



**Sunset Empire Transportation District  
BOARD OF COMMISSIONERS  
BOARD ZOOM MEETING AGENDA  
THURSDAY MARCH 25, 2021  
9:00 AM**

<https://us02web.zoom.us/j/84203959772>

**1-877-853-5247**

**AGENDA:**

1. CALL TO ORDER
2. ROLL CALL
3. CHANGES TO AGENDA
4. PUBLIC COMMENT (3-minute limit)
5. APPROVAL OF BOARD MEETING MINUTES
6. FINANCIAL REPORTS
7. REPORTS FROM CHAIR AND COMMISSIONERS
8. OLD BUSINESS
9. NEW BUSINESS
  - a. Fare Collection as a Service Agreement
  - b. ODOT Agreement 34737 Approval
  - c. Request for Use of Transit Center Parking Lot
10. CORRESPONDENCE
11. EXECUTIVE DIRECTOR REPORT
12. LEADERSHIP TEAM REPORTS
13. ADJOURNMENT

SUNSET EMPIRE TRANSPORTATION DISTRICT

COMMONLY USED ACRONYM LIST

MARCH

2021

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
ACT	ACTUAL
ACCTS	ACCOUNTS
ADA	AMERICANS WITH DISABILITIES ACT
ADS	ADVERTISEMENTS
AP	ACCOUNTS PAYABLE
APTA	AMERICAN PUBLIC TRANSPORTATION ASSOCIATION
AR	ACCOUNTS RECEIVABLE
ASC	ASTORIA SENIOR CENTER
BG	BACKGROUND
BLDGING	BUILDING
BOC	BOARD OF COMMISSIONERS
BS	BALANCE SHEET
BUS REG FEE	BUS REGISTRATION FEE
CARES ACT	CORONAVIRUS, AID, RELIEF, AND ECONOMIC SECURITY ACT
CCC	CLATSOP COMMUNITY COLLEGE
CCCHD	CLATSOP CARE CENTER HEALTH DISTRICT
CCO	COORDINATED CARE ORGANIZATION
CK	CHECK
COMP	COMPUTER
CONF	CONFERENCE
CPCCO	COLUMBIA PACIFIC COORDINATED CARE ORGANIZATION
CRRSAA	CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT
CRS	CLATSOP REHABILITATION SERVICES
CSR	CUSTOMER SERVICE REPRESENTATIVE
CTAA	COMMUNITY TRANSPORTATION ASSOCIATION OF AMERICA
CTE	CENTER FOR TRANSPORTATION AND THE ENVIRONMENT
DAV	DISABLED AMERICAN VETERANS
DHS	DEPARTMENT OF HUMAN SERVICES
DIST	DISTRICT
DLSM	DRIVE LESS SAVE MORE
DMAP	DIVISION OF MEDICAL ASSISTANCE PROGRAM
DOJ	DEPARTMENT OF JUSTICE
DOT	DEPARTMENT OF TRANSPORTATION
EQUIP	EQUIPMENT
FHWA	FEDERAL HIGHWAY ADMINISTRATION
FTA	FEDERAL TRANSIT ADMINISTRATION
GF	GENERAL FUND
HR	HUMAN RESOURCES
IGA	INTERGOVERNMENTAL AGREEMENT
INFO	INFORMATION
INT	INTEREST
IS	INCOME STATEMENT

SUNSET EMPIRE TRANSPORTATION DISTRICT  
COMMONLY USED ACRONYM LIST

MARCH

2021

INS	INTEGRATED NETWORK SYSTEM
IT	INFORMATION TECHNOLOGY
KTH	KEY TRANSIT HUBS
LCC	LOWER COLUMBIA CONNECTOR
LGIP	LOCAL GOVERNMENT INVESTMENT POOL
LGPI	LOCAL GOVERNMENT PERSONNEL INSTITUTE
LRCTP	LONG RANGE COMPREHENSIVE TRANSPORTATION PLAN
MAINT	MAINTENANCE
MBRC	MILES BETWEEN ROAD CALLS
MISC	MISCELLANEOUS
MM	MOBILITY MANAGEMENT
MOS	MONTH
MOU	MEMORANDUM OF UNDERSTANDING
NADTC	NATIONAL AGING AND DISABILITY TRANSPORTATION CENTER
NEMT	NON-EMERGENT MEDICAL TRANSPORTATION
NHMP	NATURAL HAZARDS MITIGATION PLAN
NRTAP	NATIONAL RURAL TRANSIT ASSISTANCE PROGRAM
NTI	NATIONAL TRANSIT INSTITUTE
NWACT	NORTHWEST AREA COMMISSION ON TRANSPORTATION
NWOTA	NORTHWEST OREGON TRANSIT ALLIANCE
OAR	OREGON ADMINISTRATIVE RULES
ODOT	OREGON DEPARTMENT OF TRANSPORTATION
OHA	OREGON HEALTH AUTHORITY
OHP	OREGON HEALTH PLAN
OrCPP	OREGON COOPERATIVE PROCUREMENT PROGRAM
ORS	OREGON REVISED STATUTES
OPTC	OREGON PUBLIC TRANSPORTATION CONFERENCE
OPTIS	OREGON PUBLIC TRANSIT INFORMATION SYSTEM
OPTP	OREGON PUBLIC TRANSPORTATION PLAN
OR	OREGON
OTA	OREGON TRANSIT ASSOCIATION
OTC	OREGON TRANSPORTATION COMMISSION
P&L	PROFIT AND LOSS
PARA	PARA-TRANSIT
PCA	PERSONAL CARE ATTENDANT
PM	PREVENTATIVE MAINTENANCE
PTAC	PUBLIC TRANSPORTATION ADVISORY COMMITTEE
PTD	PUBLIC TRANSIT DIVISION
PTSP	PUBLIC TRANSPORTATION SERVICE PROVIDER
QE	QUALIFIED ENTITY
QTR	QUARTER
RAC	RULES ADVISORY COMMITTEE
RC	RIDECARE

SUNSET EMPIRE TRANSPORTATION DISTRICT  
COMMONLY USED ACRONYM LIST  
MARCH  
2021

REHAB	REHABILITATION
RFP	REQUEST FOR PROPOSALS
RFQ	REQUEST FOR QUOTES
RIBTC	RURAL AND INTERCITY BUS TRANSPORTATION CONFERENCE
SDAO	SPECIAL DISTRICTS ASSOCIATION OF OREGON
SDIS	SPECIAL DISTRICTS INSURANCE SERVICES
SETD	SUNSET EMPIRE TRANSPORTATION DISTRICT
SETD GF	SUNSET EMPIRE TRANSPORTATION DISTRICT GENERAL FUND
SETD GEN	SUNSET EMPIRE TRANSPORTATION DISTRICT GENERAL FUND
SIP	SERVICE IMPROVEMENT PROGRAM
SSP/0401	ACCOUNT FROM OREGON DEPARTMENT OF HUMAN SERVICES
STF	SPECIAL TRANSPORTATION FUND
STIF	STATEWIDE TRANSPORTATION IMPROVEMENT FUND
STIP	STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM
STN	STATEWIDE TRANSPORTATION NETWORK
STP	SURFACE TRANSPORTATION PROGRAM
TAC	TECHNICAL ADVISORY COMMITTEE
TAC	TRANSPORTATION ADVISORY COMMITTEE (STF/5310/STIF)
TCTD	TILLAMOOK COUNTY TRANSPORTATION DISTRICT
TECH	TECHNOLOGY
TGM	TRANSPORTATION AND GROWTH MANAGEMENT
TO	TRANSPORTATION OPTIONS
TPJCC	TONGUE POINT JOB CORPS CENTER
TRB	TRANSPORTATION RESEARCH BOARD
TSP	TRANSPORTATION SYSTEMS PLAN
VETP	VETERANS ENHANCED TRANSPORTATION PROGRAM
YTD	YEAR TO DATE
ZEB	ZERO EMISSION BUS
ZEP	ZERO EMISSION PROPULSION
ZEBRA	ZERO EMISSION BUS RESOURCE ALLIANCE



**Sunset Empire Transportation District  
Board of Commissioners  
February 25, 2021  
Zoom Board Meeting Minutes**

1. CALL TO ORDER - Chair Tamra Taylor called the meeting to order at 9:01 AM.

2. ROLL CALL:

Present: Chair Tamra Taylor, Secretary/Treasurer Pamela Alegria, Commissioner Diana Nino, Commissioner Debbie Boothe-Schmidt, Commissioner Rebecca Read  
Commissioner Charles Withers and Tracy MacDonald excused

Staff: Executive Director Jeff Hazen, Chief Operating Officer Paul Lewicki, Executive Assistant Mary Parker, Paratransit Supervisor Jennifer Geisler, Transportation Options Specialist Kathy Kleczek, Human Resources Manager Sue Farmer, Mobility Manager Jason Jones

3. CHANGES TO AGENDA- No changes.

4. PUBLIC COMMENT (3 minutes)- No comments.

5. APPROVAL OF THE JANUARY 28, 2021 BOARD MINUTES AND FEBRUARY 17, 2021 BOARD WORK SESSION MINUTES-

**JANUARY 28, 2021 BOARD MEETING MINUTES**

Commissioner Read moved to approve the January 28, 2021 Board Minutes.

Commissioner Alegria seconded the motion.

Discussion- Commissioner Alegria said the wording of the second sentence in the Financial Reports minutes needs to be corrected. It will be changed to: "Hazen and Kelley will meet this afternoon to discuss reimbursements."

Roll Call Vote:

Name	Taylor	MacDonald	Alegria	Boothe-Schmidt	Nino	Withers	Read	
Aye	x	absent	x	x	x	absent	x	5
Nay								

Motion passed unanimously

**FEBRUARY 17, 2021 BOARD WORK SESSION MINUTES**

Commissioner Booth-Schmidt moved to approve the February 17, 2021 Work Session Minutes.

Commissioner Read seconded the motion.

Discussion- The date in the heading of the minutes should be changed to February 17, 2021. On page 8 on line 10 the word "only" should be added.

Roll Call Vote:

Name	Taylor	MacDonald	Alegria	Boothe-Schmidt	Nino	Withers	Read	
Aye	x	absent	x	x	x	absent	x	5
Nay								

Motion passed unanimously

6. FINANCIAL REPORTS-

- a. DECEMBER 2020- Financial Officer Kelly Smith presented the December 2020 Financial Reports and asked if there were any questions. Commissioner Nino asked about the listed phone reimbursement. Kelly said this was for a payment we made on a phone line that was transferred to Tillamook. Tillamook then reimbursed us for the payment.

Commissioner Boothe-Schmidt moved to approve the December 2020 Financial Reports as presented.

Commissioner Alegria seconded the motion.

Discussion- Commissioner Alegria asked what the difference between 1299 AR Conversion and 1210 Accounts Receivable System on page 13. Kelly said she will look that up and report back.

Roll Call Vote:

Name	Taylor	MacDonald	Alegria	Boothe-Schmidt	Nino	Withers	Read	
Aye	x	absent	x	x	x	absent	x	5
Nay								0

Motion passed unanimously

- b. JANUARY 2021-Financial Officer Kelly Smith presented the January 2021 Financial Reports and asked if there were any questions. Commissioner Nino asked why there was still a payment owed for August 2020 for Salon Boheme when they have made many monthly payments. Kelly stated that Salon Boheme had prepaid for August through December so it should clear off. Commissioner Nino also asked if the amount taken off Mary Parker’s card is the total amount of the fraudulent charges. Mary said yes it was the total amount. Commissioner Alegria asked if a number in parenthesis is the same as a minus and if so, could all the reports have the parenthesis used consistently. Kelly said she will try to format all reports to have parenthesis instead of a negative sign.

Commissioner Boothe-Schmidt moved to approve the January 2021 Financial Reports as presented.

Commissioner Nino seconded the motion.

Discussion-None

Roll Call Vote:

Name	Taylor	MacDonald	Alegria	Boothe-Schmidt	Nino	Withers	Read	
Aye	x	absent	x	x	x	absent	x	5
Nay								0

Motion passed unanimously

## 7. REPORTS FROM CHAIR AND COMMISSIONERS

- a. Chair Taylor-Reported that the Executive Director Evaluation Committee has met, and the forms have been sent out.
- b. Commissioner Alegria-Reported that the SDAO conference was an excellent conference especially Julie on the Board Meeting session.
- c. Commissioner Withers- Absent
- d. Commissioner Boothe-Schmidt-Nothing to report.
- e. Commissioner Nino-Reported that she had attended Special Districts Association of Oregon Conference and said it went very well and she was very impressed. Nino added that the technology worked well, and she had no problems with it and stated that she got a lot of value out of the sessions. Commissioner Nino also reported that she had picked up her County Elections packet and had some questions which Mary answered after checking with the Clerks and Elections office. Nino added that this will be her first election.
- f. Commissioner Rebecca Read-Amended her original “nothing to report” comment and reported that she had attended the SDAO Conference and found it very effective. She said she would like

the Board to someday use the information from the conference. Commissioner Read also said that she would like to have a conversation about Marketing and Telling Our Story.

- g. Commissioner MacDonald- Absent

8. OLD BUSINESS-

- a. ODOT AGREEMENT 34220 UPDATED AMENDMENT- Executive Director Hazen reported that after the Board approved the amended Agreement 34220 at the January meeting, he discovered that one of the vehicles that was going to be replaced had already been replaced several years earlier. Hazen said this has been corrected and he had emailed the corrected amendment out to the Board. The amendment from January was included in the Board Pack with the correct vehicle information- OPTIS No. V001480; 2014 Ford/Defender; 1FDGF5GT9EEB70471 placed right above the highlighted incorrect vehicle information-OPTIS No. V000522; 2009/Ford/StarCraft; 1FDWE35F62HA04693. Hazen requested that the Board approve the updated amendment to Agreement 34220 and authorize the Board Chair to sign it.

Commissioner Nino moved to approve the updated amendment to Agreement 34220 and authorize the Board Chair to sign it when received.

Commissioner Read seconded the motion.

Discussion- None

Roll Call Vote:

Name	Taylor	MacDonald	Alegria	Boothe-Schmidt	Nino	Withers	Read	
Aye	x	absent	x	x	x	absent	x	5
Nay								0

Motion passed unanimously

- b. BUDGET COMMITTEE APPOINTMENTS- Executive Director Hazen reported that there were no applications received for the Budget Committee, however there are three seats up for appointment. Hazen said two of the current members are willing to be reappointed and staff is recommending that Christine Lolich be reappointed to seat #5 and Mary Ann Brandon be reappointed to seat #6 each for three-year terms. There was discussion about finding another Budget Committee member and that the application is available on the SETD website.

Commissioner Alegria moved that the Board reappoint Christine Lolich to seat number 5, and Mary Ann Brandon to seat number 6 for three-year terms on the Budget Committee.

Commissioner Boothe-Schmidt seconded the motion

Discussion- None

Roll Call Vote:

Name	Taylor	MacDonald	Alegria	Boothe-Schmidt	Nino	Withers	Read	
Aye	x	absent	x	x	x	absent	x	5
Nay								0

Motion passed unanimously

9. NEW BUSINESS

- a. BUDGET COMMITTEE MEETING DATE- Executive Director Hazen said that the Board needs to set the dates for the Budget Training and 2 Budget Committee Meetings. Chair Taylor asked Executive Director Hazen to explain what the training consists of. Hazen said that it can change from year to year but this year the Budget layout will be quite different, so everybody needs to get an idea of what that entails. Hazen said he will not be discussing the actual budget in the

training but will be discussing the effect that Covid 19 has had on the budget. After discussion, the Board determined that the Budget Training will be on May 7<sup>th</sup> at 1:00 pm to 3:00 pm. The first Budget Meeting will be on May 17<sup>th</sup> at 9:00 am and the second Budget Meeting if needed will be on the May 24<sup>th</sup> at 9:00 am.

Commissioner Boothe-Schmidt moved to set the 2021-2022 Budget Training on May 7<sup>th</sup> from 1:00 pm to 3:00 pm and the first Budget Meeting on May 17<sup>th</sup> at 9:00 am and the second Budget Meeting if needed on May 24<sup>th</sup> at 9:00 am.

Commissioner Nino seconded the motion

Discussion-None

Roll Call Vote:

Name	Taylor	MacDonald	Alegria	Boothe-Schmidt	Nino	Withers	Read	
Aye	x	absent	x	x	x	absent	x	5
Nay								0

Motion passed unanimously

- b. **2021-2023 STRATEGIC PRIORITIES-** Executive Director Hazen explained that he had taken the Strategic Priorities input from the Board Work Session and combined or added them to the existing Strategic Priorities list. There was Board discussion and a request to add the word “locations” under Facility Investments after bus shelter amenities/access.

Commissioner Nino moved to approve the 2021-2023 Sunset Empire Transportation District Strategic Priorities with the discussed amendments.

Commissioner Booth-Schmidt seconded the motion.

Discussion- None

Roll Call Vote:

Name	Taylor	MacDonald	Alegria	Boothe-Schmidt	Nino	Withers	Read	
Aye	x	absent	x	x	x	absent	x	5
Nay								0

Motion passed unanimously

- c. **2021-2023 SPECIAL TRANSPORTATION FUND (STF) PROJECTS APPROVAL-**Executive Director Hazen explained that the Transportation Advisory Committee (TAC) met on February 17<sup>th</sup> and approved the proposed STF projects and made a recommendation to the Board that both projects be approved for funding by STF.

The first project is to continue to support fixed route service and paratransit service by providing \$125,795 in STF funds benefiting seniors and people with disabilities by continuing current services for their transportation needs to access healthcare, shopping, and social activities.

The second project is to stand up a fare free transportation program for people scheduled to receive their COVID-19 vaccinations at various locations in the county. This will be a program that utilizes both fixed route and paratransit services. Priority will be given to seniors and people with disabilities but will also be open to the public. \$60,072 will be used for this project. The Health Department will confirm that the person requesting transportation has an appointment prior to their being scheduled.

Commissioner Read moved that the Board approve the recommendation by the Transportation Advisory Committee to fund the two projects with STF funds.

Commissioner Boothe-Schmidt seconded the motion



Discussion- Commissioner Boothe-Schmidt said she was concerned that there might be HIPPA problems when confirming appointments. Executive Director Hazen said he had checked about this and there will not be any problems.

Roll Call Vote:

Name	Taylor	MacDonald	Alegria	Boothe-Schmidt	Nino	Withers	Read	
Aye	x	absent	x	x	x	absent	x	5
Nay								0

Motion passed unanimously

- d. 2021-2023 §5310 PROJECTS APPROVAL- Executive Director Hazen explained that the Transportation Advisory Committee (TAC) had met on February 17<sup>th</sup> and reviewed the proposed projects to be funded by §5310. Hazen said TAC is recommending to the Board that the proposed 12 projects be approved for funding by §5310.

Commissioner Alegria moved to approve the 12 projects with 5310 funds

Commissioner Nino seconded the motion

Roll Call Vote:

Name	Taylor	MacDonald	Alegria	Boothe-Schmidt	Nino	Withers	Read	
Aye	x	absent	x	x	x	absent	x	5
Nay								0

Motion passed unanimously

10. CORRESPONDENCE- None

11. EXECUTIVE DIRECTOR REPORT- Executive Director Hazen apologized for not including his report in the Board Pack this month when it somehow got deleted by mistake. Hazen reported that ridership was down in January by 31% and year to date ridership is down 41%. Hazen reviewed the new federal requirements for using masks which excludes face coverings and requires having masks that cover the nose and mouth and have no gaps. Gators must be doubled up. Masks now must be worn while at bus stops, while on transit property and on the buses and there is signage explaining new requirements posted including large poster boards at the Transit Center. Hazen explained that we are supposed to enforce the new requirements from a compliance point not an enforcement point, however if someone refuses to wear a mask and does not have a legitimate reason not to, they will be excluded from our system for 90 days. We will also report that person to the Transportation Safety Administration (TSA), who will follow up and may fine the person between \$250 and \$1500. If someone cannot wear a mask, they are required to have a certification from their doctor verifying not wearing a mask is a disability as defined under the American with Disability Act and the CDC, FTA and TSA have made it very clear that acceptable exceptions are very narrow. SETD has an eligibility review process in place that will determine if they qualify for the exemption. Hazen reported that SETD's on-time performance for January was 60.5%, Tillamook was at 70.6% and Lincoln County 59.8%. Hazen pointed out SETD has 9 routes, Tillamook has 7 routes and Lincoln only has 5 routes so Tillamook and Lincoln both have better odds of being on time. Hazen discussed the COVID vaccine transportation plan explaining the first phase will be using Paratransit services to transport people from their home to the vaccination sights. The second phase will be when the vaccine becomes more available, and there are mass vaccine clinics, our intention is to set up temporary pop-up park and rides and we will shuttle them to the vaccine sights. Hazen said the third phase will take place next Monday when he attends the PTAC meeting and as chair will be proposing that a portion of the CARES ACT money that is left over be distributed to rural transit agencies so that they

can also set up stand-up COVID vaccination transportation programs as well. Hazen said to save time he will be asking for an amendment to the CARES ACT funds. Executive Director Hazen said he thought the SDAO Conference went great, and they did a great job virtually. Hazen said he played trivia and he won the treasure hunt. Hazen said he has been working on and will be submitting the STF, 5311, 5310, and 5304 grants by March 1<sup>st</sup>.

12. LEADERSHIP TEAM REPORTS- Open discussion between Board and Team members.

13. OTHER ITEMS-

Meeting was adjourned at 10:50 AM

Mary Parker, Recording Secretary

Secretary/Treasurer \_\_\_\_\_ Date \_\_\_\_\_  
Pamela Alegria

An audio recording of this meeting is available by contacting Mary Parker at [mary@ridethebus.org](mailto:mary@ridethebus.org)

DRAFT

**Sunset Empire Transportation District**  
**FEBRUARY FINANCIAL EXCEPTIONS & INFORMATION REPORT**  
**For the March 2021 Board of Commissioner's Meeting**

NOTE on Reviewing Financials: Month 8 = 66.6% of Fiscal Year Budget\*

**Preliminary General Fund Profit and Loss**

The District's General Fund Total Year to Date (YTD) Income was \$2,901,898 (\$579,133 less than budget), YTD Total Materials & Services was \$226,160 (\$60,516 under budget).

