. Completing performance of any Services or work that TAM designates to be completed prior to the date of termination specified by TAM.
 - vii. Taking such action as may be necessary, or as TAM may direct, for the protection and preservation of any property related to this Contract which is in the possession of Consultant and in which TAM has or may acquire an interest.
- F. In no event shall TAM be liable for costs incurred by Consultant or any of its sub-consultants after the termination date specified by TAM, except for those costs associated in compliance with the immediately preceding subsection (E). Non-recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution

of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under subsection (E).

G. TAM's payment obligation under this Section shall survive termination of this Contract.

17. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

A. Sections 14, 15, 17, and each other provision of this Contract that may be reasonably construed to survive termination hereof, shall survive termination or expiration of this Contract for any reason.

B. Subject to the immediately preceding subsection (A), upon termination of this Contract prior to the expiration of the Term specified in Section 5, this Contract shall terminate and be of no further force or effect. Consultant shall transfer title to TAM, and deliver in the manner, at the times, and to the extent, if any, directed by TAM, any work in progress, completed work, supplies, equipment, and other materials produced as part of, or acquired in connection with the performance of this Contract, and any completed or partially completed work which, if this Contract had been completed, would have been required to be furnished to TAM. This subsection shall survive termination of this Contract.

18. RELATIONSHIP BETWEEN THE PARTIES

It is expressly understood that in the performances of the Services herein, Consultant, 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 TAM. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all payroll withholding taxes, social security, and worker's compensation arising from or relating to Services. Consultant or any agent or employee of Consultant is liable for the acts or omissions of itself, its employees and its agents. Nothing in this Contract shall be construed as creating an employment or agency relationship between TAM and Consultant or any agent or employee of Consultant.

Any terms in this Contract referring to direction from TAM shall be construed as providing for direction as to policy and the result of Consultant's work only, and not as to the means by which such a result is obtained. TAM does not retain the right to control the means or the method by which Consultant performs work under this Contract.

19. PAYMENT OF TAXES AND OTHER EXPENSES

Should TAM, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Consultant is an employee for purposes of collection of any employment taxes, the amounts payable under this Contract shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Consultant which can be applied against this liability). TAM shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Consultant for TAM, upon notification of such fact by TAM, Consultant shall promptly remit such amount due or arrange with TAM to have the amount due withheld from future payments to Consultant under this Contract (again, offsetting any amounts already paid by Consultant which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Contract, Consultant shall not be considered an employee of TAM. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Consultant is an employee for any other purpose, then Consultant agrees to a reduction in TAM's financial liability so that TAM's total expenses under this Contract are not greater than they would have been had the court, arbitrator, or administrative authority determined that Consultant was not an employee.

20. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by TAM, or the receipt thereof by Consultant, shall in no way lessen the liability of Consultant to replace unsatisfactory work, equipment, or materials, and thereafter the unsatisfactory character of such work, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by TAM and in such case must be replaced by Consultant without delay.

21. SUBMITTING FALSE CLAIMS AND MONETARY PENALTIES

Pursuant to Government Code sections 12650 et seq., any Consultant, sub-consultant or consultant who submits a false claim shall be liable to TAM for three times the amount of damages that TAM sustains because of the false claim. A Consultant, sub-consultant or consultant who submits a false claim shall also be liable to TAM for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to TAM for a civil penalty for up to \$10,000 for each false claim. A Consultant, sub-consultant or consultant will be deemed to have submitted a false claim to TAM if the Consultant, sub-consultant or consultant: (a) knowingly presents or causes to be presented to an officer or employee of TAM, a false claim for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by TAM; (c) conspires to defraud TAM by getting a false claim allowed or paid by TAM; (d) has possession, custody, or control of public property or money used or to be used by TAM and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt; (e) is authorized to make or deliver a document certifying receipt of property used or to be used by TAM and knowingly makes or delivers a receipt that falsely represent the property used or to be used; (f) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to TAM; (g) is a beneficiary of an inadvertent submission of a false claim to TAM, subsequently discovers the falsity of the claim, and fails to disclose the false claim to TAM within a reasonable time after discovery of the false claim.

22. MODIFICATION OF CONTRACT

This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by duly authorized officers or representatives of both Parties and approved in the same manner as this Contract.

23. ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the Parties, and supersedes all other oral or written agreements, understandings and provisions between them, concerning the subject matter hereof. This Contract may be modified only as provided in Section 22.

24. SEVERABILITY

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such invalid or unenforceable provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

25. JURISDICTION AND VENUE / LEGAL EXPENSES

This Contract shall be construed in accordance with the laws of the State of California, without reference to its conflict of laws principles. The Parties agree that exclusive venue for any dispute arising hereunder shall be in a state court located in Marin County, California, or federal court located in San Francisco, California, and the Parties hereby consent to the exclusive jurisdiction of such courts. If TAM initiates legal action to enforce its rights under this Agreement, TAM shall be entitled, in addition to all other remedies available

under law, to recover its legal expenses incurred in connection therewith, including without limitation reasonable attorney's and expert witness fees.