**Revenue**

- 4010 Fares: Revenues for the month were \$9,176; \$366 less than monthly budget and \$1,395 less than YTD budget.
- Lower Columbia Connector: Revenues for the month were \$3,115; \$3,135 less than monthly budget and \$17639 less than YTD budget.
- 4021 Medicaid Fares: Revenues for the month were \$2,950; \$425 less than monthly budget and \$14,349 over YTD budget.
- 4022 Paratransit Fares: Revenues for the month were \$644; \$1,023 less than monthly budget and \$6,127 less than YTD budget.
- 4030 Contracted Services-IGA: No revenue for Feb; \$5,000 under monthly budget and \$39,142 less than YTD budget
- 4110 NW Navigator: Under budget YTD by \$4,045.
- 4205 Property Taxes: \$6,251 received. Over budget YTD \$54,937.
- 4250 Timber Sales: \$52,173 received. Over budget YTD \$92,062.
- 4420 Parking: All spaces are rented.
- 4505 Interest: Feb interest received was \$492. Under budget YTD \$92.
- 5000 Grants: Received \$206,773 for reimbursement for 3<sup>rd</sup> Q FY21.

**Expense**

- 7000 VET Provider Payments: Rides for the month of January totaled \$53.
- 8020 B&M: Under monthly budget \$275, over YTD budget \$6,509.
- 8031 Online Sub & IT Services: Over monthly budget \$9,400 – Annual payment for GPS on buses.
- END

\*\* Fuel under budget YTD \$44,181. Materials & Services (without capital expense) is under budget for MTD by \$3,340 and under budget YTD \$16,335.

**Follow up Items:**

budget line items will vary based on expenditure time cycles. Items such as Fuel, Wages, & Bldg. Grounds and Maintenance are more consistent on a monthly basis and can be used to gauge against the percentage. However, other items such as Insurance and Legal Counsel have irregular payment cycles and therefore are not as good to judge against the percentage.

**Consolidated Statement of Activity - MTD and YTD**  
**February 28, 2021**

	<u>M-T-D</u> <u>Actual</u>	<u>M-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>
Revenues						
4010 FIXED ROUTE FARES	9,176.20	9,542.00	(365.80)	74,941.13	76,336.00	(1,394.87)
4015 LOWER COLUMBIA CONNECTOR	3,114.94	6,250.00	(3,135.06)	32,361.02	50,000.00	(17,638.98)
4020 PARATRANSIT FARES	0.00	0.00	0.00	480.05	0.00	480.05
4021 MEDICAID FARES - IGA	2,950.00	3,375.00	(425.00)	41,348.64	27,000.00	14,348.64
4022 PARATRANSIT FARES	644.00	1,667.00	(1,023.00)	7,209.00	13,336.00	(6,127.00)
4030 CONTRACTED SERVICES-IGA	0.00	5,000.00	(5,000.00)	858.00	40,000.00	(39,142.00)
4040 OTHER FARES	0.00	0.00	0.00	24.00	0.00	24.00
4110 NW NAVIGATOR	2,954.50	767.00	2,187.50	2,091.32	6,136.00	(4,044.68)
4120 GREYHOUND	0.65	67.00	(66.35)	10.85	536.00	(525.15)
4130 OTHER-VENDING	0.00	167.00	(167.00)	0.00	1,336.00	(1,336.00)
4205 PROPERTY TAXES	5,112.24	6,000.00	(887.76)	1,008,316.39	953,300.00	55,016.39
4206 PRIOR YEAR TAXES	1,134.90	3,885.00	(2,750.10)	20,873.05	21,300.00	(426.95)
4207 PROPERTY TAX INTEREST	3.89	0.00	3.89	347.10	0.00	347.10
4310 TIMBER SALES	52,173.48	55,000.00	(2,826.52)	207,061.69	115,000.00	92,061.69
4315 MASS TRANSIT ASSESSMENT	0.00	0.00	0.00	74,350.32	55,000.00	19,350.32
4410 BILLBOARD LEASE	0.00	0.00	0.00	1,200.00	1,200.00	0.00
4420 PARKING SPACE LEASE	760.00	746.00	14.00	6,000.80	5,968.00	32.80
4505 INTEREST EARNED ON BANK ACCT	491.74	584.00	(92.26)	3,727.34	3,838.00	(110.66)
4605 OTHER INCOME	15.00	12.50	2.50	1,849.33	100.00	1,749.33
5201 OREGON STF FUNDS	0.00	0.00	0.00	70,398.00	70,397.25	0.75
5202 OREGON STIF FUNDS-DISCRETIONARY	53,916.00	0.00	53,916.00	168,359.00	0.00	168,359.00
5203 OREGON STIF FUNDS-FORMULA	0.00	157,750.00	(157,750.00)	512,255.00	473,250.00	39,005.00
5204 OREGON STIF FUNDS-STN	0.00	109,191.00	(109,191.00)	0.00	327,573.00	(327,573.00)
5301 5311 ADMIN/OPERATIONS	142,033.00	0.00	142,033.00	381,713.00	250,610.50	131,102.50
5302 5310 MOBILITY MGT/PM	0.00	34,744.00	(34,744.00)	51,439.00	104,232.00	(52,793.00)
5303 PM	0.00	0.00	0.00	3,000.00	0.00	3,000.00
5304 TRANSPORTATION OPTIONS	0.00	21,644.25	(21,644.25)	51,915.91	64,932.75	(13,016.84)
5306 CARES ACT	10,824.00	0.00	10,824.00	10,824.00	200,000.00	(189,176.00)
5401 5339 CAPITAL PURCHASE	0.00	0.00	0.00	171,813.00	619,650.00	(447,837.00)
Total Revenues	285,304.54	416,391.75	(131,087.21)	2,904,766.94	3,481,031.50	(576,264.56)

	<u>M-T-D</u> <u>Actual</u>	<u>M-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>
<u>Expenses</u>						
6010 WAGES	158,566.55	162,421.00	3,854.45	1,338,488.38	1,299,386.00	(39,102.38)
6110 TAXES	19,252.82	17,142.00	(2,110.82)	182,342.31	174,863.00	(7,479.31)
6210 BENEFITS	51,310.25	57,405.75	6,095.50	414,003.26	459,249.00	45,245.74
<b>SUB TOTAL WAGES/TAXES/BENEFITS</b>	<b>458,259.24</b>	<b>473,937.50</b>	<b>15,678.26</b>	<b>3,869,667.90</b>	<b>3,866,996.00</b>	<b>(2,671.90)</b>
7010 VET PROVIDER RIDES	53.48	833.00	779.52	3,494.91	6,668.00	3,173.09
8000 AUDIT	0.00	1,417.00	1,417.00	7,570.00	11,336.00	3,766.00
8001 PROFESSIONAL SERVICES	0.00	4,500.00	4,500.00	20,271.84	36,000.00	15,728.16
8002 LEGAL COUNSEL	0.00	667.00	667.00	3,613.98	5,336.00	1,722.02
8003 BANK & MERCHANT FEES	64.82	166.00	101.18	657.17	1,332.00	674.83
8005 PAYROLL PROCESSING FEES	0.00	0.00	0.00	1,228.38	500.00	(728.38)
8010 EQUIP LEASE/RENT	188.00	225.00	37.00	1,570.40	1,800.00	229.60
8015 COMP/FURNITURE/DURABLE GOODS	117.81	2,500.00	2,382.19	17,553.19	20,000.00	2,446.81
8020 B&M	2,891.18	3,166.00	274.82	31,844.95	25,336.00	(6,508.95)
8023 BUILDING LEASE	1,138.00	1,250.00	112.00	9,392.00	10,000.00	608.00
8024 SANITATION	29.98	167.00	137.02	21,081.50	1,336.00	(19,745.50)
8031 ONLINE SUB & IT SERVICES	20,650.50	11,250.00	(9,400.50)	132,994.56	90,000.00	(42,994.56)
8040 TELEPHONE/INTERNET	1,318.77	5,000.00	3,681.23	22,631.73	40,000.00	17,368.27
8041 UTILITIES	2,816.68	2,916.00	99.32	18,825.93	23,336.00	4,510.07
8050 HR & EMPLOYEE RECOGNITION	63.32	2,375.00	2,311.68	14,199.28	19,008.00	4,808.72
8060 TRAVEL & TRAINING	308.06	2,585.00	2,276.94	5,993.89	20,682.00	14,688.11
8080 OUTREACH/PRINTING	1,690.65	3,333.00	1,642.35	5,788.08	26,668.00	20,879.92
8090 DUES/SUBSCRIPTIONS	0.00	1,242.00	1,242.00	23,493.04	9,936.00	(13,557.04)
8091 IGA-DUES	0.00	1,000.00	1,000.00	0.00	8,000.00	8,000.00
8092 FEES/TAXES/LICENSES	627.00	216.00	(411.00)	3,284.14	1,736.00	(1,548.14)
8100 INSURANCE	0.00	0.00	0.00	52,913.71	53,500.00	586.29
8105 UNINSURED LOSS	0.00	1,250.00	1,250.00	4,146.17	10,000.00	5,853.83
8110 LEGAL ADS	0.00	83.00	83.00	121.80	668.00	546.20
8112 MEETING EXPENSE	0.00	167.00	167.00	556.24	1,336.00	779.76
8116 OFFICE SUPPLIES	997.44	1,500.00	502.56	10,138.34	12,004.00	1,865.66
8170 FUEL	16,836.15	20,833.00	3,996.85	122,486.99	166,668.00	44,181.01
8171 VEHICLE REPAIR/OUTSIDE SERVICES	11,523.93	14,625.00	3,101.07	101,616.17	117,008.00	15,391.83
8180 SHOP SUPPLIES/RENTALS	136.08	375.00	238.92	2,056.88	3,000.00	943.12
<b>SUB TOTAL MAINT/SERVICES</b>	<b>28,496.16</b>	<b>35,833.00</b>	<b>7,336.84</b>	<b>226,160.04</b>	<b>286,676.00</b>	<b>60,515.96</b>
<b>9200 CAPITAL EXPENSE</b>	<b>0.00</b>	<b>420,750.00</b>	<b>420,750.00</b>	<b>201,127.00</b>	<b>841,500.00</b>	<b>640,373.00</b>
Total Expenses	290,581.47	741,359.75	450,778.28	2,775,486.22	3,498,192.00	722,705.78
Excess Revenue Over (Under) Expenditures	(5,276.93)	(324,968.00)	(581,865.49)	129,280.72	(17,160.50)	(1,298,970.34)

**Consolidated Balance Sheet**  
**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
 For 2/28/2021

	This Year	Last Year	Change
<b>Assets</b>			
1020 GENERAL CHECKING LC BANK	241,185.65	0.00	241,185.65
1030 LGIP - GENERAL FUND	802,292.45	0.00	802,292.45
1040 PAYROLL ACCOUNT LC BANK	97,841.33	0.00	97,841.33
1050 MONEY MARKET LC BANK	5,666.89	0.00	5,666.89
1095 CASH RECEIPTS CLEARING SYSTEM	1,426.89	0.00	1,426.89
1210 ACCOUNTS RECEIVABLE SYSTEM	6,089.42	0.00	6,089.42
1251 PASS TRANSIT RECEIVABLES	20.00	0.00	20.00
1299 A/R CONVERSION	(10,165.48)	0.00	(10,165.48)
1410 PREPAID EXP	(1,233.83)	0.00	(1,233.83)
1425 PREPAID WORK COMP	(33,412.46)	0.00	(33,412.46)
	<hr/>	<hr/>	<hr/>
Total Assets	1,109,710.86	0.00	1,109,710.86
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
<b>Liabilities and Net Assets</b>			
2010 ACCOUNTS PAYABLE SYSTEM	147,799.87	0.00	147,799.87
2050 CREDIT CARD PAYABLE	51,311.43	0.00	51,311.43
2059 CREDIT CARD PAYMENT CLEARING	(37,555.54)	0.00	(37,555.54)
2060 PAYABLE TO NWN	54.78	0.00	54.78
2080 OVER PAYMENTS/UNAPPLIED CREDITS	47.50	0.00	47.50
2099 A/P CONVERSION	(19,986.27)	0.00	(19,986.27)
2110 SOCIAL SECURITY TAX-EMPLOYEE	(1,130.76)	0.00	(1,130.76)
2112 PR SUTA	0.02	0.00	0.02
2114 FED W/H TAX PAYABLE	(623.87)	0.00	(623.87)
2115 MEDICARE TAX-EMPLOYEE	1,130.77	0.00	1,130.77
2116 MEDICARE TAX-EMPLOYER	0.01	0.00	0.01
2121 FSA-PT	28.88	0.00	28.88
2122 OREGON TRANSIT ASSESSMENT	(813.55)	0.00	(813.55)
2124 BENEFITS MEDICAL SDIS	(10,906.62)	0.00	(10,906.62)
2130 AFLAC-AT	(1,275.39)	0.00	(1,275.39)
2131 AFLAC-PT	(311.34)	0.00	(311.34)
2132 UNITED WAY	315.00	0.00	315.00
2133 GARNISHMENTS	286.65	0.00	286.65
2134 ATU	(805.14)	0.00	(805.14)
2135 MASA	(94.33)	0.00	(94.33)
2140 RETIREMENT- 457(b)	(1,780.00)	0.00	(1,780.00)
2141 RETIREMENT-ER 457	14.99	0.00	14.99
2142 RETIREMENT-ROTH 457 (B)	(343.30)	0.00	(343.30)
	<hr/>	<hr/>	<hr/>
Total Liabilities	125,363.79	0.00	125,363.79
3000 FUND BALANCE	846,277.82	0.00	846,277.82
Change in Net Assets	134,085.39	0.00	134,085.39
	<hr/>	<hr/>	<hr/>
Total Net Assets	980,363.21	0.00	980,363.21
	<hr/>	<hr/>	<hr/>
Total Liabilities and Net Assets	1,105,727.00	0.00	1,105,727.00
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**A/R Aging as of 2/28/2021**

<u>Customer</u>	<u>Due Date</u>	<u>Invoice</u>	<u>Invoice Date</u>	<u>Descriptor</u>	<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>Total</u>
[6251] AMTRAK	12/02/2020	1108	11/02/2020	October Settlement	0.00	0.00	0.00	1,309.28	1,309.28
[6251] AMTRAK	12/31/2020	1109	12/01/2020	November Settlement	0.00	0.00	1,534.24	0.00	1,534.24
[6247] SALON BOHEME ATTN SALLY	1/11/2021	1119	1/01/2021	January Parking-Space #2	0.00	0.00	47.50	0.00	47.50
[6251] AMTRAK	1/31/2021	1138	1/01/2021	December Settlement	0.00	1,116.40	0.00	0.00	1,116.40
[6060] CLATSOP COUNTY SHERIFF	3/03/2021	1143	2/01/2021	January Poker Chips	84.00	0.00	0.00	0.00	84.00
[6247] SALON BOHEME ATTN SALLY	2/11/2021	1150	2/01/2021	Feb 2021 Parking-Space	0.00	47.50	0.00	0.00	47.50
[6085] DHS CHILD WELFARE-	1/20/2021	1123	12/21/2020	January 2021 Bus Pass	0.00	0.00	20.00	0.00	20.00
[6243] ARBOR CARE TREE	2/11/2021	1146	2/01/2021	Feb 2021 Parking-Space	0.00	47.50	0.00	0.00	47.50
[6246] RUSTY DAHLIA	12/11/2020	1103	12/01/2020	December Parking-Spaces	0.00	0.00	0.00	95.00	95.00
[6214] TILLAMOOK COUNTY	3/03/2021	1164	2/01/2021	Jan 2021 Bus Passes	740.00	0.00	0.00	0.00	740.00
[6251] AMTRAK	3/03/2021	1157	2/01/2021	Jan 2021 Settlement	1,068.00	0.00	0.00	0.00	1,068.00
<b>Total</b>					<b>1,892.00</b>	<b>1,211.40</b>	<b>1,601.74</b>	<b>1,404.28</b>	<b>6,109.42</b>

**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**Accounts Payable Aging by Vendor**

<u>Invoice Date</u>	<u>Activity</u>	<u>Invoiced Date</u>	<u>Invoiced Description</u>	<u>Due Date</u>	<u>Original Amount</u>	<u>Not Yet Due</u>	<u>Less Than 30 Days</u>	<u>Less Than 60 Days</u>	<u>More Than 60 Days</u>
2/01/2021	COASTCOM BY WAVE	2/01/2021	121315701-0008638	2/02/2021	(262.92)	0.00	0.00	(262.92)	0.00
<b>Total for [6065] COASTCOM BY WAVE</b>					<b>(262.92)</b>	<b>0.00</b>	<b>0.00</b>	<b>(262.92)</b>	<b>0.00</b>
<b>Report Total</b>					<b>(262.92)</b>	<b>0.00</b>	<b>0.00</b>	<b>(262.92)</b>	<b>0.00</b>



**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**Check Listing with Accounting Distribution**

<u>Check Number</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Check Amount</u>
20665	2/02/2021	[6193] SDIS - Invoices 2020-01, 2021-02, Feb 2021	BENEFITS MEDICAL SDIS	43744.32	43,744.32
20670	2/02/2021	[6237] WILCOX & FLEGEL - 01/2021	FUEL	1965.03	12,387.01
			FUEL	135.10	
			FUEL	2528.14	
			FUEL	7758.74	
EFT	2/12/2021	[6225] VALIC-JPM CHASE - PR Dated 02/12/21	RETIREMENT - 457(b)	3319.52	5,926.20
			RETIREMENT-ER 457	2304.00	
			RETIREMENT-ROTH 457 (B)	342.05	
			RETIREMENT	<b>(-39.37)</b>	
20688	2/17/2021	[6116] IFOCUS CONSULTING - Invoices 13892, 13918, 13928	IT SERVICES/CONTRACTS	5222.50	5,702.50
			TAXES/LICENSES/BUS REG	480.00	
			FEES		
20703	2/17/2021	[6193] SDIS - Invoices 010121INS, WCQ42020	WORKER'S COMP SDIS INS	59.94	28,200.74
			WORKER'S COMP SDIS INS	1065.85	
			GENERAL LIABILITY	4115.75	
			PROPERTY	2878.75	
			AUTO	11045.75	
			WORKER'S COMP SDIS INS	9034.70	
<b>Total Checks</b>					<b>95,960.77</b>

Date: March 18, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.a Fare Collection as a Service Agreement

On February 2<sup>nd</sup>, we issued a request for proposals for a Fare Collection as a Service also known as an E-fare system. We reached out to four companies and received two proposals by the deadline of March 1<sup>st</sup>. The companies responding were Cubic and Token Transit. Paul, Jason and I evaluated the proposals and met to discuss them. The evaluation criteria consisted of the following:

- Adequacy, completeness, thoroughness and effectiveness in addressing all of the required functions, capabilities and services
- Demonstrated operation of the service in at least one other agency
- Operational references
- Price, payment and terms

Both proposals met the first three criteria very well. All of the transit agencies working with both companies are happy with the service that they are getting from their respective providers. Cubic, the company that bought Delerrok and their Touch Pass system, is the provider at Rogue Valley Transportation District, Lane Transit District and Cascades East Transit. Token Transit is the provider for Columbia Area Transit in Hood River. They have also been selected to be the provider for seven transit agencies that are part of the Cascades West Council of Governments. Two of the agencies are Benton County Transit and Lincoln County Transit who are both part of NWOTA.

The final evaluation criteria are price, payment and terms. Cubic's proposal to start up the service was \$87,077.50. They would then charge a fee of \$.03 per validation for 25,000 or more validations in a month. 0-25,000 validations would cost \$2,000 per month. Our average ridership for the past 8 months is 11,690 which means we would pay the flat \$2,000 fee each month. Token Transit's proposal to start up the service is \$0. They would charge an 8% fee for all purchases of passes or fare. If the purchase is less than \$2.00, the fee would be \$.06 + 7%.

The evaluation committee has selected Token Transit to be our provider based on price and the fact that two of our NWOTA partners will be using this service. Token Transit can be used in multiple areas and they are able to support the NW Connector Pass program. The deadline to protest the decision was March 16<sup>th</sup> and there was no protest submitted by Cubic.

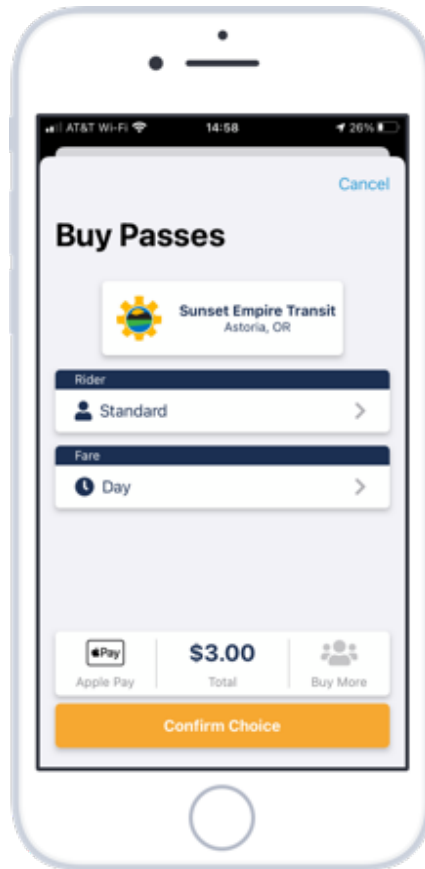
The attached Terms of Service have been reviewed and approved by our legal counsel. Staff is recommending that a motion be made stating, **I move that we approve the terms of service and authorize the Board chair to sign it.**



# Token Transit

Request for Proposal (RFP)

“Fare Collection as a Service”



Token Transit, Inc.  
1015 Fillmore St. PMB 68827  
San Francisco, CA 94115  
www.tokentransit.com  
info@tokentransit.com  
415-918-6770

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# Letter of Interest

Zachary Browne - Token Transit Founder  
1015 Fillmore St. PMB 68827  
San Francisco, CA 94115  
zbrowne@tokentransit.com  
415-918-6770

Dear Mr. Hazen,

Token Transit is pleased to offer this enclosed proposal for a Transit Mobile Ticketing Services for Sunset Empire Transportation District. Token Transit is more than a mobile ticketing application; it is a fare payment platform that gives you the control to:

- Let riders purchase transit passes directly in the apps they already use such as Google Maps, Transit App, Moovit, and any other local apps.
- Partner with social service agencies, schools, and employers to instantly distribute thousands of transit passes to riders via email or text message with a single click.
- Protect low income riders with fare capping so your most vulnerable riders never pay more than they should for transit passes each month.
- Keep drivers and riders safely distanced immediately by launching Token Transit's 100% turnkey mobile ticketing platform that is set up and ready to go.

*"Omnitrans implemented Token Transit as a mobile digital outlet and **our riders couldn't have been happier**. 91% of riders using Token Transit were satisfied. Omnitrans riders also ranked Token Transit with Net Promoter Score of 70, which places **Token Transit as an elite customer-focused company, not just within transit, but amongst all industries.**"*

Jeremiah Bryant, Service Planning Manager, Omnitrans (San Bernardino, CA)

We look forward to a partnership that will help SETD continue expanding its services and increasing convenience for all riders. Let's make transit better through payments.

Sincerely,

Zachary Browne  
Founder - Token Transit

# Better Transit Through Payments

**Token Transit is not a traditional transit agency vendor.**

We are a team of technology entrepreneurs dedicated to making transit better through payments. We believe in open API's, scalable software, and collaborative development with our agency partners.



When you join the Token Transit platform, trusted by 100+ agencies nationwide, you are not only unlocking tools to increase your ridership and promote rider convenience; you are contributing to a shared industry platform that improves the entire public transit ecosystem.

Key differentiators of the Token Transit platform include:

- **API's to sell your passes everywhere** - Make your fares available in Google Maps, Transit App, Moovit, and any other apps your riders use today. Just like the airline industry makes their passes available in Kayak, Expedia, Orbitz, etc., we give you the control to make your passes available in any app.
- **New features and updates at no additional cost**- New developments are constantly launching on the Token Transit platform, available to all agencies at no extra cost. Previous examples include promo codes, SMS rider alerts, Apple/Google pay support, and enhanced ridership analytics and mapping. Our agency partners collaborate with us to launch new features together that benefit all agencies.
- **Aligned incentives for collaboration** - Token Transit commission-based pricing aligns our incentives to collaborate with you to sell as many passes as possible. We actively engage with our partners to promote mobile ticketing, develop marketing strategies, launch institutional pass programs, and build new features in order to increase your ridership.

If we can stress one thing in this RFP response, it would be to please call our references. Token Transit works with over 100 agencies across 36 states (listed below), we take pride in our agency relationships, and encourage you to call any of them.

We look forward to partnering with you. Together, we can make transit better through payments.

# Platform Feature Overview

**Accept Cash, Access for Unbanked** - Token Transit's "text a pass" feature lets customer service centers and 3rd party retailers accept cash in exchange for mobile transit passes.

**Integrates with 3rd party apps** - Trip planning apps and multimodal apps for microtransit and bikeshare can easily let riders purchase Token Transit passes from directly within their apps.

**Fare-Capping / "Best Fare" support** - Token Transit's account-based system supports fare-capping, ensuring that riders never pay more than the pass that is in their best interest.

**Text transit passes to others** - Token Transit's "text a pass" feature lets anyone with an internet connection text a pass to someone else using [www.tokentransit.com/send](http://www.tokentransit.com/send).

**Ready to Launch** - Launch Token Transit's 100% turnkey ticketing platform in days.

**Multi-agency/Nationwide app** - The same Token Transit can be used everywhere across North America. It also easily supports inter-agency transfer agreements.

**Add Any Fare** - Day pass, 10-ride, monthly pass, zone-based, and reduced fares are all supported

**Flexible Validation** - Validate passes in a variety of ways including visual, "tap to board", or QR

**Multimodal "glue" for 3rd party mobility** - Token Transit's open API's tie together payments across 3rd party mobility providers, allowing for seamless "all access" transit bundle products

**Pass promotions and partnerships** - Set up pass programs and distribute thousands of transit passes in minutes using Token Transit's "Institution Portal" feature used by Universities and

**24-7 Customer support** - Worry-free customer support is managed by Token Transit. Agencies have the tools to manage it if they prefer to operate it themselves.

**Paratransit Support** - Token Transit supports many paratransit systems across our 100+ agencies

**Unmatched References** - Please call them. They are responsible for our rapid growth!

## Let riders buy passes where they already plan trips

The Token Transit API let's riders purchase and use Token Transit passes from directly within the existing apps they already use, including Google Maps, Transit App, Moovit, and any local apps that your riders use; no need to download another app! You, the agency, decide where you want your passes sold. Token Transit increases riders' choice while giving agencies control.

*“Currently, 80 percent of millennials consult with either Google or Apple Maps for transportation planning, suggesting that partnerships with the two companies may be both fiscally and practically the easiest path.”*

APTA 2018 Mobility Study - “The Transformation of the American Commuter” ([link](#))



The Token Transit API gives your agency the control to sell passes in 3rd party apps just like airlines do on Kayak, Expedia, Priceline, Orbitz, etc. All passes purchased in 3rd party apps validate and reconcile funds to your account in an identical manner, Just like tickets purchased on 3rd party websites for airlines function in an identical manner when scanning to board your flight. A video demo of the Token Transit API is here: [tokentransit.com/sl/api-demo](https://tokentransit.com/sl/api-demo).

### FAQs:

- If riders already have Google Maps on their phone do they need to download Token Transit too? *No. riders can purchase and use passes directly in Google Maps.*
- Does this cost extra? *No, integrations are included in Token Transit's standard pricing.*
- Do I have to do any extra work with these partners? *No, you let us know what apps you'd like your passes in and Token Transit does the rest.*
- Do tickets validate differently in different apps? *No. Tickets validate identically for all apps.*
- Will fare reconciliation and customer service happen in the same place? *Yes. Token Transit consolidates it all in one place and provides data on where your passes are sold.*



## Distribute Thousands of Passes via SMS with “Send a Pass”

Token Transit pass programs allow you to form partnerships with institutions that help you increase ridership and revenue, while simplifying pass distribution. Detailed analytics let you track pass utilization in order to show value to external parties. Demo video - [tokentransit.com/sl/pass-programs](https://tokentransit.com/sl/pass-programs)

Token Transit conducts pass programs in many different ways in which 3rd parties purchase transit passes. Examples include the University of Nebraska, students, faculty and staff in Lincoln, NE ([sign up link](#)) and sending out passes for Non-Emergency Medical Transportation in Modesto, CA ([link](#)). Agencies can drive growth without funding it themselves.

The screenshot shows the 'SEND A PASS' interface for the 'MODESTO MEDI-CAL BUS MOBILE PASS DISTRIBUTION PROGRAM'. The page header includes 'Token Transit' and navigation links for 'DOWNLOAD', 'SUPPORT', 'SEND A PASS', and 'TRANSIT AGENCIES'. The main heading is 'MODESTO MEDI-CAL BUS MOBILE PASS DISTRIBUTION PROGRAM'. Below the heading, there is a note: 'Enter client's phone number to send them a pass. Reduced fare passes require proof of eligibility.' The form is titled 'SEND PASS' and features the 'MAX MODESTO AREA EXPRESS' logo. It includes a 'PHONE' field for the client's phone number, a 'PASS TYPE' section with various options like 'Regular 1 Ride', 'Regular All Day', 'Regular Seven Day', 'Regular 50 Ride', 'Regular 31 Day', 'Regular MAX to ACE One Way', 'Regular MAX to ACE 20 Ride', 'Regular MAX to BART One Way', 'Regular MAX to BART Round Trip', 'Regular MAX to BART 7 Day', and 'Regular MAX to BART 31 Day', and a 'MEDI-CAL DISTRIBUTION PASSWORD' field. A blue 'SEND PASS' button is located at the bottom of the form.

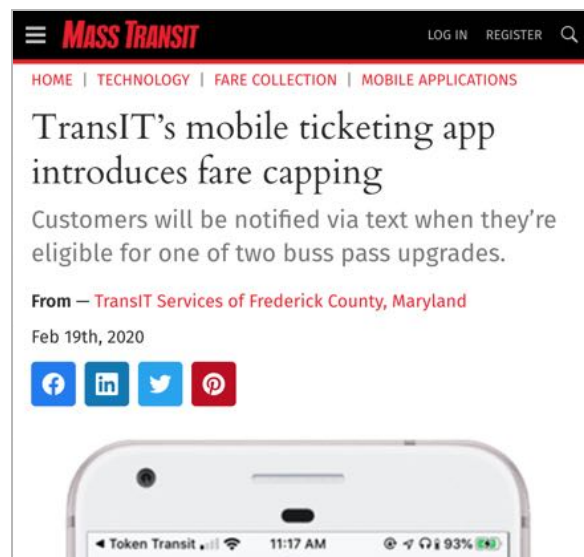
### FAQs:

- How do riders get their pass after signing up online? *Passes are sent via text message directly to a rider's phone. They function identically to standard Token Transit tickets.*
- Can we create custom passes for specific programs only? *Yes, you can create passes with any parameters. For example: a college semester pass.*
- How does billing work? *Billing and reconciliation happens automatically in standard transfer reports.*
- How does Token Transit charge for pass programs? *Pass programs are included in our standard “percentage of passes sold” agreement*

## Promote Rider Equity with Fare Capping

Fare capping is a pay-as-you-go system that guarantees riders will not pay more than the lowest authorized fare for any period of travel. It helps low income riders who spend more on fares than they should because they cannot afford the upfront cost of monthly passes. Video explaining fare capping: <https://transitcenter.org/video/the-fare-capping-chronicles/>

Fare capping is a feature of many world-class transit systems including London, Berlin, and Sydney. Token Transit democratized fare capping by making it available to all agencies and riders, effective immediately and at no extra cost.



### FAQs:

- What if my agency doesn't want to do fare capping? *Fare capping is optional.*
- Will fare capping reduce my agency's fare revenue? *Analysis from Tri-Met in Portland, OR, the first major US city to implement fare capping, estimated it would reduce fare revenue by 1-1.5%, but would also reduce fare evasion. [Source](#)*
- What pass types are included in fare capping? *You can include any period pass type (day pass, week pass, month pass, etc.)*
- Does the fare capping feature cost extra? *No.*
- Can unbanked riders use fare capping? *Yes. Token Transit offers a "cash to digital passes" service. Those passes count towards fare capping.*

## Enable Safe, Contactless Payment Options

What makes the Token Transit mobile ticketing platform superior for protecting drivers, staff, riders, and partners?

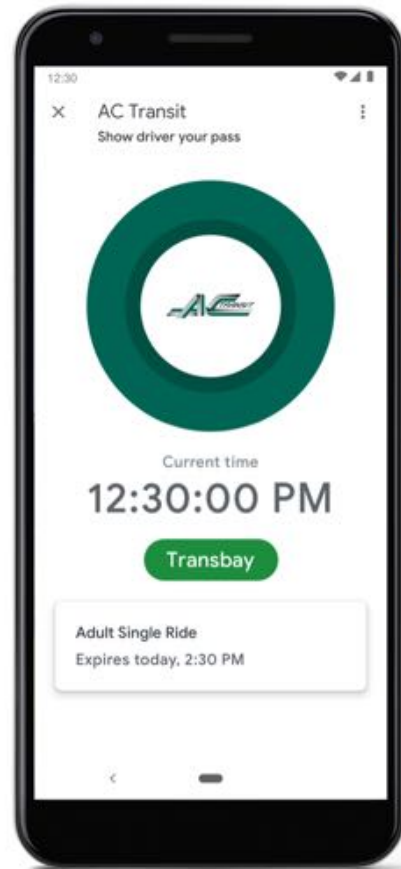
**Protect drivers** - Ticket security features clearly designed to be visible from 6+ feet away

**Protect staff** - Avoid risk of contact while distributing paper passes in person.

**Protect riders** - Receive and use passes without close contact with others. Purchase passes in existing apps - no need to convince riders to download a new app to keep safe

**Protect partners** - Text-a-pass allows partners to distribute passes in a safe way. Anyone can send passes to anyone else using [www.tokentransit.com/send](http://www.tokentransit.com/send).

**Launch in 24 hours** - Promote contactless fares and social distancing immediately.



*Joint marketing material for a collaborative launch with Token Transit and Transpo (South Bend, IN)*

# Project Approach

## Mobile Ticketing Customer Application

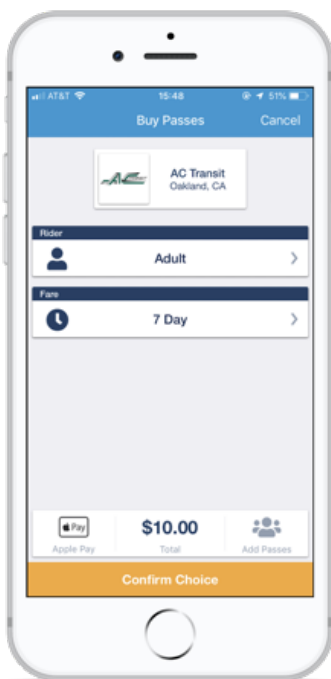
Token Transit's API let's you, the agency, choose which app(s) you want to promote for your riders to use (Transit, Google Maps, Moovit, etc.) By default, the Token Transit app is a simple, intuitive option that is always available for riders to purchase and use your passes.

The best way to learn more about the Token Transit app is to try it out. You can download it today from either the Apple App Store or Google Play Store by searching for "Token Transit".

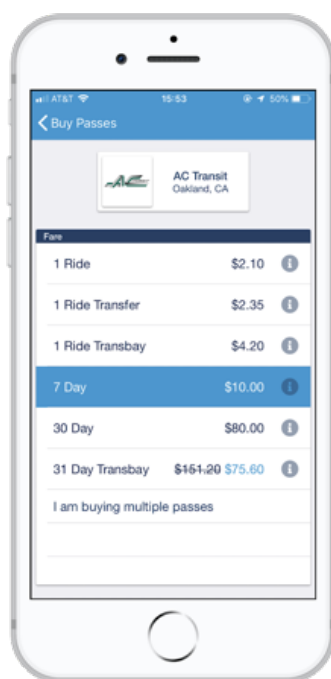


*Token Transit App Store Icon*

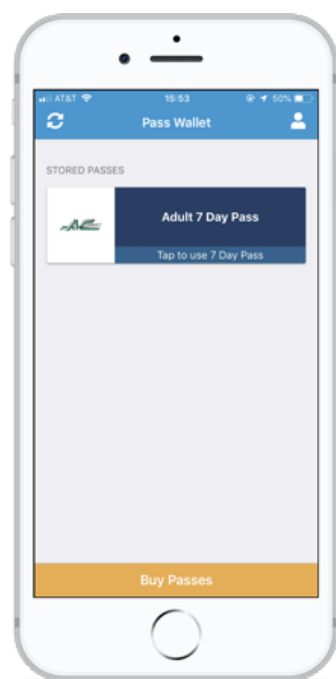
Token Transit is a single, native app, available for free download on Android and iOS, that lets riders purchase and use transit passes for any agency on the Token Transit platform. The rider's phone GPS location selects nearby agencies and offers passes for these agencies from within the app. The app is routinely updated based on customer feedback.



*Purchase Passes*



*Edit pass selection*



*Store or activate pass*

## **Purchasing Passes**

Individual agency fare structures will determine a rider's in-app fare selection process and will differ depending on what agencies choose to offer. Riders can purchase passes in a simple two-tap process and use their passes right away or later.

1. **Buy Pass** - rider selects 'rider type' and 'fare type' and 'zone/service type(s)' if applicable to purchase.
2. **Confirm Purchase** - rider can view their selection and confirm their purchase.

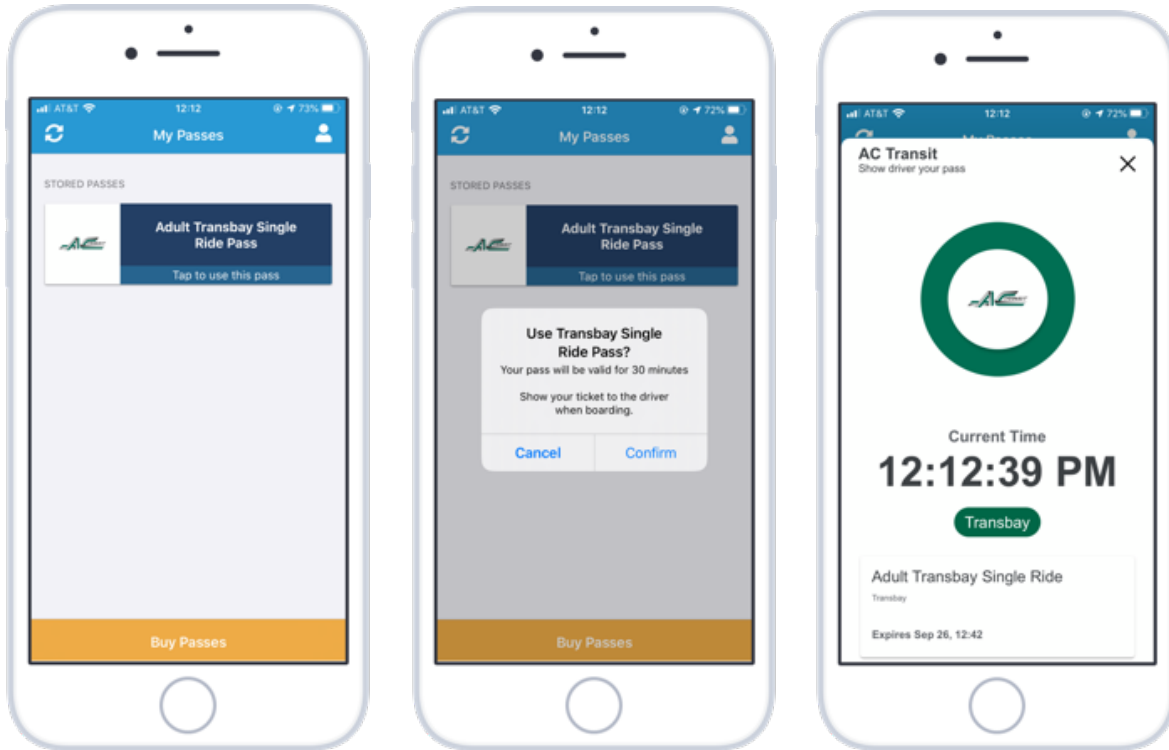
## **Purchasing Multiple Passes**

Customers can tap "Buy More" on the bottom right to purchase multiple passes at the same time. All the passes purchased appear in the rider's "My Passes" page and can be used at the same time or different times. The total activated ticket count (e.g. "5 Tickets") displays on the rider's ticket so the operator knows how many fares have been activated based on the rider's number of active tickets.

Examples of frequent multi-pass purchases include parents buying passes for their kids and teachers buying passes for their classes.

## **Activating and Using Passes**

Purchased passes are stored for later use and riders can activate their passes at any time after purchasing. When ready to ride, the rider taps their purchased pass, and confirmation dialog, to activate it. This generates the ticket required. Tickets can be activated at any time after purchase. Riders can activate and use multiple passes at one time on one device.



*Stored Pass*

*Confirm Activation*

*Active Visual Ticket*

### **Expired Passes**

After the rider’s pass has expired, their active ticket will disappear from their phone. Record of the passes purchase and use is stored in the user’s “Pass History” section of the app for reference.

### **Fare Payment Options and Receipts**

Token Transit supports all major credit, debit, Apple Pay, Google Pay, and prepaid debit cards as well as employer-provided commuter benefits programs including WageWorks, Commuter Benefits, Navia, Discovery Benefits.

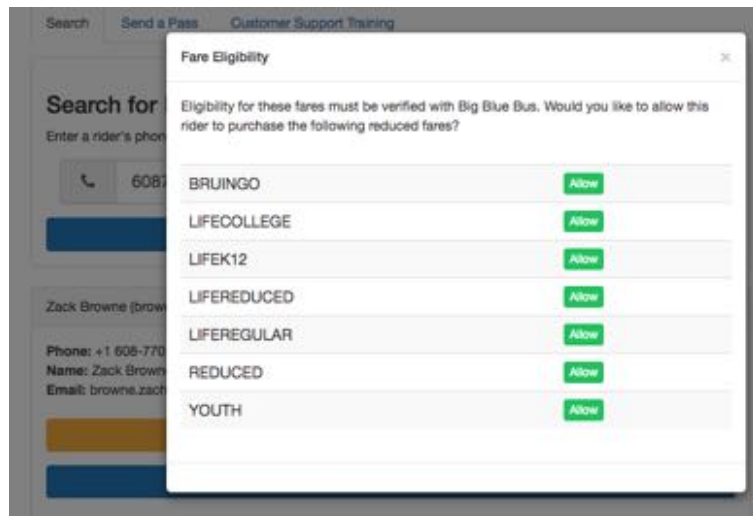
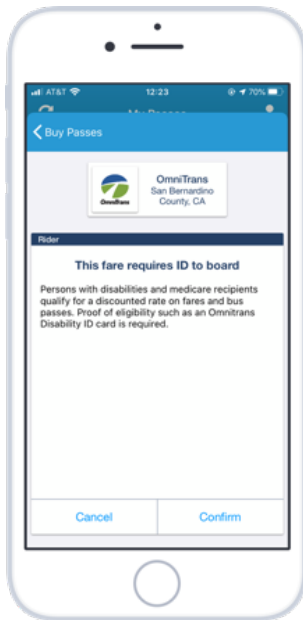
Storing payment methods is optional and customers can add or remove single or multiple payment methods as well as set their default payment method at any time. If storing multiple payment methods, Token Transit clearly displays the payment method being used before each purchase.

Customers receive receipts by adding their email address when storing a payment method or adding their email in the “Settings” menu at any time. Token Transit automatically emails all receipts for users that have an email on file.

## Reduced Fares

If additional validation is required to validate specific pass types (student ID's, senior cards, etc), Token Transit can notify the rider of this requirement before they purchase these specific pass types. Reduced fare passes can display an "ID REQUIRED" banner so operators know to check.