26. LIABILITY OF TAM

TAM's payment of obligations under this Contract shall be limited to the payment of the compensation provided for in Sections 3 and 4 of this Contract. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL TAM BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT, EVEN IF TAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

27. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall comply with any and all Federal, State and local laws (including, but not limited to Covenant Against Contingent Fees, below) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from TAM's contact person referenced in Section 30 (NOTICES) below.

28. COVENANT AGAINST CONTINGENCY FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant; to solicit or secure this Contract; and that it has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

29. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION / MISCELLANEOUS

Should any question arise as to the meaning and intent of this Contract, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Executive Director of TAM, who shall decide the true meaning and intent of the Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Headings used in this Contract are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Contract. This Contract shall be construed within its fair meaning and no inference shall be drawn against the drafting Party in interpreting this Contract. Whenever used in this Contract, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, corporation, or other legal entity all as the context and meaning of this Contract may require.

30. NOTICES

All notices permitted or required under this Contract shall be in writing and shall be sent by registered or certified mail, or by FedEx or other similar overnight courier, to the Parties at their respective addresses below. A notice sent by registered or certified mail shall be deemed given five (5) business days after deposited in the mail, or one (1) business day after being sent by FedEx or similar over night courier for next day delivery. This Contract shall be managed and administered on TAM's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to TAM at the following location:

Contract Manager: _____
 Location: Transportation Authority of Marin
 900 Fifth Avenue, Suite 100
 San Rafael, CA 94901
 Contact: 415.226.08_____
 @tam.ca.gov

Notices shall be given to Consultant at the following address:

Consultant: _____
 Location: _____
 Contact: _____

31. ACKNOWLEDGEMENT OF EXHIBITS

CONSULTANT'S INITIALS

- EXHIBIT A.** **Scope of Services and Budget**
- EXHIBIT B.** **Insurance Reduction/Waiver**

IN WITNESS WHEREOF, the Parties have executed this Contract on the Effective Date.

TRANSPORTATION AUTHORITY OF MARIN:

CONSULTANT:

By: _____
 Dianne Steinhauser, Executive Director

By: _____
 Authorized Signature

Name (Print)

Title

Company Name

Federal Employer ID Number or SSN

TRANSPORTATION AUTHORITY OF MARIN

AGREEMENT TAMDM 1X-XX
FOR USE OF THE
TRANSPORTATION AUTHORITY OF MARIN
TRAVEL DEMAND MODEL

TRANSPORTATION AUTHORITY OF MARIN (“TAM”) and USER. Transportation Consultants (“USER”) working on behalf of the City of ##### (“AGENCY”), as of the date set forth below, do hereby agree as follows:

1. The TAM does not provide in-house modeling services for Congestion Management Program (“CMP”) purposes. TAM is, however, responsible for the upkeep and maintenance of the TAM Demand Model (TAMDM) originally developed by the TAM. TAMDM consists solely of data and supporting information. In conjunction with separate modeling software, TAMDM provides forecasts of the impact of transportation projects and land use changes on traffic in Marin County.
2. TAMDM runs on Cube Citilabs software. This software is owned by Citilabs, and must be separately licensed by the USER. TAM will provide for use by the USER, solely for the purposes of, and pursuant to, this Agreement, the TAMDM data banks, which include all transportation network and other data inputs and supporting information necessary to run TAMDM on Cube Voyager, and the activity-based modeling process for traffic analysis purposes.
3. TAM agrees to provide USER a personal, non-transferable and non-exclusive license to use and adapt data files from its TAMDM, or portions thereof, including all input and output files (electronic or otherwise) and any data, including but not limited to traffic count, land use, and network data, needed to run the CUBE software platform, Java, Python, R or any similar software for the purpose set forth in Paragraph 4.b. below, including the TAMDM, and any derivations thereof, inclusively, the “MODEL”.
4. USER agrees:
 - a. to only install, operate and use TAMDM on a computer system owned, leased or otherwise controlled by USER in its own facilities;
 - b. to use and execute all portions of TAMDM on such computer systems for the limited purpose of miscellaneous traffic impact studies for new development proposals, associated environmental impact analyses, fee impact studies, transportation project analysis, and the evaluation of proposed transportation strategies and plans;
 - c. to only make such number of copies of TAMDM as necessary for the foregoing purposes, and a further reasonable number of copies solely for nonproductive back-up purposes in accordance with its standard procedures, provided that it accounts for such copies;