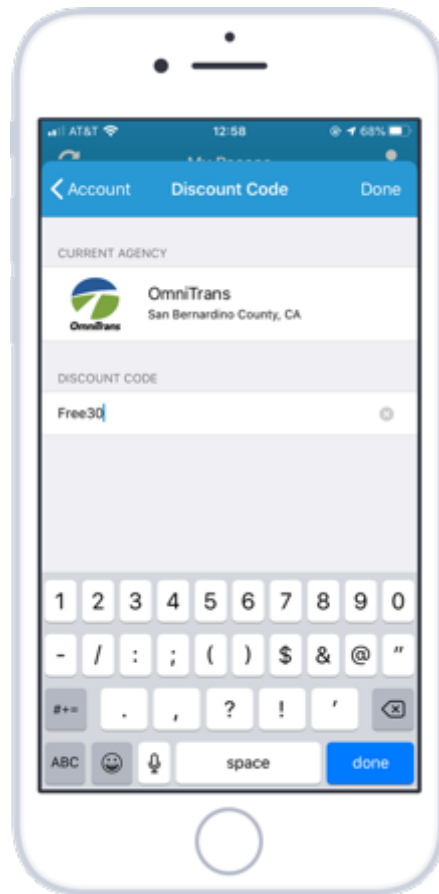
Alternatively, agencies can choose to restrict reduced fare options to pre-verified riders only. Agencies can verify riders in the web portal, "unlocking" the ability for pre-verified riders to purchase reduced fare passes in the app while preventing other riders from accessing these options.



*Confirming eligibility requirements in the app (left) and pre-verifying riders for eligibility (right)*

## Discount Codes

Token Transit gives agencies and partners the ability to generate discount codes to run special promotions through the Token Transit app. These can include percentage-based discounts (e.g. 50% off), free passes, dollar-based discounts (e.g. \$5 off a month pass), or they can unlock the ability to purchase specific fare media at specific prices that are not available to the general public.



*Example entering a Discount Code in the Token Transit App*

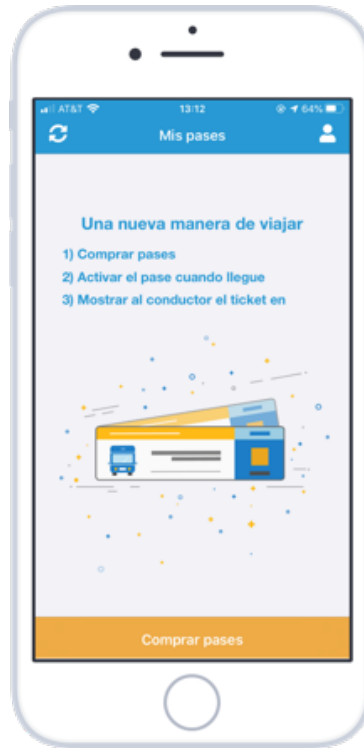
### **ADA Compliance and Rider Accessibility**

The Token Transit app follows all current design and accessibility guidelines for iPhone and Android platforms. The apps adhere to the guidelines of Universal Design and as well as WCAG 2.0. We use the user's default phone setting to determine the desired language or need for voiceover.

Additionally, the app supports the following accessibility features:

- **Voiceover Capabilities** - Token Transit supports VoiceOver capabilities for visually impaired riders. Additionally, the Token Transit team works closely with visually impaired rider support groups to ensure that the app meets their needs.
- **Language Translations** - The app translates to spanish and supports any additional language translations desired.
- **Lifeline Phone Support** - Token Transit staff tests and updates the app to ensure that it performs well on the most commonly used government-issued lifeline assistance phones.





### Supported Customer Mobile Devices

Token Transit is available on iPhone and Android operating systems. Many Token Transit users currently use Lifeline Assistance phones from the government.

Lifeline Assistance phones are most often limited feature Android phones. Token Transit is specifically developed to perform well on these phones.



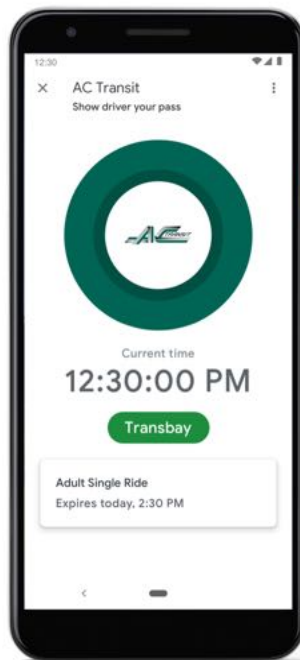
*Lifeline assistance phone giveaway at the Riverside Transit bus stop*

## Offline Use

Token Transit passes can be viewed and used in an offline manner. An internet connection when purchasing and activation a pass for the first time, in accordance with industry standard fraud and fare evasion techniques.

## Fraud and Fare Evasion

- **Login Security** - Token Transit's SMS based sign up system is designed to deliver incredibly fast, simple and reliable account sign up while providing a robust and secure account-based system for customer support and backend administration. SMS based sign up takes around 15 seconds and is designed to be familiar to the sign up methods in the most prevalent and widely used mobile apps such as Uber, Lyft, and WhatsApp.
- **Prevention of ticket sharing across multiple devices** - Token Transit passes are stored in the cloud and can only be used on 1 device per day. This abuse prevention method was developed in line with existing methods of fare collection, after talking with thousands of riders/dozens of transit agencies, in order to carefully maintain a very easy to use fare collection system for all.
- **Secure Visual Validation** - Token Transit uses secure visual validation and no hardware is required. The ticket uses a variety of methods to ensure that it can be identified quickly and accurately as a valid ticket and not faked by taking a screenshot.



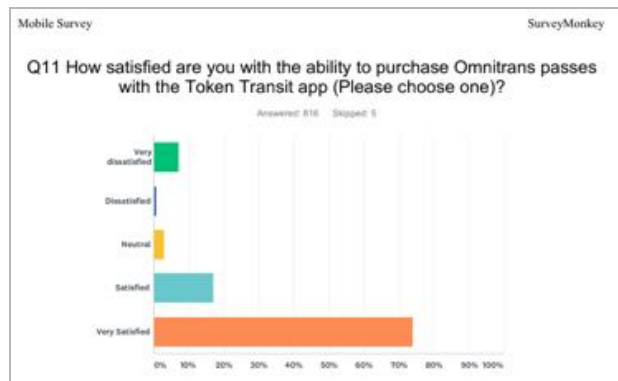
*Example Token Transit Ticketing with AC Transit in Oakland, CA*

## Reliability

The Token Transit platform is set and currently maintains a Service Level Objective (SLO) consistent with Google Cloud Services: 99.95% percent of the time, there should not be issues with the service. Quality of service delivery is measured by calculating uptime (when someone can purchase passes) versus downtime (any issues with the service).

## Customer Feedback

Agencies can use Token Transit’s “Rider Alerts and Notifications” feature to send questions and surveys to riders. These can include custom questions and survey links. Examples of agency surveys in the past have also included the promo codes or “free pass” giveaways in order to encourage feedback.



*Example survey response of a survey sent to Omnitrans riders*

*To view full results, [click here](#)*

## “Send a Pass” to device via SMS

Token Transit Send a Pass gives anyone the ability to send a bus pass to anyone else instantly from the internet - you can try it here: [tokentransit.com/send](https://tokentransit.com/send). The recipient gets a link via text message to claim their bus pass and board the bus directly with the Token Transit app.

The image displays two screenshots of the NFTA Metro website's "SEND A PASS" interface. The left screenshot shows the main purchase form with the following details:

- Agency:** NFTA METRO, BUFFALO, NY
- Section:** SEND A PASS
- Instructions:** Purchase a pass for NFTA Metro and send it directly to a phone. You can purchase a pass online and have it instantly sent to any phone number you choose.
- RIDER:** Adult, Paratransit Access Line (PAL), Reduced
- FARE:** 30 Day BUS & RAIL, Single Trip BUS, Single Trip RAIL, Round Trip RAIL, Day BUS & RAIL, 7 Day BUS & RAIL, Single Trip Enhanced Express BUS
- Price:** \$2.00
- Validity:** Valid for a single ride on BUS. You must activate this ticket when you see the bus. Ticket will display for 15 minutes.
- SEND PASS TO PHONE NUMBER:** 6087705514
- RE-TYPE PHONE NUMBER:** 6087705514
- YOUR NAME:** Zack
- YOUR PHONE NUMBER:** 4159186770
- MESSAGE TO RIDER (OPTIONAL):** Enjoy your trip to Buffalo, NY!
- Action:** PAY WITH CARD

The right screenshot shows the same form with a modal window overlay. The modal displays:

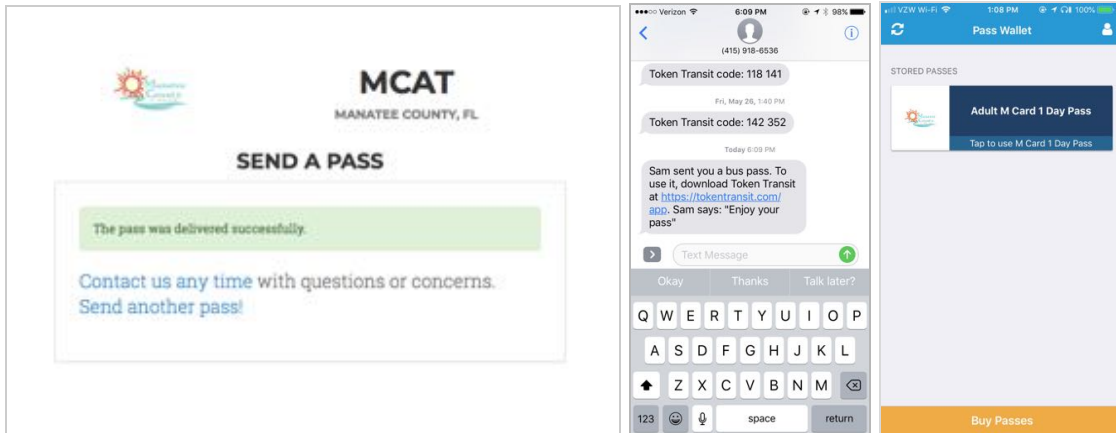
- Agency:** NFTA Metro
- Fare:** Adult Single Trip BUS Pass
- Contact:** zachary@tokentransit.com, Log out
- Payment Summary:** \$2.00
- Action:** Pay \$2.00

*Example Send-a-pass website for NFTA in Buffalo, NY. Anyone from the internet can send a bus pass to anyone one else. You can try it here:*

*<https://tokentransit.com/agency/nftametro/send>*

## How does it work?

After a pass is sent, and paid for, the sender receives a confirmation message and the recipient receives a text message notifying them of their new transit pass with a link to claim that pass from within the Token Transit app. The pass will then appear automatically in the Token Transit app.



*Example successful text message notification pass recipients see when they are set a pass to their phone and confirmation screen that the pass was sent successfully.*

Note: Passes can also be sent directly from the Token Transit Portal by agency staff for customer service requests as well as by institutions and social service agencies for bulk pass distribution (covered in more detail below).

## Platform Back Office Management

Token Transit's Agency Web Portal gives agencies a suite of back office reporting and tools to support the Token Transit mobile ticketing platform.

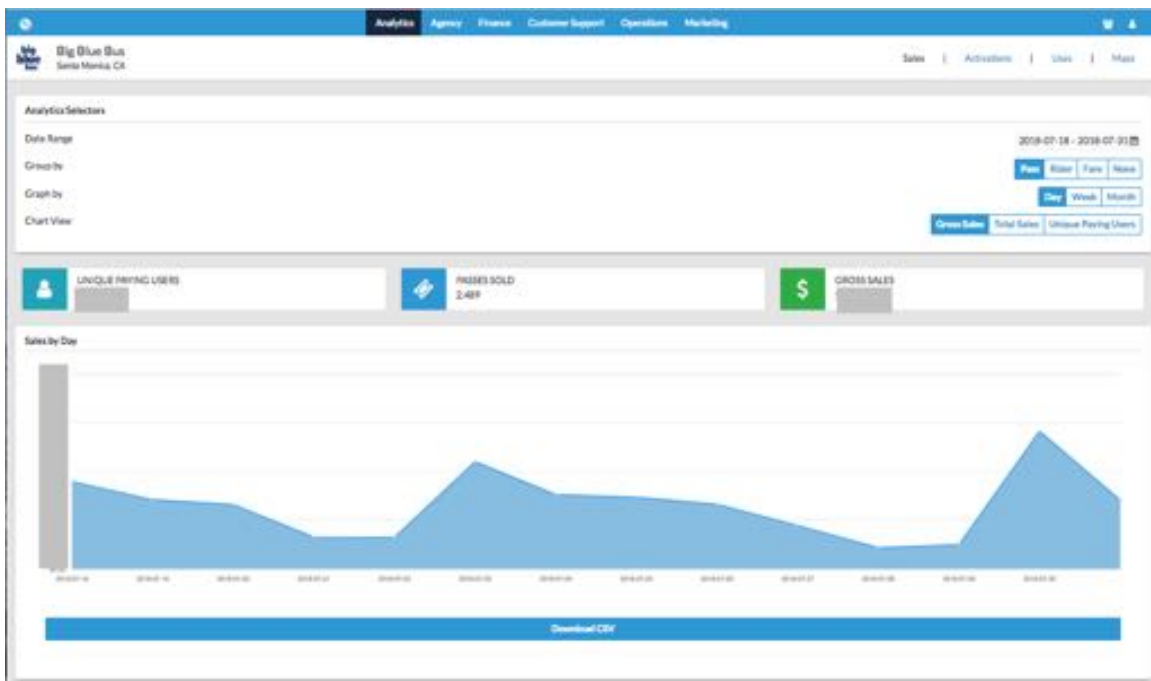
### Ridership Analytics

Token Transit can offer data as a feature or optionally integrate it with existing data warehouses via the Token Transit API, which is free for the agency to access, use, and share.

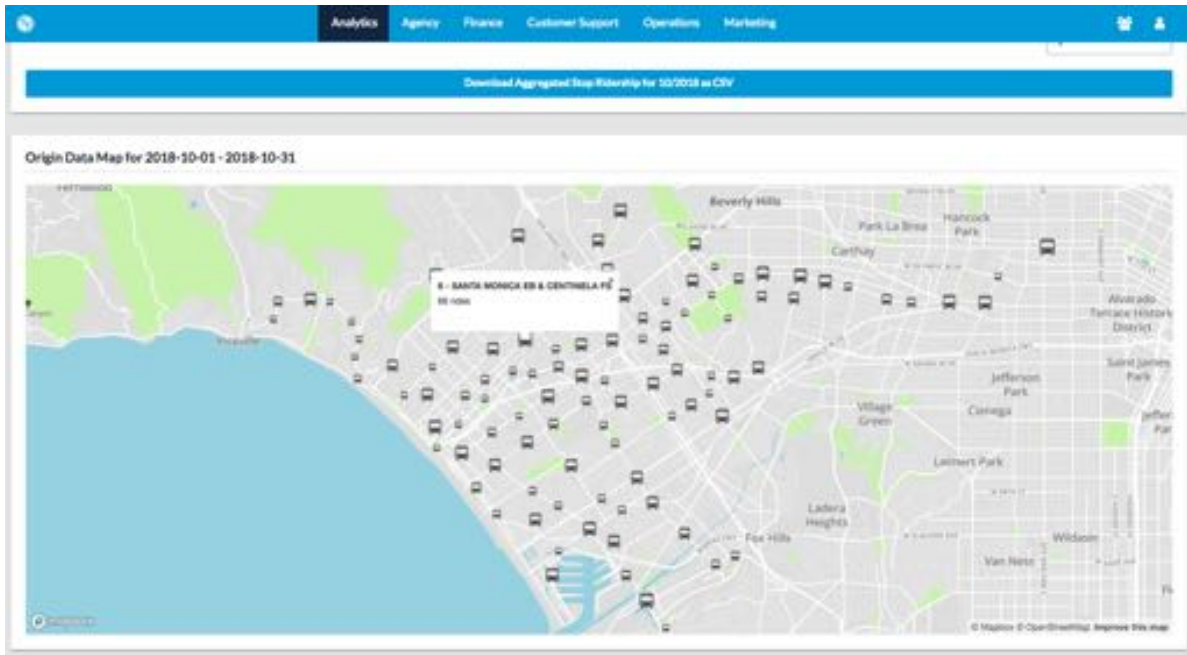
The Token Transit web portal contains a powerful reporting engine, hosted by Google Cloud. The back end is capable of displaying charts, graphs, maps, stop-level and validation information, and ridership analytics as well as downloadable .csv's of raw data for integration with existing systems.

Data in the data warehouse is anonymized and aggregated in order to minimize the potential breach of privacy for customers.

- View pass sales, activations, and rider use reports
- Generate custom reports for date ranges, rider type, and pass types
- View heatmaps showing where Token Transit riders use their passes



*Example Token Transit Back Office at Big Blue Bus in Santa Monica, CA and csv download*



*Example Location Based data in the Token Transit Portal and csv download*

## Custom Reports

Token Transit can make custom ridership reports available for download at any time, as long as they comply with Token Transit's Privacy Policy ([Link](#)).

## Data integration with existing systems

Token Transit can integrate Token Transit ridership data with existing data using existing agency back-office databases in any format either as streaming real-time data or through a recurring bulk transfer event. The firm has extensive experience integrating a wide range of finance data into existing agency databases for dozens of agencies.

Bulk transfers can be implemented as a secure HTTP webhook, via FTP, or via email. Streaming real-time data is available via a secure webhook. Token Transit can provide deeper integration to existing back-office databases on a case-by-case basis.

## User Account Access

- Create an unlimited number of user accounts to access back office reporting tools
- Define various levels of role-based administration rights for user accounts

## Fare Management

Token Transit supports all fare options including zones, optional transfers, interagency transfers, express routes, special events, etc. If desired, these options will appear on the 'Buy Passes' screen.

Special and/or Restricted Access passes can be made available for purchase directly in the purchase flow only for certain phones/accounts. Agencies can add or remove pass offerings at any time for fare increases, public promotions or seasonal passes such as a Summer Youth Pass.

### Update and Edit Fare Media

- Add and modify fare types
- Create new riders and restricted rider categories (e.g. disabled, youth, etc)
- Add promotional passes and discounts for special events (football games, graduation, etc)

The screenshot shows a mobile application interface for adding a fare. The title is "Add Fare" with a close button (X) in the top right. The interface is organized into three main sections:

- Choose your rider:** This section includes buttons for "Regular", "LIFE Student K-12", "LIFE College/Vocational", "LIFE S/D/M", "S/D/M", "Youth", "BrinGO!", and "LIFE Regular". Below these buttons is a text input field labeled "New rider".
- Choose your pass:** This section includes buttons for "Rapid 10 Single Ride", "Single Ride", "5 Pack", "13 Ride", "1 Day", "7 Day", "30 Day", and "Rapid 10 30 Day". Below these buttons is a text input field labeled "New pass".
- How much should this fare cost?:** This section features a dollar sign (\$) and a text input field for the fare amount.

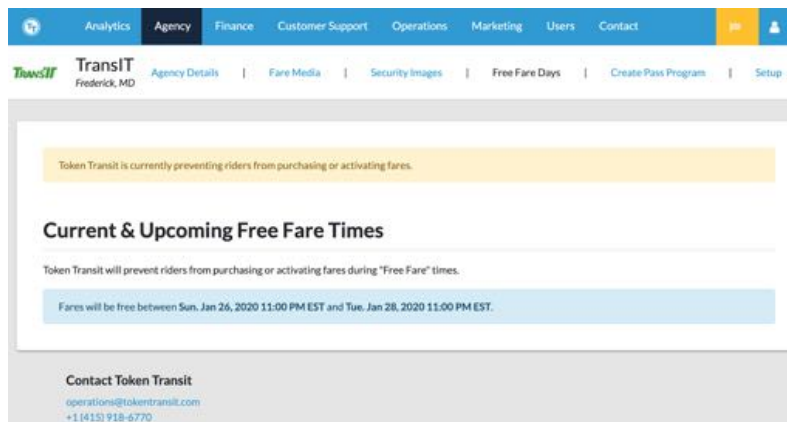
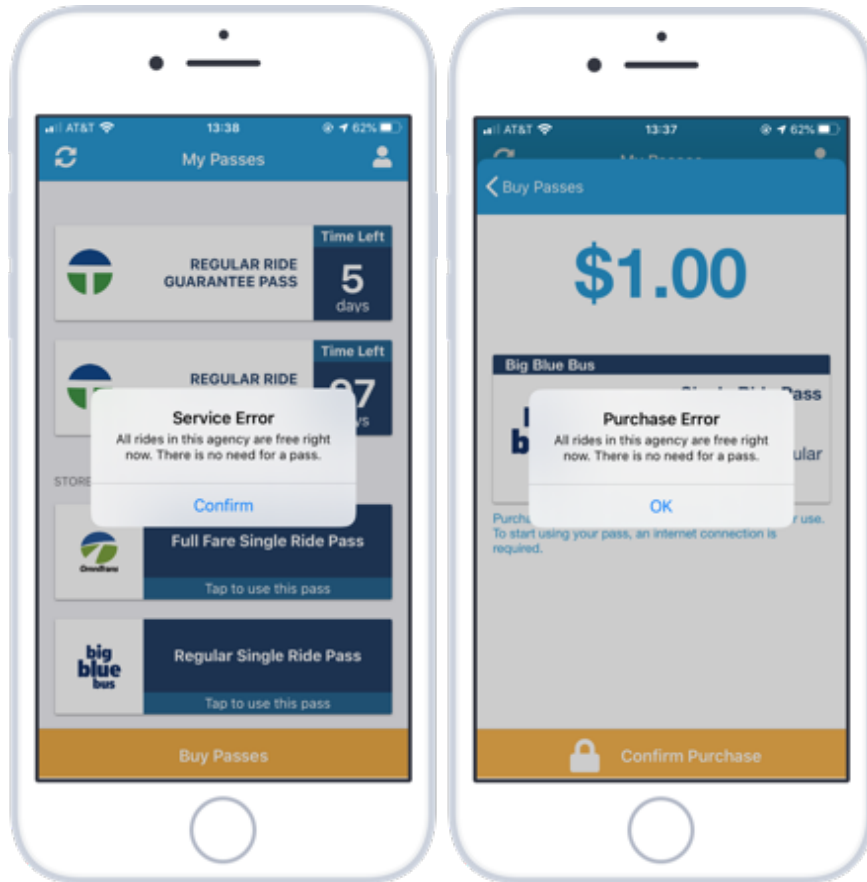
At the bottom of the form, there is a checkbox with the text "This pass should not be available in the app until later" and two buttons: "Cancel" and "Add Fare".

Token Transit allows agencies to easily collect fares across multiple agencies in a region and split fare revenue according to existing formulas. Token Transit makes it easy to administer a regional mobile fare collection program to run alongside existing fare media such as paper passes. This is a main feature of Token Transit and utilized by agencies throughout North America.



## Fare Free Days

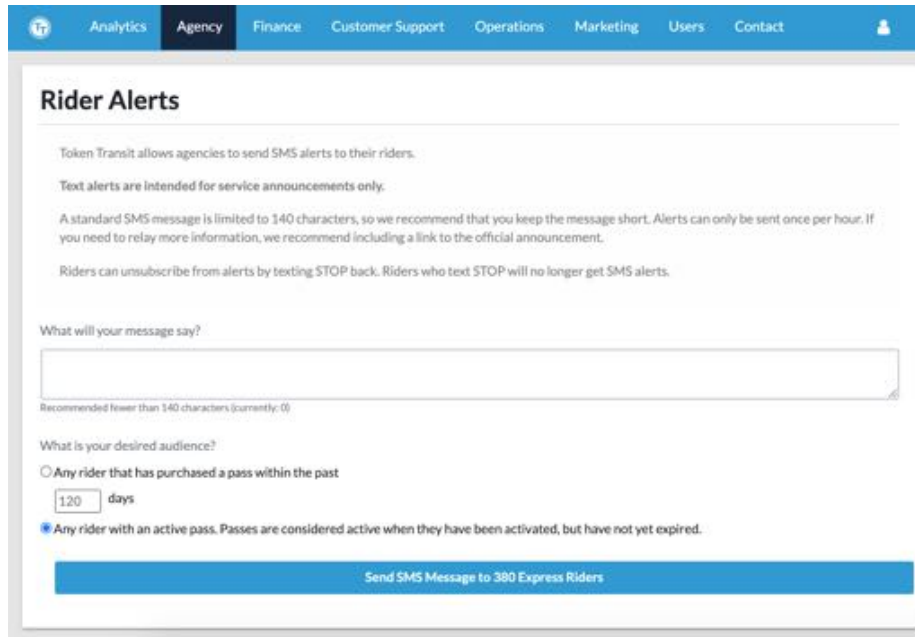
Token Transit can prevent pass purchases and activations on Free Fare Days such as New Years Eve or “Dump the Pump” days. Agencies can schedule these ahead of time in the Token Transit Portal.



Example of Free Fare Day times and scheduled times in the Token Transit Portal.

## Rider alerts and notifications

Token Transit supports SMS alerts for agencies to send out notifications for riders who use the Token Transit mobile ticketing platform. These can be filtered based on specific passes purchased and other custom features in order to make sure notifications are relevant for riders.



The screenshot shows the 'Rider Alerts' section of the Token Transit portal. At the top, there is a navigation bar with links for Analytics, Agency, Finance, Customer Support, Operations, Marketing, Users, and Contact. The main content area is titled 'Rider Alerts' and contains the following text: 'Token Transit allows agencies to send SMS alerts to their riders.', 'Text alerts are intended for service announcements only.', 'A standard SMS message is limited to 140 characters, so we recommend that you keep the message short. Alerts can only be sent once per hour. If you need to relay more information, we recommend including a link to the official announcement.', and 'Riders can unsubscribe from alerts by texting STOP back. Riders who text STOP will no longer get SMS alerts.' Below this text is a text input field with the placeholder 'What will your message say?'. Underneath the input field, it says 'Recommended fewer than 140 characters (currently: 0)'. Below the input field is a section titled 'What is your desired audience?' with two radio button options: 'Any rider that has purchased a pass within the past' (with a dropdown menu set to '120 days') and 'Any rider with an active pass. Passes are considered active when they have been activated, but have not yet expired.' At the bottom of the form is a blue button labeled 'Send SMS Message to 380 Express Riders'.

*Example of how agencies can send alert text messages from directly in the Token Transit portal to riders*

## Customer Service

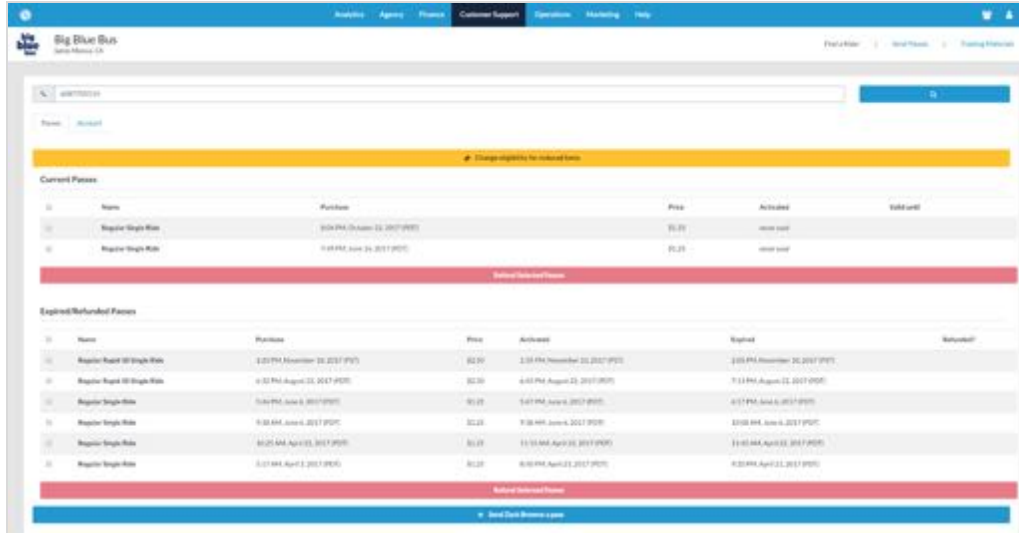
Token Transit does all customer service for riders at no additional cost. If a rider has an issue, send them to us and we handle the rest. Our designated support team handles customer service support for calls, emails, and texts. User-friendly design makes contacting support simple.

For agencies that want to handle customer service related issues, Token Transit offers a Customer Service Portal that gives agency personnel the ability to view customer account information, send passes to riders, issue refunds, and pre-approve eligible riders for reduced fares. This is the same portal that Token Transit uses internally so it is always improving.

### Tools for Customer Support Agents

- View rider account activity
- Issue refunds
- Send complimentary passes

- Pre-verify eligible riders for reduced fares



*Screenshot of Token Transit customer service portal*

### Overall architecture of system

Token Transit is an account-based mobile ticketing service for public transportation agencies. We have two primary users, agencies and riders. We are making a single mobile app that uses location information to know which of our partnered agencies the rider is buying tickets in. Agency data is configured in an agency portal.



### Rider Apps

Rider apps are written in native languages of the platform: Swift on iOS and Java on Android. They use the same API to communicate with the backend services. Some UI elements, like the visual ticket, are rendered in webviews to allow sharing code between platforms. All API communication with Token Transit and Stripe occurs over an encrypted TLS channel.

### Backend Services

The cloud backend provides API endpoints for Riders, Agencies, and Payment Processing. It also stores passes, tickets, agency fare structures, and historical data. The backend is implemented in Go on App Engine, with a custom RPC package serving over standard HTTP, encrypted with TLS. Data is stored in Datastore and Google Cloud Storage, which are encrypted at rest.

## Frontend

Frontend cloud services provide a website for Token Transit with information for Riders and Agencies, as well as a portal for agencies to access rider statistics. App Engine is used to serve the website, and communicates with the backend services for agency login and statistics generation. Token Transit defaults to redirecting to HTTPS for encrypted communication, and enforces secure communication for sensitive data.

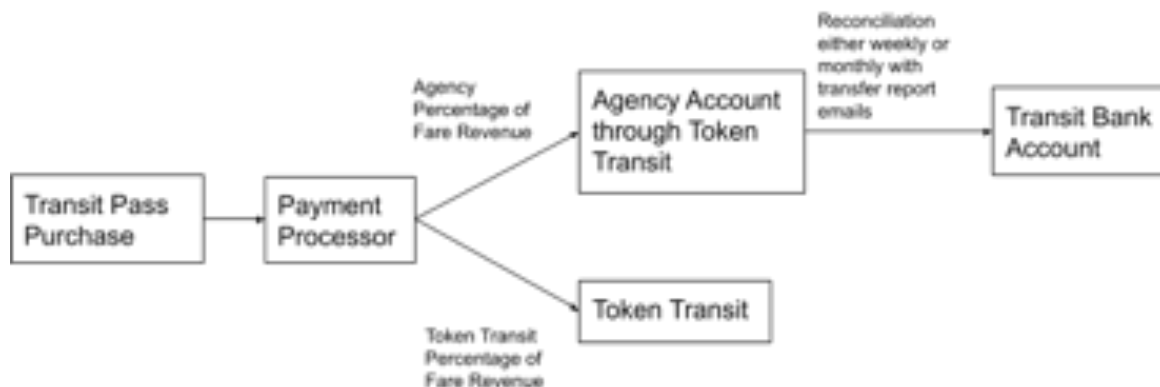
## Financial Reporting and Reconciliation

Token Transit works with 3rd party payment processor Stripe<sup>1</sup> to handle all of its payment processing. The process is simple and secure<sup>2</sup>.

1. Agency provides Token Transit with financial information for fund transfers
2. Agency receives sales revenue from Token Transit app
3. Token Transit sends Agency bank transfer reports when revenue is reconciled

All payment information is collected in a PCI compliant manner. Token Transit is compliant with the PCI Data Security Standards (PCI DSS). All payment information is handled securely according to PCI DSS and stored by Stripe. Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1 (<https://stripe.com/docs/security/stripe>).

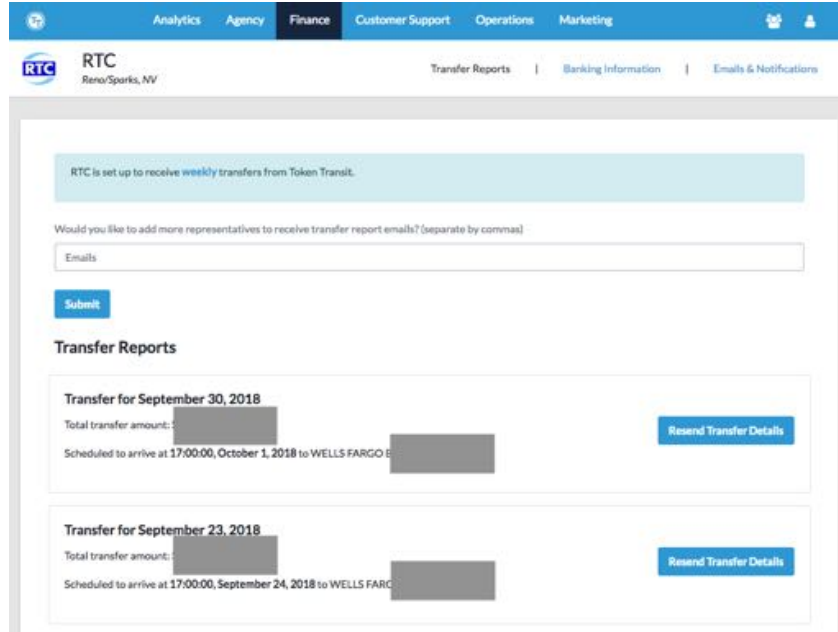
Token Transit automatically generates bank transfer reports with a detailed record of all sales in each bank transfer. These reports are delivered to the agency by email described in this document and sample reports are included in the appendix.



In the Token Transit Portal, agencies can see a summary of financial transfers and resend reports to the list of emails on the transfer report email list.

<sup>1</sup> <https://stripe.com/>

<sup>2</sup> Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry.



*Transfer Report Email submission in the Agency Portal*

### **Daily Color Rotation for Tickets (Optional)**

If your agency chooses to have rotating ticket color information, you can view current ticket information directly in the portal and set up monitors for current ticketing information.

### **Staff Training**

Many staff training materials are included in the Token Transit portal including Customer Service Training and Driver Training. More information about Staff Training can be found in those respective sections.

### **Marketing Examples**

There are many marketing resources available to agency staff in the Token Transit portal including videos for drivers, deep links and examples from other agencies. More information about marketing can be found in those respective sections.

### **Data Security and Privacy**

Token Transit takes security very seriously and its Privacy Policy covers the ways in which Token Transit uses collected data. Token Transit's analytical reporting tools only display and download anonymized, aggregated data in order to protect the privacy of riders. This is required by Token Transit's privacy policy which can be viewed here - <https://www.tokentransit.com/legal/privacy>.

## **Cloud Hosting**

All user data is stored in Google Cloud (<https://cloud.google.com/security/>) which meets the most stringent data standards. Data is encrypted with AES when written to storage. Data is encrypted when transferred using TLS.

## **Payment Security**

All payment information is collected in a PCI compliant manner. Token Transit is compliant with the PCI Data Security Standards (PCI DSS). All payment information is handled securely according to PCI DSS and stored by Stripe. Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1 (<https://stripe.com/docs/security/stripe>).

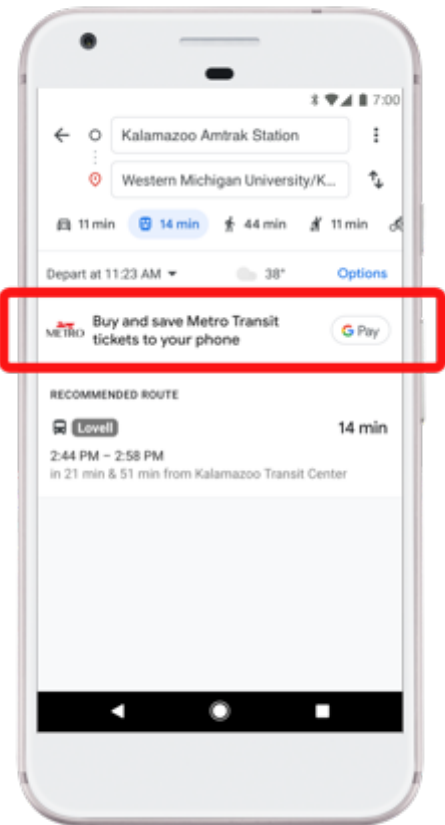
## **Incident Response**

Token Transit has a policy of frequent and open communication during service outages or security incidents. When we have strong evidence of a security incident occurring which involves agency data, we will immediately inform the agency with our best information and a timeline outlining our steps for identifying the incident, containing the extent of the breach, resolving the issue, and recovering from the incident. Information on our progress through this process will be sent, as well as a final resolution document outlining our full process as well as any changes to our security processes going forward to prevent such incidents in the future.

## Ticketing in 3rd Party Apps

Token Transit's integration capabilities let riders purchase and use Token Transit passes from directly within the existing apps they already use; no need to download another app! Existing transit apps can seamlessly integrate Token Transit ticket purchasing capabilities directly into their apps. Current partners integrating Token Transit services include:

- **Google Maps** - Riders can seamlessly purchase passes in Google and store them in their Android pass wallet
- **Transit App** - Riders can seamlessly plan their trip, view real time transit information, and purchase and use Token Transit passes in Transit
- **Moovit** - Riders can seamlessly plan their trip, view real time transit information, and purchase and use Token Transit passes in the Moovit app
- **TransLoc** - Riders can book and pay for microtransit services from directly within the TransLoc rider app using Token Transit's API. No additional app required.
- **DoubleMap** - Riders can use the DoubleMap Bus Tracker App to plan their trip and tap a "buy passes" button that connects them to the Token Transit app.
- **Avail** - Riders can use the MyStop Avail app to plan their trip and tap a "buy passes" button that connects them to the Token Transit app.



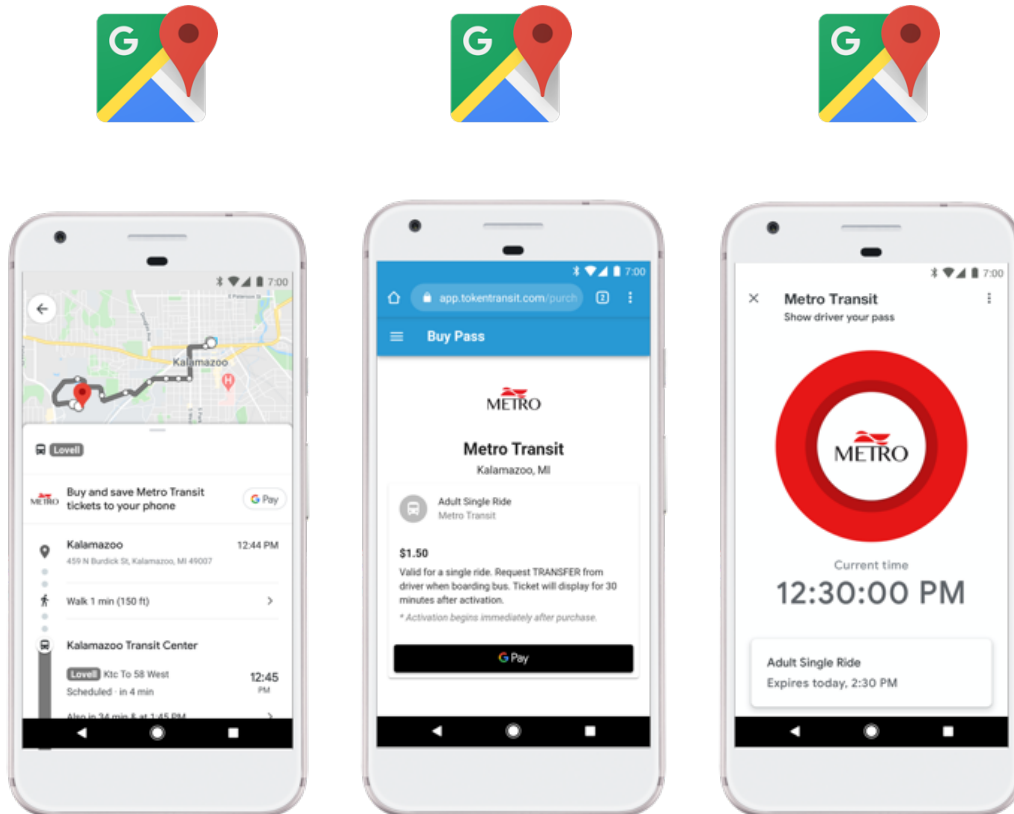
Token Transit can integrate mobile ticketing capabilities into other apps and websites in two ways:

1. **APIs** - Allows riders to purchase and use Token Transit passes from directly within other apps; no Token Transit app download required.
2. **Deeplink** - Provides a direct link to the Token Transit app from another app or website. This helps direct customers access Token Transit from any other app or website.



## Fare Payment Overview

Transit agencies that enable Google Pay's Token Transit integration give riders the ability to purchase their passes directly from Google Pay for Transit and Google Maps when viewing transit directions or planning a trip - no need to download another app. Fare purchases happen instantly through the rider's GPay account and fare revenue is automatically deposited into the agency's bank account. Riders can activate their pass right away or save it for later use.



*"Buy and save" Transit passes directly in the Google Maps App with GPay*

## About Google Pay

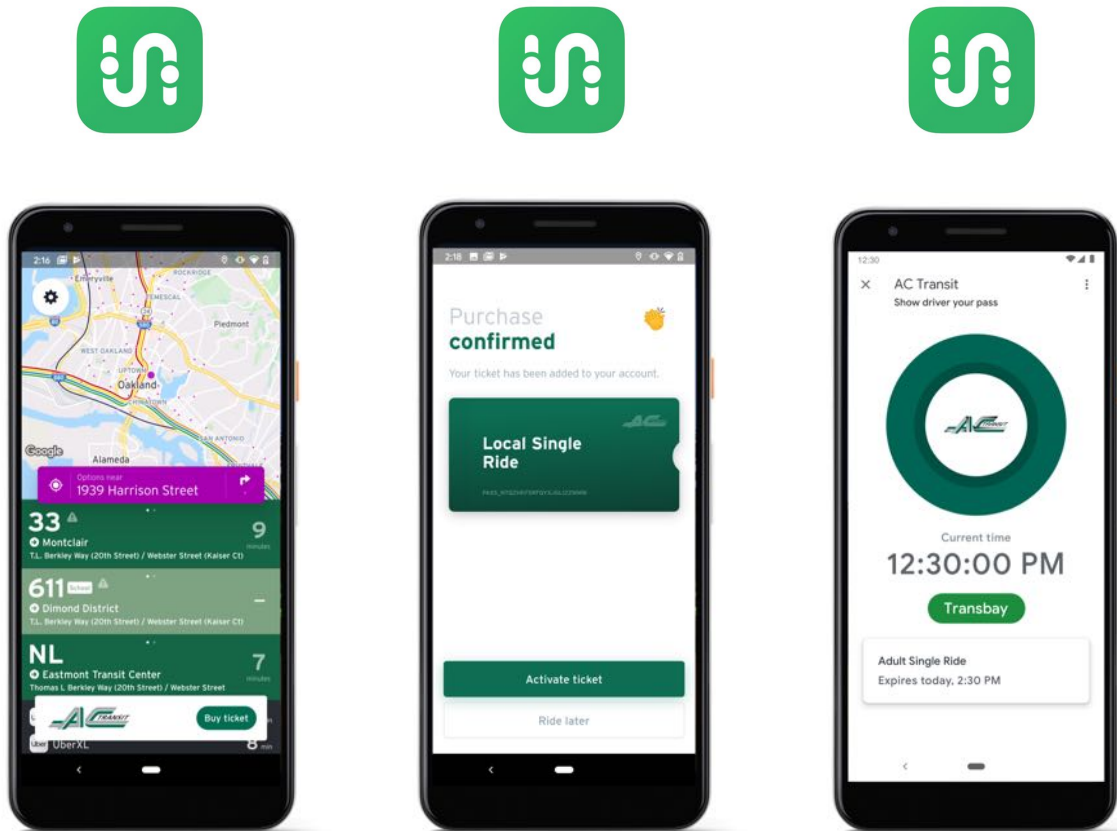
Google Pay's Token Transit integration instantly gives your riders the ability to purchase and use transit passes in Google Pay for Transit and Google Maps. Token Transit's 100% turnkey mobile ticketing platform is ready to launch with Google Pay and requires no development or maintenance. Increase ridership immediately with Google Pay's Token Transit integration by giving your riders an easier, more convenient way to pay.