- d. to use TAMDM in accordance with the most current published version of the following guidance as applicable: 1) Activity Based Model Guidance such as Metropolitan Transportation Commission (MTC) Travel ModelOne Guidelines, 2) Caltrans modeling guidelines, or 3) FHWA guidelines.
 - e. prior to using the model or data, to notify TAM in writing of each specific study or project USER expects to undertake;
 - f. to provide TAM with written documentation of any revisions to TAMDM;
 - g. any use, copying, distribution, adaptation or public display of TAMDM by USER not authorized by this Agreement shall automatically terminate USER'S rights hereunder. Use of TAMDM on processors accessible through communications networks through terminals and devices not on premises owned or controlled by USER is prohibited unless otherwise agreed in writing by TAM;
 - h. To promptly notify TAM and make available to it all modifications, additions, or updates USER makes to TAMDM and shall grant TAM a perpetual, royalty-free license to use, reproduce, sublicense, and modify such modifications, additions, or updates;
 - i. To include TAMDM version number with all products resulting from the use of TAMDM
5. Title to TAMDM, including all modifications, additions, deletions, input and output file additions and modifications, updates, copies and derivative works thereof by USER, shall be in and remain with TAM. USER hereby assigns to TAM ownership of all such modifications, additions, deletions, input and output file additions and modifications, updates, copies and derivative works. This information shall be kept in TAM's files. The USER must delete or destroy all copies of TAMDM and a copy of the modified data banks and supporting information. The USER agrees to notify TAM in writing when TAMDM has been deleted from all of the USER's computers and processors.
 6. If the USER is required to copy and/or distribute any portion of TAMDM in response to a request made pursuant to the California Public Records Act (Government Code section 6250 et seq.), the USER shall notify TAM promptly upon taking such action, and the USER shall attach or include the following notice with the copied and/or distributed materials:

The information contained herein is proprietary and belongs to the Transportation Authority of Marin ("TAM"), and may not be utilized for any modeling or related purposed without the express written permission of TAM.

5. TAM, ITS AFFILIATES, SUBCONTRACTORS AND REPRESENTATIVES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE

MODEL. USER AGREES THAT ITS SOLE REMEDY AGAINST TAM, ITS AFFILIATES, SUBCONTRACTORS AND REPRESENTATIVES FOR LOSS OR DAMAGE CAUSED BY ANY DEFECT OR FAILURE OF THE MODEL, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL, TO THE EXTENT FEASIBLE (AS DETERMINED SOLELY BY TAM) BE THE REPAIR OR REPLACEMENT OF THE MODEL. IN NO EVENT SHALL TAM, ITS AFFILIATES, SUBCONTRACTORS OR REPRESENTATIVES BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, SAVINGS, OR REVENUES OF ANY KIND, OR FOR LOST DATA OR DOWNTIME, WHETHER OR NOT TAM, ITS AFFILIATES, SUBCONTRACTORS OR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. This Agreement shall be effective as of the date set forth below and, unless terminated in accordance with Section 3 above or extended by written amendment to this Agreement, shall terminate on the earlier of the date that USER is not making use of TAMDM or **Month XX, 202X**. Upon termination, or upon immediate request by TAM, USER shall return all copies, and submit any modifications or derivative works and accompanying documentation of revisions to TAM. Thereafter, the provisions of Sections 3, 4, 5 and 8 shall continue to apply in accordance with their terms, notwithstanding the termination of this Agreement. The medium for submittals of electronic data files to TAM shall be arranged by USER in consultation with TAM. Writeable CD is an acceptable medium for submittal of electronic files.
7. This Agreement shall inure to the benefit of, and shall be binding on, USER and TAM and their respective successors and assigns, provided that USER shall not assign this Agreement or any right to use of TAMDM as provided herein, except to a successor to all or substantially all of the business and properties of USER, without the express prior written consent of TAM.
8. This Agreement and the rights and obligations of the parties with respect to TAMDM shall be governed by California law, as it applies to a contract negotiated, executed and performed in that state.

USER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND UNDERSTANDS IT, AND THAT BY ENTERING INTO THE AGREEMENT, INSTALLING AND EXECUTING THE MODEL, OR MAKING ANY OTHER USE OF IT, USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS HEREOF. THE PARTIES FURTHER AGREE THAT, EXCEPT FOR SEPARATE WRITTEN AGREEMENTS BETWEEN TAM AND USER, THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES.

Agreement No. TAMDM 1X-XX
Month XX, 201X

This Agreement is made as of Month XX, 201X.

TAM

Transportation Authority of Marin
900 5th Avenue, Suite 100
San Rafael, CA 94901

By: _____
Derek McGill
Planning Manager

USER

Company Name
Street Address
City, CA 9XXXX

By: _____
Signatory
Title

AGENCY

Partner Agency Name
Street Address
City, CA, 9XXXX

By: _____
Signatory
Title