## Fare Payment Overview

With the integration of tickets inside Transit for public transit, users will be able to buy tickets from the same app they already use – improving the rider experience, increasing convenience, and driving quick adoption. Your fares will be available for Transit’s millions of North American users.



*If in an area served by the Token Transit API, the “Buy ticket” banner will appear on the bottom of the screen. They can then tap “Buy ticket” to purchase a pass available in Token Transit.*

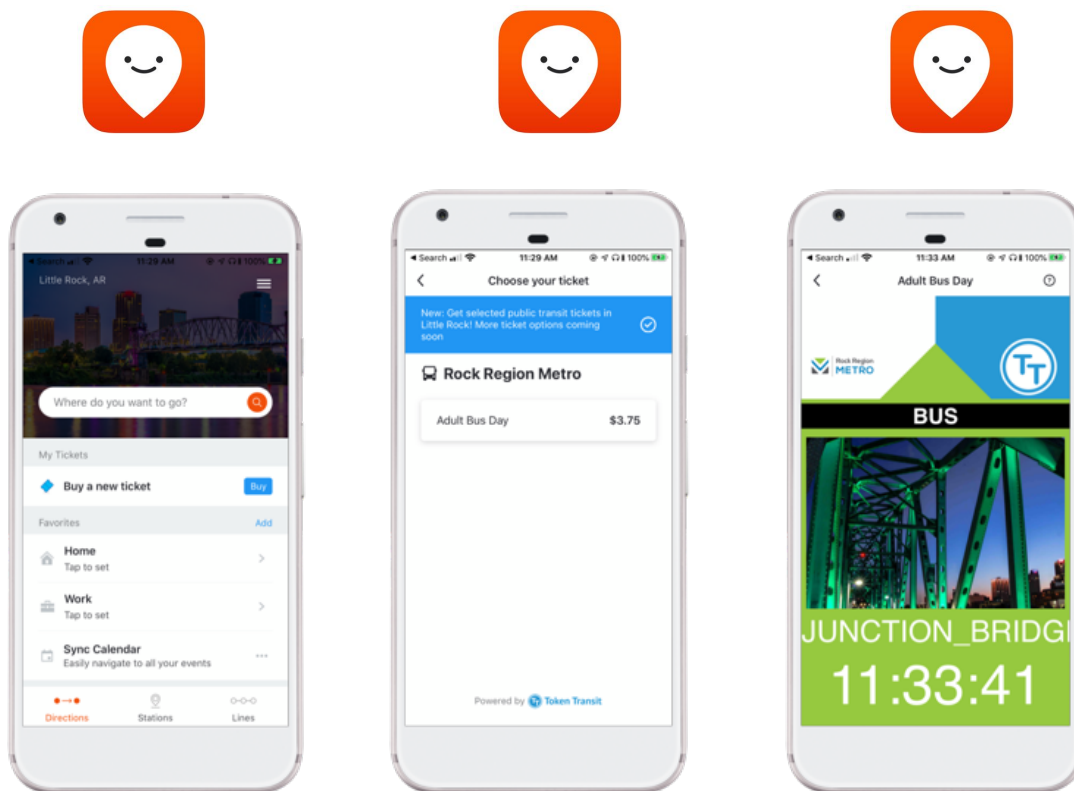
## About Transit

Launched in 2012 in Montreal, Transit is North America’s most popular public transportation app, with millions of active users in 200+ cities. Transit is the highest ranked public transportation focused app in the App Store in North America. The app has received Apple’s coveted Editor’s Choice tag in the App Store, and has an App Store rating of 4.7 stars. With public transportation at its core, Transit also integrates real-time information and payment functionalities for other sustainable mobility modes, including ridehail, bikeshare, and scooters.



## Fare Payment - Moovit Wallet

Moovit's approach is to provide as seamless an experience as possible for riders. We have built a payment engine layer with integration tools to support the variety of 3rd party payments and fare technologies, such as Token Transit, throughout the world. The Moovit Wallet allows connected payment methods such as credit & debit cards, payment wallets such as Google / Apple pay, connected accounts to book and pay for providers such as Uber and Lyft, and connect shared mobility accounts to unlock scooters, bikes, and carshares.



*The user taps "Buy a new ticket" button in the middle of the home screen. The user will then be brought to a page to confirm their purchase and activate their pass.*

## About Moovit

Moovit ([www.moovit.com](http://www.moovit.com)) is a leading Mobility as a Service (MaaS) solutions company and the maker of the world's most popular urban mobility app. Moovit's iOS, Android, and Web app guides people in getting around town effectively and conveniently, using any mode of transport. Introduced in 2011, Moovit now serves over 800 million users in over 3,200 cities, across 103 countries.

## Deep Link Overview

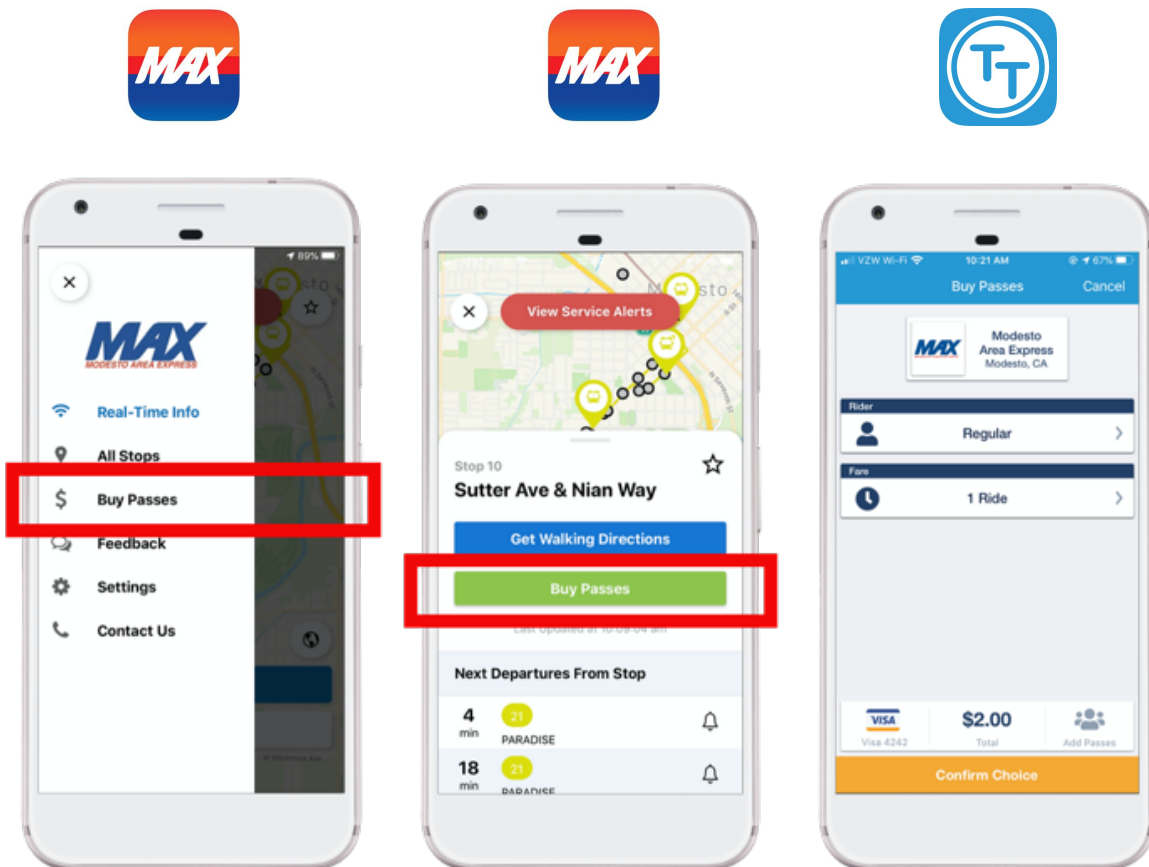
Token Transit supports mobile app deep linking. This feature allows web or app developers to easily integrate Token Transit app behavior by linking out to the Token Transit app via links and buttons in their app.

Other apps and websites can use Token Transit deep links to direct to specific application behavior such as opening a purchase screen for a specific agency, rider type, or pass type; displaying the user's current passes; or displaying a user's current active ticket.

**Benefits** - App deep linking does not require any shared code to be embedded in another application, and can be quickly implemented by most app or web developers.

**Deeplink Developer Docs:** <https://tokentransit.com/developer/docs/deeplinking>

## Example of a Token Transit Deep Link integration with Avail in Modesto, CA



*The user taps the Mobile Pay button and is linked to the Token Transit app. If user does not have the Token Transit app, they are linked to the Token Transit download page in the app store.*

## Example from the Airline Industry

Purchasing Transit passes in 3rd party apps like Google Maps, Transit App, Moovit, etc. can be thought of like purchasing an airline ticket on 3rd party websites such as Expedia, Orbitz or Priceline. Airline tickets purchased on each website provide the same scannable boarding pass even though the websites differ based on user preferences. Token Transit creates a similar model for transit agencies by providing many places to purchase the same ticket for agencies. This gives users choices, while maintaining agency control over one backend.

## Bundle Public Transit Payments with 3rd Party Mobility

### Overview

Token Transit's Payments API gives transit agencies the ability to bundle transit payments with 3rd party mobility; such as microtransit, bikeshare, and scooters; in a single, seamless payment. Unified back office analytics, unified reporting, and refunds all come standard.

### Benefits

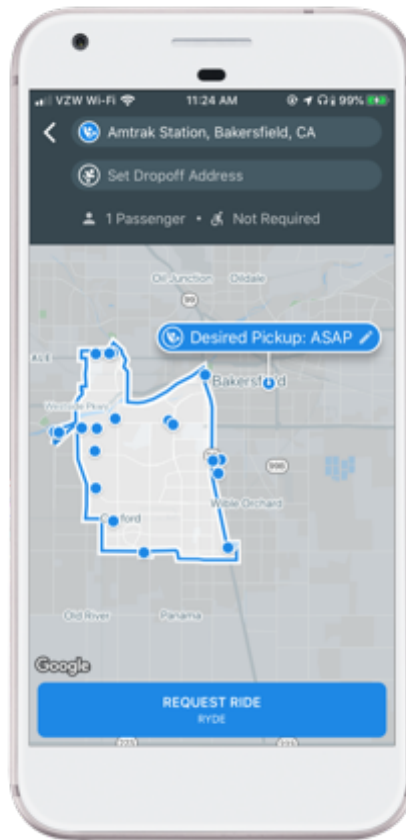
- Solve first/last mile challenges by seamlessly connecting transit fares to 3rd party mobility
- Sell bundled passes for multiple modes (e.g. Monthly Transit + Bikeshare pass)
- Keep reporting and reconciliation consistent across modes - all funds flow through same backend

### How it works

When a transit agency makes fares available on the Token Transit mobile ticketing platform, it gives them the opportunity to seamlessly bundle these fares with 3rd party mobility options that use Token Transit's payments API as well. Riders can plan a trip and pay for a public transit and bikeshare/scooter/microtransit pass in one single payment. Token Transit ensures that the appropriate funds are sent to each service provider and provides the associated data.

### Example: TransLoc and GET Bus (Bakersfield, CA)

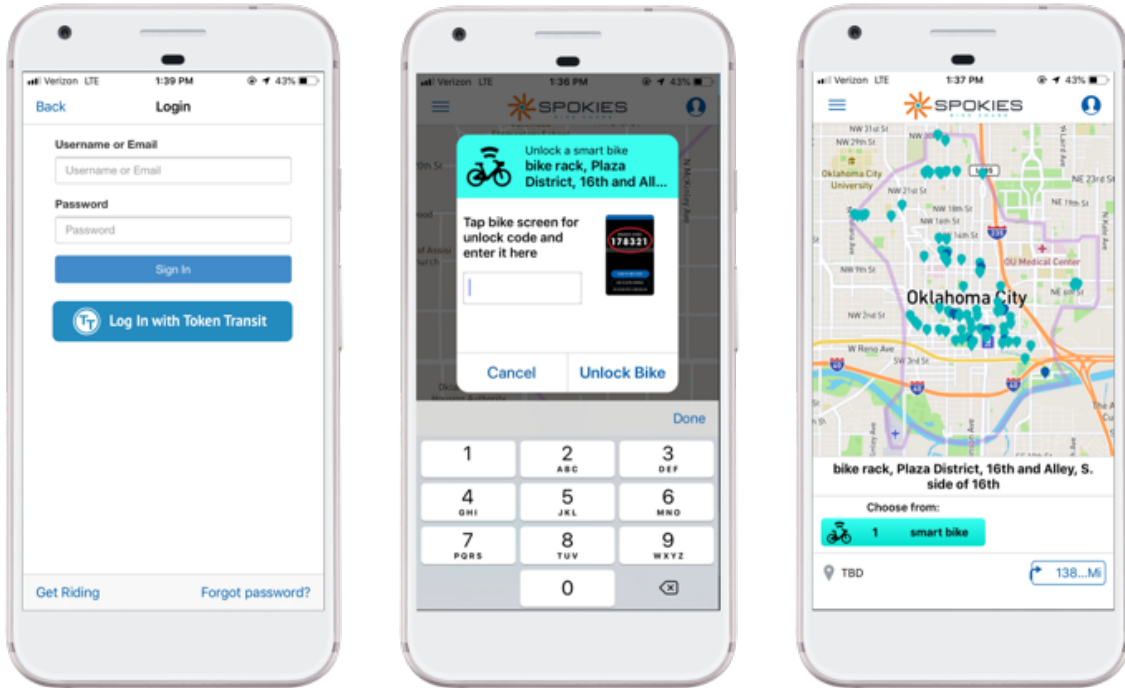
GET Bus in Bakersfield, CA currently uses Token Transit for their fixed route services and their TransLoc microtransit services. Riders can use the same account to pay and all ticket sales across modes are included in a single reconciliation report. Note the look at the 3rd party mobility app doesn't change, Token Transit just links the payments on the backend.



*An example of Token Transit processing the payments in the TransLoc app.*

### **Example: Token Transit and BCycle (Oklahoma City, OK)**

Token Transit is working with Embark, the public transit provider in Oklahoma City, and BCycle, the local bikeshare provider, to seamlessly integrate payments across modes. Riders will be able to purchase a bundled transit + bikeshare pass using a single Token Transit account.



*Demonstration prototype screenshots of the Token Transit/EMBARC and BCycle integration in Oklahoma, City, OK. Token Transit will process the payment in the backend.*

## Partner Pass Distribution

Agencies can distribute passes via 3rd parties in a number of different ways. These pass programs automatically send passes directly to recipients' smartphones in large or small quantities and agencies can control access. Passes are validated and used in the same way as all other Token Transit passes, data is collected on the backend and billing happens accordingly.

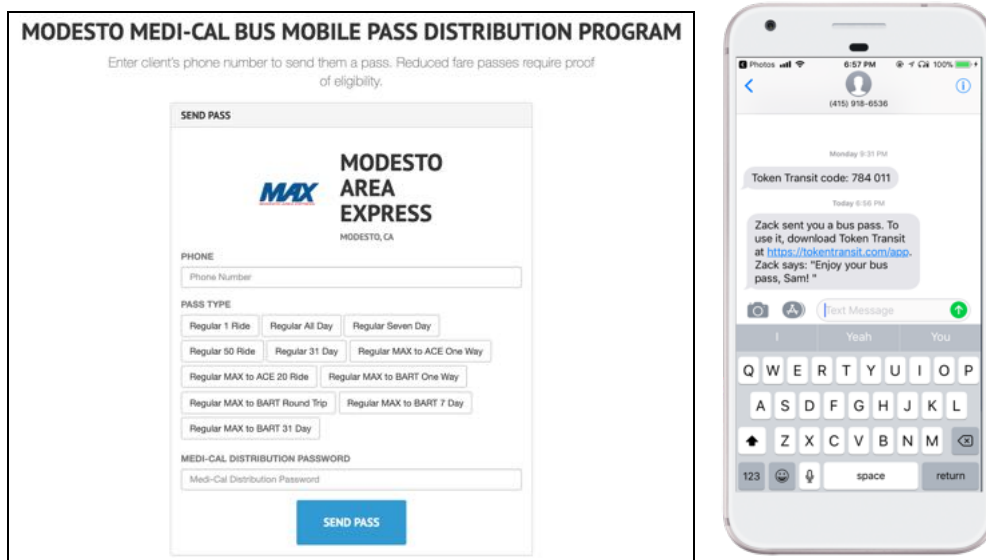
- **Social Services** - Text a pass or easily approve reduced pass riders to purchase discounted passes.
- **Schools and Employers** - Distribute thousands of passes for students, staff or employees.
- **Conference/Convention Coordinators** - Create custom passes for special events.
- **Family & Friends** - Anyone can send a pass instantly and electronically. Try it today.

For all pass programs, users are notified after successful registration by an automatic text message. Pass programs can be used right away after registration.

All pass program technology is available for all Token Transit customers to use and is covered under our standard commission-based pricing.

### Social Services Example - Modesto Medi-Cal Pass Distribution Program

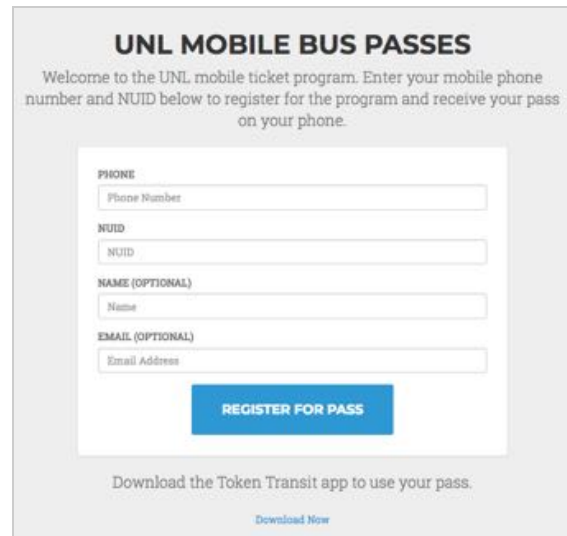
In other examples, the social service gives out passes directly. In this case, all billing happens on the back end and the agency can invoice at the end of the month. All a social service needs is an internet connection.



*Example Social Service Pass Distribution Portal and text received when pass is sent to recipients number.*

## School and Employer Example - University of Nebraska

Token Transit works with the University of Nebraska and Startran (the public transit agency) in Lincoln, NE to distribute passes to students, faculty, and staff using Token Transit's App and pass distribution technologies. The university maintains a "good list" of NUIDs (Nebraska University ID) on the backend.



The image shows a registration form titled "UNL MOBILE BUS PASSES". The form is set against a light gray background. At the top, it says "Welcome to the UNL mobile ticket program. Enter your mobile phone number and NUID below to register for the program and receive your pass on your phone." Below this is a white box containing four input fields: "PHONE" (with a sub-label "Phone Number"), "NUID", "NAME (OPTIONAL)" (with a sub-label "Name"), and "EMAIL (OPTIONAL)" (with a sub-label "Email Address"). A blue button labeled "REGISTER FOR PASS" is positioned below the input fields. At the bottom of the form, it says "Download the Token Transit app to use your pass." with a "Download Now" link.

Example sign up link from the University of Nebraska in Lincoln, NE, <https://tokentransit.com/unlpass>

## Conference/Convention Coordinators

Transit agencies can provide existing fares or create custom passes to be distributed via SMS or email to attendees for conferences, conventions, and special events. Token Transit has supported agencies doing this for APTA conferences, trade shows, and other special events where seamless pass distribution to attendees is required.

## Friends & Family

Friends and family can use the Token Transit send-a-pass feature to remotely send bus passes to each other. More information on the send-a-pass feature is in the send-a-pass section and linked to here: <https://tokentransit.com/send> Example from Big Blue Bus in Santa Monica, CA: <https://tokentransit.com/agency/bigbluebus/send>



## Validation Methods

The Token Transit platform is “validation agnostic” and can integrate with any existing industry validator with open validation specifications, including:

- Secure Visual Validation
- Token Transit Validators
- Open Payment / QR validators
- “Proof of Payment” inspection application

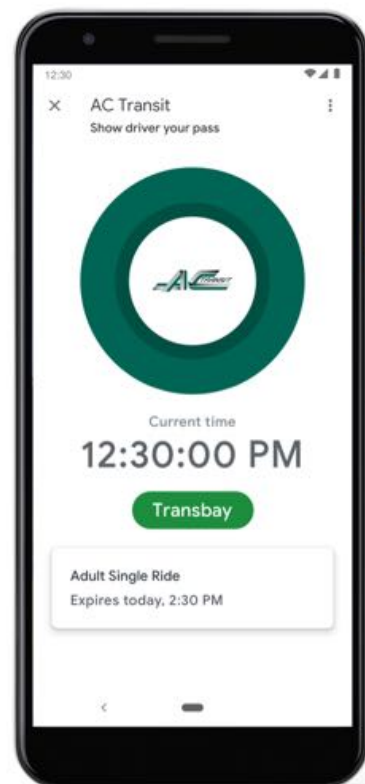
Token Transit provides agencies that don’t have existing mobile validators with a variety of options, including visual verification and Token Transit-specific “Tap to Board” validators (detailed below).

### Secure Visual Validation

Token Transit uses secure visual validation and no hardware is required. The ticket uses a variety of methods to ensure that it can be identified quickly and accurately as a valid ticket and not faked by taking a screenshot. Visual verification works offline.

Ticket features:

- **Animation** - Animated ticket prevents screenshots
- **Design** - Optional daily rotation for ticket color, picture, word
- **Simplicity** - Clear design make operator’s jobs easy
- **Secure Display** - Ticket only displays if valid
- **Time Of Day** - Prevents fake recordings of the ticket image



*Example Token Transit Ticketing with AC Transit in Oakland, CA*

## Token Transit “Tap to Board” Validation

Token Transit Validators integrate with any existing fare system, validate tickets with a “beep”/light, and can be installed in minutes. They are standalone battery powered devices and utilize the rider’s phone to send ridership data back to the agency. Key benefits include:

- **Automated Pass Validation** - Remove operators from the role of validating passes
- **Passive Origin-Destination Data** - Record Origin-Destination data with no “tap off” required
- **Full Ridership Data** - Gather detailed ridership data without a farebox connection

Token Transit Validators can be installed anywhere and installation typically takes about 1 minute per bus. Validators can go on existing fareboxes or Token Transit can provide a new enclosure for installation. This is determined on a case by case basis. Specifications are provided in the appendix.



*Standalone Token Transit Validators (left) and example Token Transit Validator on farebox (right). For reference, Token Transit validators are about the size of a deck of playing cards.*

## Open Payment / QR validators

Token Transit’s mobile ticketing platform is “validation agnostic” and can integrate with any existing hardware scanning devices or validators with open validation specifications. The firm has experience integrating QR codes with existing “TransitFare Systems” validation equipment with Madison County Transit in Madison County, IL (shown below).

Token Transit has working partnerships with industry-leading validator providers including AccessIS and Flowbird and is capable of integrating with any open-specification validation system.

Token Transit can validate on existing validation equipment in two different ways.



*Token Transit ticket with Madison County Transit (MCT)*

### QR Code Option 1 - Use a provided API to generate a valid QR code

Validator manufacturer provides documentation and/or API access with the necessary parameters to allow Token Transit to generate a QR code that can be validated on the existing validator.

This method requires no Token Transit software to be installed on existing fare collection software. This documentation and/or API provided by the validator manufacturer would cover the data format of valid QR codes as well as any security features for TT to generate valid QR codes.

### QR Code Option 2 - Install Token Transit validation software on existing hardware

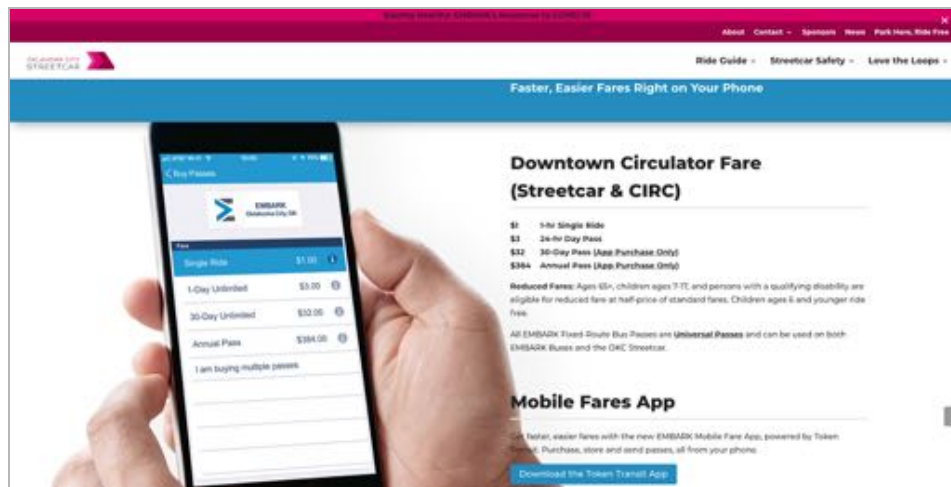
Token Transit installs and runs its own software in parallel with the validation software that currently runs on the validators, allowing Token Transit to generate independent QR codes. In order to provide this service, Token Transit requires the following information:

- What make and model hardware is currently installed across the fleet?
- What operating system does hardware run?
- What are the current data connection standards of existing hardware?

## “Proof of Payment” Inspection Application

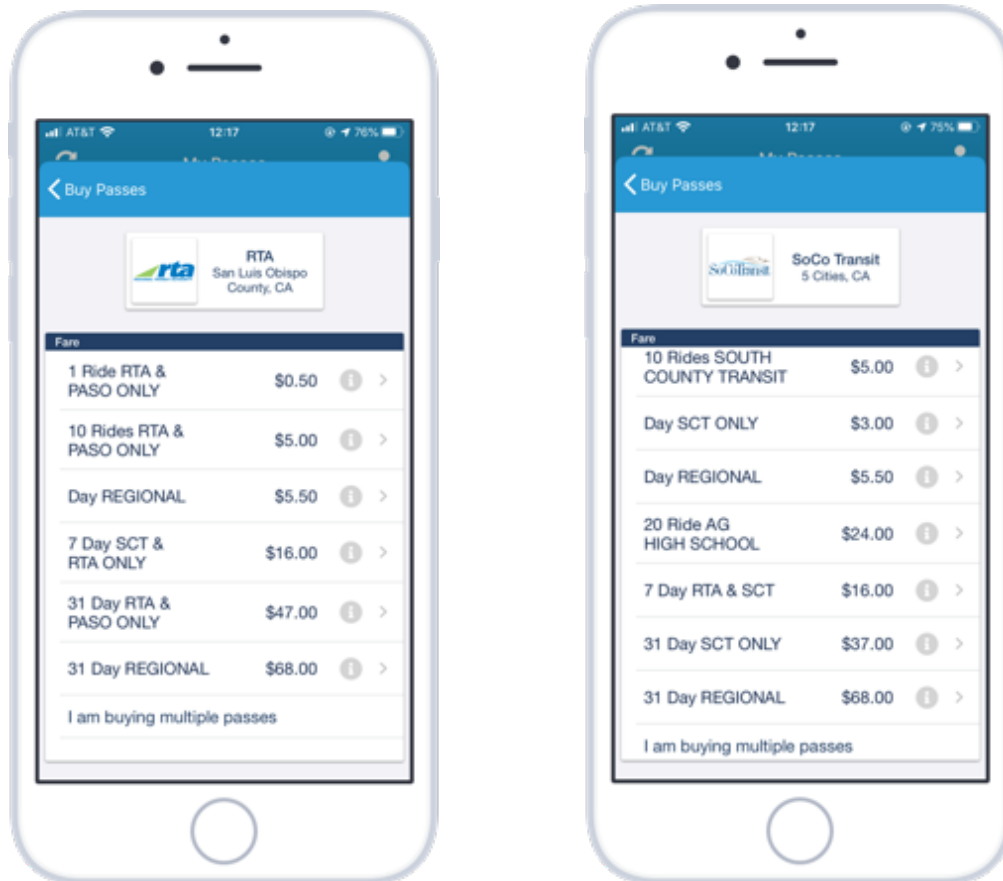
Token Transit provides agencies with a “proof of payment” inspection application that fare inspectors can use to ensure that riders have purchased their fares when riding in “proof of purchase” environments.

EMBARK (Oklahoma City) currently uses this validation method on their new streetcar as a form of fare enforcement for riders purchasing their passes on the Token Transit platform.



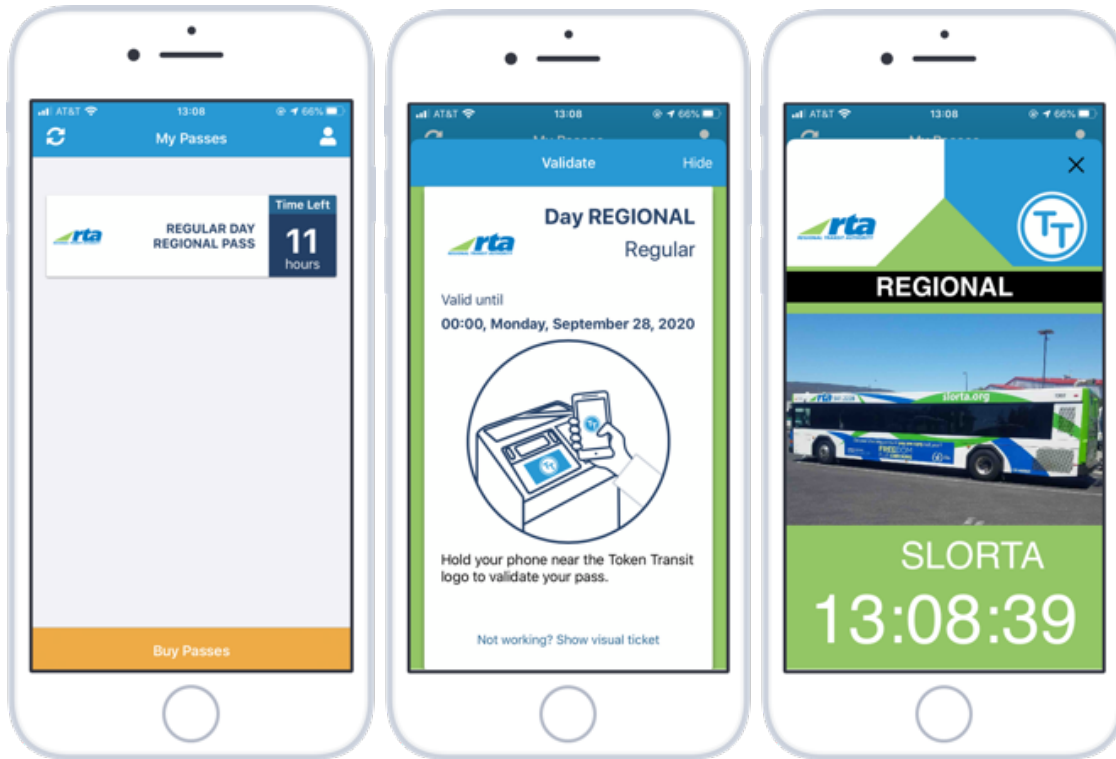
## Regional Fares for the Customer

Agencies can offer regional fares that are valid on one or more transit agencies. Additionally, agencies can choose if they want to only offer regional fares through a single regional agency or if they want to offer regional fares through all regional agencies directly. Options can be discussed on a case by case basis directly with Token Transit.



*Example Regional Fare Offerings in the Token Transit App from the included Regional Agencies in San Luis Obispo County, California. Regional fares are sold across 2 of the 3 regional agencies.*

These fares can be validated onboard utilizing either visual or electronic validation depending on agency preferences and the regional data requirements. For visual validation, Token Transit can create banners on the visual tickets like the "REGIONAL" banner below and help train the operators accordingly. For electronic validation, Token Transit can program the regional tickets to validate on any participating regional transit agency per the rules specified for the regional fare system.



*Example Regional ticket in the Token Transit App, visual validation Regional Ticket and electronic validation Regional Ticket in San Luis Obispo County, California.*

**Regional ridership data for revenue share.**

Token Transit can export regional ridership data in any format to meet agency needs for revenue splitting. Token Transit typically provides this data to agencies on a monthly basis but can adjust this based on agency requirements. The data export format and schedule is established on a per-agency basis in order to best meet their needs..

Token Transit created the a custom regional data export below for San Luis Obispo RTA that allows them to determine the correct revenue share across three regional agencies - SLO RTA, SLO Transit and SoCo Transit. San Luis Obispo requested this data at the end of each calendar month.

The table below is an example of the data shared by Token Transit for fund reconciliation. Please note, the table was abbreviated with less buses for ease of representation.

		ridership-2020-2												
Ridership by bus and pass		bus_agency_id bus_number												
pass_agency_id	fare_name	slorta				sococtransit		slortransit				Grand Total		
		158	167	1903	204	1011	754	756	858	859				
slorta	Discounted 31 Day REGIONAL	16	20	28	427		11	58	2	1	5	2	61	546
	Discounted 31 Day RTA & PASO EXPRESS ONLY	20	38	36	566			9		2			7	582
	Discounted 7 Day RTA & SCT				0			0					0	0
	Discounted Day REGIONAL		1	1	19			0					2	21
	Regular 31 Day REGIONAL	7	17	18	228		3	17	11	4	14	7	96	341
	Regular 31 Day RTA & PASO EXPRESS ONLY	54	54	96	1380			20			1	3	36	1436
	Regular 7 Day RTA & SCT				0			0					0	0
	Regular 7 Day SCT & RTA ONLY	11	9	17	272		2	29					0	301
	Regular Day REGIONAL	9	19	20	422		6	28	3	3	1	5	32	482
slorta Total		117	156	216	3314		22	161	16	8	23	17	234	3709
sococtransit	Discounted 31 Day REGIONAL	1		3	53	36	7	68	1			1	2	123
	Discounted 31 Day RTA & PASO EXPRESS ONLY				0			0					0	0
	Discounted 7 Day RTA & SCT				0			0					0	0
	Discounted Day REGIONAL				1			2					2	5
	Regular 31 Day REGIONAL	2	3	3	61		10	37					0	98
	Regular 31 Day RTA & PASO EXPRESS ONLY				0			0					0	0
	Regular 7 Day RTA & SCT	2		3	59		11	67					0	126
	Regular 7 Day SCT & RTA ONLY				0			0					0	0
	Regular Day REGIONAL	3		1	35		2	19					8	62
sococtransit Total		6	3	10	209	36	30	193	1			1	12	414
Grand Total		125	159	226	3523	36	52	354	17	8	23	18	246	4123

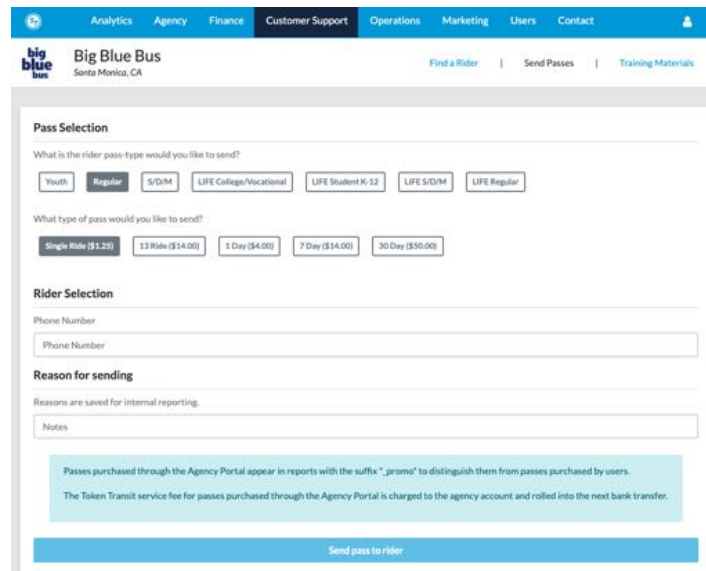
*Example Regional Fare Reconciliation Data from three regional agencies in San Luis Obispo County, CA*

San Luis Obispo requested their pass use data with the “y” axis columns being which agency sold the passes and “x” axis which bus number those passes were used on. This allows them to have all the regional agencies (slorta, sococtransit and slortransit) settle up at the end of each month and for them to incorporate the Token Transit passes into their existing method of fund settling for existing fare media for administrative ease.

# Equity and Support for the Unbanked

## “Text a Pass” Support for Cash Riders

Token Transit offers an open retail portal, available to anyone, that allows any retailer with internet access to become a 3rd party pass reseller and accept cash in exchange for sending a pass via text message. Retailers and agency customer service desks use it today and you can give it a try at <https://tokentransit.com/send>. Users select the phone number they want to send a pass to and enter their payment method. Customers instantly receive a text message to claim their pass.



The screenshot shows the 'Big Blue Bus' agency portal interface. At the top, there is a navigation bar with links for Analytics, Agency, Finance, Customer Support (highlighted), Operations, Marketing, Users, and Contact. Below the navigation bar, the agency name 'Big Blue Bus' and location 'Santa Monica, CA' are displayed, along with links for 'Find a Rider', 'Send Passes', and 'Training Materials'. The main content area is titled 'Pass Selection' and contains the following sections:

- Pass Selection:** A question 'What is the rider pass-type would you like to send?' is followed by buttons for 'Youth', 'Regular' (selected), 'S/D/M', 'LIFE College/Vocational', 'LIFE Student K-12', 'LIFE S/D/M', and 'LIFE Regular'.
- Pass Type Selection:** A question 'What type of pass would you like to send?' is followed by buttons for 'Single Ride (\$1.25)', '13 Ride (\$14.00)', '1 Day (\$4.00)', '7 Day (\$14.00)', and '30 Day (\$50.00)'.
- Rider Selection:** A section titled 'Rider Selection' with a 'Phone Number' label and an input field.
- Reason for sending:** A section titled 'Reason for sending' with a note 'Reasons are saved for internal reporting.' and a 'Notes' input field.

Below these sections, there is a light blue box containing the following text: 'Passes purchased through the Agency Portal appear in reports with the suffix “\_promo” to distinguish them from passes purchased by users. The Token Transit service fee for passes purchased through the Agency Portal is charged to the agency account and rolled into the next bank transfer.'

At the bottom of the form, there is a blue button labeled 'Send pass to rider'.

*Example send-a-pass from the Token Transit agency portal.*



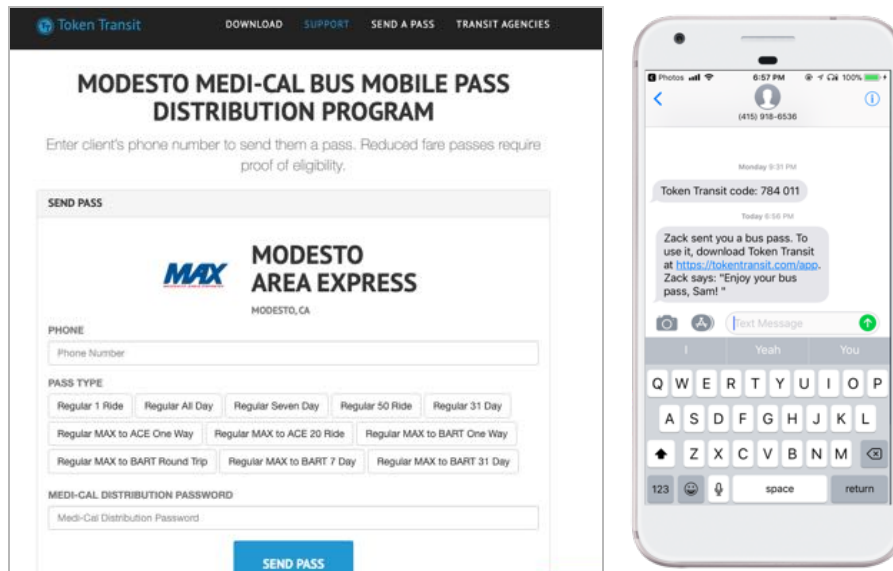
*Monique, an Omnitrans customer in San Bernardino, CA, had passes sent to her from far away relatives that helped her get to job interviews. Full story [here](#).*



## Partnerships with Social Service Agencies

Token Transit offers retailer-specific portals for agencies and retailers that want to establish formalized agreements for billing and reconciliation. Social service agencies that use Token Transit’s “Send a Pass” services include:

- [Inland Empire Health Plan](#) (Non-emergency medical transit)
- [Modesto Medi-Cal](#) (Non-emergency medical transit)
- [Go Buffalo Mom](#) (Help low-income pregnant moms get to prenatal doctor’s appointments)
- [Salvation Army](#)
- [Housing Resource Center](#)



*“Send a Pass” portal example with Medi-Cal in Modesto, CA*

## Support for Unbanked Riders

Token Transit currently supports all types of prepaid debit cards, giving unbanked riders the ability to pay for transit by using the same payment cards they use for other services. Adding a prepaid debit card works identically to adding a credit or debit card. Roughly 18% of all fares purchased using Token Transit are done with a prepaid debit card. At some agencies, prepaid debit card purchases make up 45% of total purchases, indicating that a high percentage of users that use Token Transit today are unbanked.

## **Supported Mobile Devices**

Token Transit is available on iPhone and Android operating systems. Many Token Transit users currently use Lifeline Assistance phone from the government. Lifeline Assistance phones are oftentimes limited feature Android phones. Token Transit is specifically developed to perform well on these phones.

The Token Transit app supports ~98% of all Android devices and over 99% of all iPhone devices currently used in the US. Additionally, Token Transit is optimized to limit the amount of data required to purchase and use passes. From a data use standpoint, using Token Transit to ride is equivalent to browsing Facebook for 20 seconds.

## **Fare Capping and “Best Fare Guarantee” (Additional details in fare capping section)**

Token Transit supports Fare Capping or “Best Fare”. Fare Capping is a pay-as-you-go system that guarantees riders will not pay more than the lowest authorized fare for any period of travel, without having to pay the full cost of a pass in advance. If a rider uses enough fares in any given time period to have earned the fare that is in their best interest, their fare will be capped at that level. If the rider rides less, they pay for what they used and nothing more.

Fare capping provides all riders with equitable and affordable transit by ensuring that riders who cannot afford to pay the full cost of a week or month pass upfront are not disadvantaged.

# Implementation Tasks and Project Deliverables

## Launch Process

Token Transit has a clearly defined and trusted launch plan used and developed through its experience working with 100+ agencies across North America. Upon receipt of a notice to proceed, the App shall be fully designed, developed, tested, and revenue ready in one week or less.

### Startup

Setting up Token Transit for launch takes less than a day and is extremely simple. We need the following information:

- **Agency Logo** - We need a copy of your logo. It can be in any format (jpg, png, svg, etc.)
- **Vehicle Image** - An image of one of your vehicles helps us create our templated marketing materials for you. This is optional.
- **Bank Account Information** - Token Transit deposits fare revenue directly into your account. To set up the bank transfer, we need your Business Name, Agency Website, Agency Tax ID (EIN), Account Number and Routing Number, and acknowledgement of Stripe's Terms of Service.
- **Approval of Fare Media** - Approval in writing that we entered your fare media correctly.

### Design and Development

Token Transit is a 100% turnkey mobile ticketing platform. No development is needed and your agency's design is incorporated into the platform by default.

### Testing

Token Transit has a test application that it shares with agencies to demonstrate the app's capabilities and fare media before Go-Live. Token Transit provides these features to agencies for testing and requires that agencies give confirmation of the product in the test environment before proceeding to Go-Live.

### Deployment Installation

For the majority of launches, no deployment installation is required. For launches that require hardware validation, Token Transit works with agencies to ensure that all validators are deployed and tested prior to Go-Live.

## Go-Live and Final Acceptance

Token Transit provides agencies with an onboarding checklist of items that must be completed before Go-Live and Final Acceptance. Once these have been met and both parties agree on final acceptance, the platform goes live and riders can start purchasing passes.

## On-going Maintenance and Support

Token Transit provides extensive ongoing maintenance and support in a variety of key roles outlined below:

- **Operator Training** - Token Transit provides agencies with a suite of operator training support materials including videos, documentation, and tools in order to properly train operators to work with Token Transit. See section below for details.
- **Rider and Customer Service** - For app-related questions or support issues, Token Transit offers 24/7 customer service support for calls, emails, and texts. Token Transit's comprehensive support has proven to be a critical feature in providing rider trust and continual app improvement.
- **IT/Administrative** - Token Transit provides standard IT/Administrative support during business hours of 8pm-5pm Monday-Friday. In case of emergencies, Token Transit provides a hotline that agencies can contact on nights and weekends that is staffed 24/7.

Token Transit earns money from commissions on pass sales and has a strong incentive to constantly improve the app and work closely with agencies to ensure that the agencies and their riders are satisfied. Token Transit sees Go-Live as the beginning of its ongoing relationship with agency partners and maintains continuous communication and collaboration with agencies throughout the duration of its contracts.

In addition to many informal check ins and updates, Token Transit performs the following post-launch:

- Monthly summary emails to all agencies detailing new product features, sales, and
- Routinely Refreshed and updated marketing material and strategies for attracting and retaining riders
- Routinely updated app and agency back office that benefit all Token Transit agencies

## Project Management

Token Transit has experience launching mobile ticketing with many dozens of agencies across North America. It's efficient, systematic system of checklists and procedures has been refined over time to make the process smooth, predictable, and straightforward.

Below is an initial implementation schedule for visual verification that will be updated during the kickoff meeting to ensure that key dates are met.

Complete by	Phase	Description
Week 1	<i>Kickoff</i>	<p><i>Meet with Agency project management and business area stakeholders for project planning</i></p> <p><b>TT Deliverable:</b> <i>Token Transit Portal Access and Onboarding Checklists</i></p> <p><b>Agency Deliverable:</b> <i>Needs to provide: agency name, agency location, agency logo, fare policies, and agency bank account information for fare revenue deposits.</i></p>
Week 1	<i>Development</i>	<p><i>Development and integration of all Agency-specific application requirements</i></p> <p><b>TT Deliverable:</b> <i>Agency in the Token Transit App</i></p> <p><b>Agency Deliverable:</b> <i>N/A</i></p>
Week 2	<i>Testing</i>	<p><i>Internal testing of app features and requirements for Agency launch</i></p> <p><b>TT Deliverable:</b> <i>Deliver necessary fare edits</i></p> <p><b>Agency Deliverable:</b> <i>Approval of fares in Token Transit and review of go live checklist</i></p>
Week 3	<i>Go Live and Acceptance</i>	<p><i>Monitoring of the system and responding to issues</i></p> <p><b>TT Deliverable:</b> <i>Agency Live in Token Transit</i></p> <p><b>Agency Deliverable:</b> <i>N/A</i></p>
Week 4+	<i>Ongoing maintenance</i>	<p><i>1-week post-launch check in and monthly updates with Agency staff</i></p> <p><b>TT Deliverable:</b> <i>Regular Product Updates</i></p> <p><b>Agency Deliverable:</b> <i>Happy riders :)</i></p>

## Quality assurance practices and procedures

Token Transit has successfully managed dozens of previous projects and delivered 100% of its mobile ticketing launches according to schedule. However, potential risks can delay project schedules. If the proposed schedule falls behind, Token Transit will schedule a **mitigation meeting**.

- During the mitigation meeting, Token Transit will address the contributing factors that lead to the project's delayed schedule.
- Token Transit will discuss prioritization for any high-priority deadlines that the agency must have met.
- Token Transit will detail additional resources and staffing changes made to avoid repeating the error.
- The initial schedule will be revised and a new schedule will be agreed upon by project managers from both parties.

Token Transit provides a clear payment structure listed in the Fee Proposal and does not charge any hourly or development fees. With Token Transit, budget overrun is impossible.

## Risk Management Plan

The Token Transit team has decades of previous experience in the software industry. The company founders developed testing protocols based on their experience working at Google and Apple.

Quality of service delivery is measured by calculating uptime (when someone can purchase passes) versus downtime (any issues with the service). We set and currently maintain a similar Service Level Objective (SLO) as Google Cloud Services: 99.95% percent of the time, there should not be issues with the service.

In order to achieve these goals, Token Transit takes the following measures:

- Token Transit provides an extended testing environment that allows both Token Transit employees and agency testers to purchase “test” passes, use “test” credit cards, and test new features before they are released to riders.
- Token Transit has extensive, actionable quality assurance checklists. As per the industry standard, the software is checked by both engineers, and at least one employee outside of engineering prior to each release.
- Like Google, Token Transit releases new versions to small, randomly chosen groups of users before releasing them to all users. If riders experience issues with a software update, Token Transit can quickly revert the changes and investigate the problem.

## Marketing Support

Token Transit collaborates with agency marketing departments and provides extensive marketing material and support, in order to help you promote Token Transit for your riders.

In addition to providing marketing asset support, Token Transit provides agencies with a suite of analytics tools, including referral campaigns, promotion codes, and custom URL links, to measure and quantify rider conversion and marketing effectiveness.

### Token Transit Print Marketing

Token Transit has created many marketing designs for you to print and deploy. We use an image of one of your vehicles and your logo to create custom materials. These include King/Queen/Rear panels, Posters, Pamphlets/Marketing cards, Farebox stickers, Interior panels (Car cards), etc. and additional materials can be made upon request.

Token Transit also maintains the service to “Text TOKEN to 41411 for a download link”. We have found this to be the most effective way to get customers from physical marketing to the digital link [tokentransit.com/app](http://tokentransit.com/app) to direct users to the Token Transit app.



King/Queen/Rear panels



Transfer center ads

**Bus Passes On Your Phone**  
Text **TOKEN** to 41411 for download link

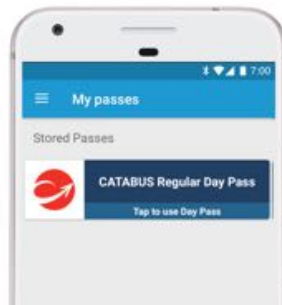
- 1 Get Token Transit App
- 2 Buy any bus pass
- 3 Show phone to board

GET IT ON Google Play | Download on the App Store

Token Transit | LAN'ta

Business Cards / Brochures

 **Day Passes On Your Phone**  
Text **TOKEN** to 41411 for download link



1. Get Token Transit App
2. Buy Day Pass
3. Show phone to board



Pamphlets/Marketing cards





Interior panels (Car cards)

Posters

### Token Transit Web and Social Media Marketing

Token Transit has a single link that directs users to the correct app store to download Token Transit and purchase tickets. The link <https://tokentransit.com/app> is the fastest way for customers to purchase their bus passes, regardless of device. This link can be used on the web, inside agency apps on iOS or Android to perform deep linking, or in social media.



Tweets by NFTA Metro in Buffalo, NY ([link](#)) and Gary Public Transit ([link](#)) promoting Token Transit

Effective Monday, March 23, 2020, GET will implement reduced service using the Weekend Service Schedule, 7-days a week.



- COVID-19
- ABOUT GET
- FIXED ROUTE
- GET-A-LIFT
- RYDE
- CONTACT US

## Bus Passes On Your Phone Buy Your Bus Pass from Anywhere

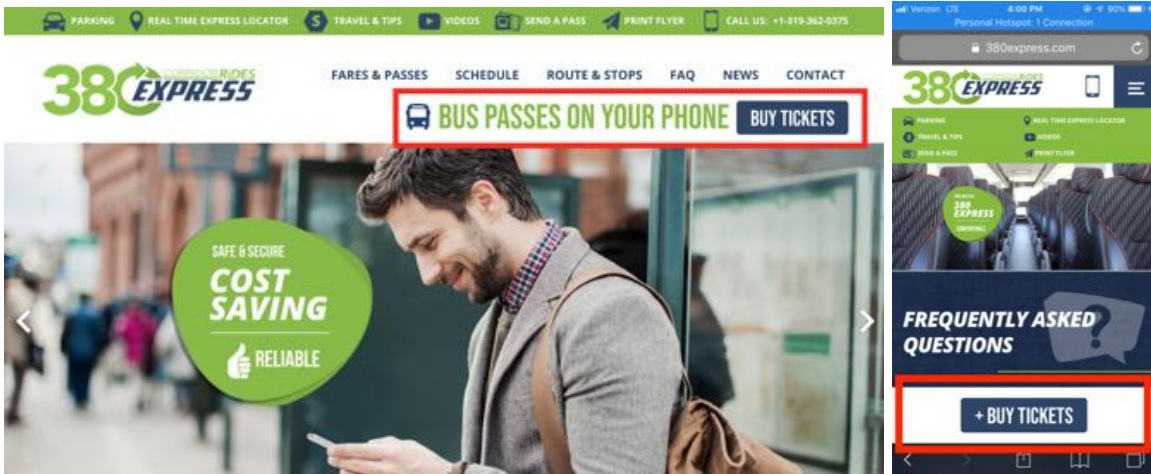
Get the Token Transit App



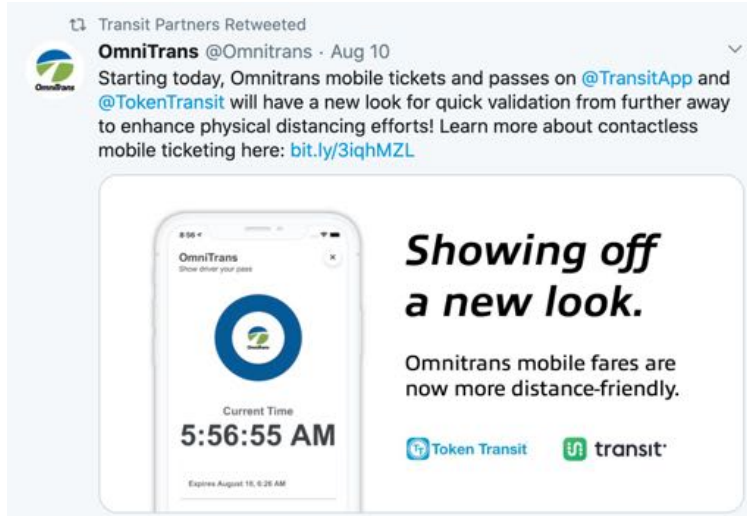
Purchase and store your GET pass with a smartphone, via a mobile app called "Token Transit."

Token Transit offers a great digital alternative to cash, while helping you board the bus faster and manage your bus fare easily from your mobile device. Customers can use a credit card to purchase GET Single Ride and Monthly Passes from anywhere! Passes can be purchased for immediate use, or if you're planning ahead, they can be stored

Website by Golden Empire Transit in Bakersfield, CA promoting Token Transit



380 Express home page marketing the ability to buy passes on a mobile phone.



*Omnitrans in San Bernardino, CA promoting Token Transit’s launch with API partner Transit on their website ([link](#))*

## Conversion Analytics

Token Transit provides referral links for your agency’s marketing campaigns in order to track marketing performance and conversions. Agencies can generate custom links for websites, social media, or special events using Token Transit’s Deeplink Generator ([link](#)).

*Example Token Transit Deep Links to track referrals from websites*

## Token Transit Press Releases

Many Token Transit users find out about the app through press releases coordinated with Token Transit's launch date. Below is Token Transit's standard press release boilerplate. We encourage agencies to issue their own press release for the Token Transit launch.

### Token Transit Boilerplate for Press Releases

Token Transit is a mobile app to pay for public transportation. Using the Token Transit app, riders can purchase transit passes on their smartphones and board the bus by showing the driver a pass on their phone. Transit agencies are choosing Token Transit as a rapidly deployable alternative to smartcards in order to boost ridership, decrease costs, and improve service. Founded in San Francisco with the mission to increase access to public transportation across the United States, the company is helping transit agencies of all sizes provide an easy and convenient rider experience. For more information visit: [www.tokentransit.com](http://www.tokentransit.com) or download 'Token Transit' on your iPhone or Android.

#### Media contact:

Sam Daly

Token Transit Co-Founder

[sam@tokentransit.com](mailto:sam@tokentransit.com)

608.469.8227


## Press Release Examples

**Technology**

### Gold Coast Transit, Token Transit launch mobile fare payment app pilot

Posted on March 30, 2018

[Post a comment](#) | [Comments 0](#) | [f](#) [t](#) [in](#) [+](#) 0



Oxnard, Calif.'s Gold Coast Transit District (GCTD) launched a mobile ticketing application pilot in partnership with Token Transit that gives customers a new and cashless fare payment choice.

As part of GCTD's commitment to providing a better customer experience, the Token Transit application will evolve fare payment methods and allow customers to purchase and activate GCTD passes using their smartphones before boarding the bus.

For a limited time, passengers using the app will get 50% off the first purchase of a multi-ride or 31-day pass.

A system for easy mobile payments creates more access for passengers to

*Gold Coast Transit announces launch of Token Transit ([link](#))*

## Training

Token Transit provides the following training and support in order to help train your operators at regular meetings and ensure a smooth workflow based on your agency's preferences. Token Transit has improved the operations process through working with thousands of operators and dispatch staff.

### **Additional Training**

Token Transit's proven training methods detailed below contain all information necessary for agencies to successfully launch. Additional training has not been necessary, but is available in the format below upon request.

### **Operator Training**

Operator training to recognize Token Transit tickets takes 10-15 minutes and typically happens at regular operator meetings. For training materials, Token Transit recommends three things:

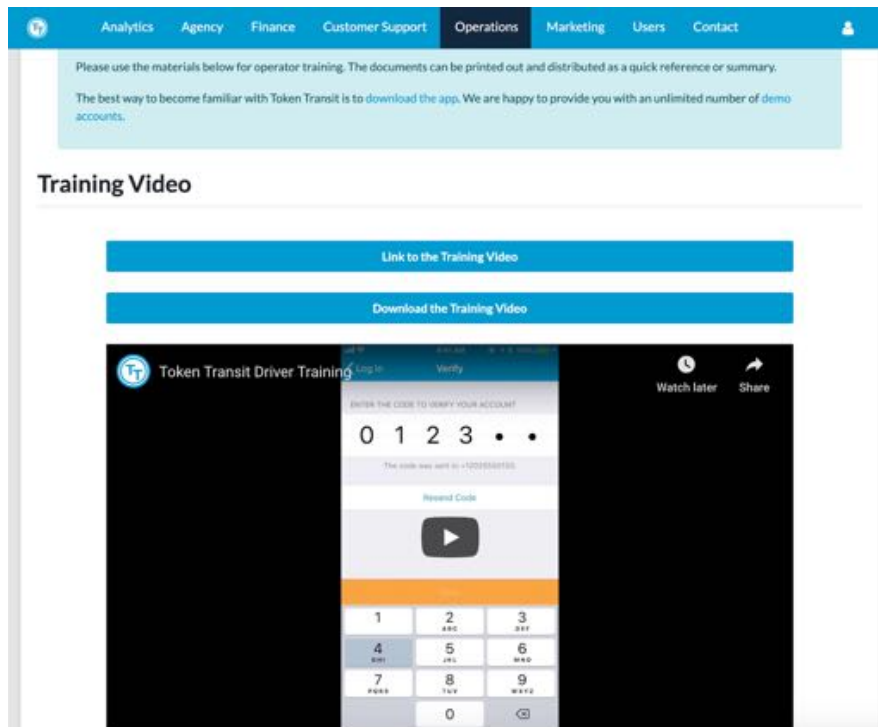
1. **Video** - Showing operators the brief training informational video (link below)
2. **Cheat Sheet** - Handing out the ticket reference doc (example below)
3. **Download App** - Optionally having drivers download Token Transit on their own phone

### **Operator Training Informational Video**

The operator training video is about 5 minutes long and goes through the details of recognizing valid tickets. Link to operator training videos are below:

Ticket training: <http://www.tokentransit.com/sl-google-ticket-training>

Validator training: <http://www.tokentransit.com/sl-validator-training>



*Token Transit Operator training in the Agency Portal*

### **Customer Service Training (Optional)**

Token Transit handles all customer service on its platform. For agencies that want to handle customer service related issues, Token Transit offers a Customer Service Portal that gives agency personnel the ability to view customer account information, send passes to riders, issue refunds, and pre-approve eligible riders for reduced fares. This is the same portal that Token Transit uses internally so it is always improving.

For training, Token Transit recommends three things:

1. **Video** - Showing agents the brief training informational video (link below)
2. **Cheat Sheet** - Handing out the reference doc (example below)
3. **Download App and Portal Sign In** - Optionally having drivers download Token Transit on their own phone and sign in to the Agency Portal.

For app-related questions or support issues, Token Transit offers 24/7 customer service support for calls, emails, and texts. Token Transit's comprehensive support has proven to be a critical feature in providing rider trust and continual app improvement.

### Tools for Customer Support Agents

- View rider account activity
- Issue refunds
- Send complimentary passes directly to user's phones
- Pre-verify eligible riders for reduced fares

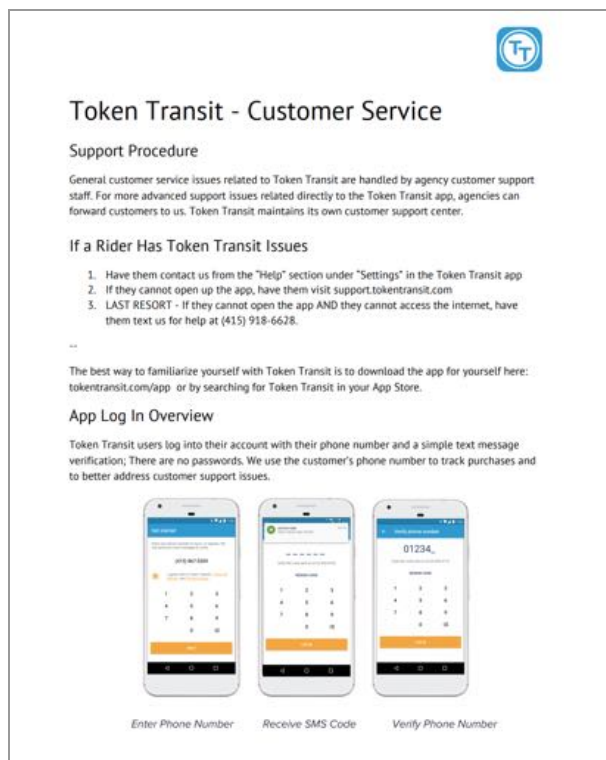
### Customer Service Training Video

The Customer Service Training Video goes over the basics for training staff on customer service related issues.

Customer service training: <http://www.tokentransit.com/sl/customerservice-training-video>

### Customer Service Cheat Sheet

The Customer Service Cheat Sheet is helpful to have printed out at agents desks for them to address issues quickly.



*Customer Service Agency Cheat Sheet Page 1*

### Customer Service Portal

The customer service portal is where agents can look up customer accounts. Token Transit suggests having agents explore the Agency Portal and download the Token Transit app on their own phone to become familiar with the app's functionality.



Big Blue Bus  
Central Valley, CA

Analytics Agency Passes **Customer Support** Operations Marketing Help

Find a Route Find a Station Training Passes

448782121

Home Account

Change options for selected items

**Current Passes**

ID	Name	Purchase	Price	Activated	Valid Until
10	Regular Single Ride	5:04 PM, October 11, 2017 (PST)	\$1.75	www.token	
11	Regular Single Ride	1:45 PM, June 24, 2017 (PST)	\$1.75	www.token	

Refund Selected Passes

**Expired/Refunded Passes**

ID	Name	Purchase	Price	Activated	Expired	Refunded
10	Regular Rapid 90 Single Ride	1:03 PM, November 11, 2017 (PST)	\$2.50	1:38 PM, November 11, 2017 (PST)	2:03 PM, November 11, 2017 (PST)	4:04 PM, November 11, 2017 (PST)
11	Regular Rapid 90 Single Ride	4:52 PM, August 11, 2017 (PST)	\$2.50	4:53 PM, August 21, 2017 (PST)	7:13 PM, August 11, 2017 (PST)	
12	Regular Single Ride	7:46 PM, June 6, 2017 (PST)	\$1.75	5:47 PM, June 6, 2017 (PST)	6:17 PM, June 6, 2017 (PST)	
13	Regular Single Ride	9:38 AM, June 6, 2017 (PST)	\$1.75	9:38 AM, June 6, 2017 (PST)	10:08 AM, June 6, 2017 (PST)	
14	Regular Single Ride	8:21 AM, April 11, 2017 (PST)	\$1.75	11:13 AM, April 11, 2017 (PST)	11:43 AM, April 11, 2017 (PST)	
15	Regular Single Ride	3:17 AM, April 11, 2017 (PST)	\$1.75	8:16 PM, April 11, 2017 (PST)	8:56 PM, April 11, 2017 (PST)	

Refund Selected Passes

Send Data Breach Notice

The Token Transit customer service portal.

# Relevant Experience and Past Performance

## **Firm Name and Contact Information**

Token Transit, Inc.  
1015 Fillmore St. PMB 68827  
San Francisco, CA 94115  
www.tokentransit.com  
info@tokentransit.com  
415-918-6770

## **Qualifications and Experience**

Token Transit, Inc. is a Delaware C-Corporation with its headquarters and sole office in San Francisco, California. Token Transit was founded in 2015 by a team of former Apple and Google engineers with decades of experience building secure and scalable software. Work commitments include providing mobile ticketing, pass distribution and fare collection technologies for 100+ agencies across North America.

Token Transit has applied a Silicon Valley innovation approach to the public transit industry. It has grown at an incredible pace while developing a stellar reputation industry wide. The firm's team has expertise in scalable software design, mobile app development, project management, anti-fraud systems and mechanical design engineering.

## **Financial Capability**

Token Transit is a private, well-funded venture-backed corporation with strong revenue growth, low overhead and supportive strategic investors. Token Transit is backed by Y Combinator, the prominent Silicon Valley startup incubator; The Center for Financial Services Innovation, the authority on consumer financial health with funding from JPMorgan Chase & Co.; and other leading venture capital firms supporting the Token Transit mission of improving access to public transit. Along with mobile ticketing revenue from trusted partnerships with 100+ transit agencies, Token Transit has the required resources necessary to successfully complete and support this contract.

## References/Relevant Work

Below are seven references and descriptions of work for agencies that use Token Transit.

Additionally, Token Transit is happy to assist with contacting any existing agency partners included on our “complete list of agency partners” below for reference if desired. We pride ourselves in our close relationships with our agency partners and believe any of them will speak to our experience and dedication.

### **Reference #1**

Name: Omnitrans

Location: San Bernardino County, CA

Agency Profile: \$13,918,025 in fare revenue and 12,813,471 annual unlinked trips (2016)

Omnitrans launched mobile ticketing with Token Transit in August 2017 and a survey of 800 participants reported that:

- **91%** of riders were satisfied
- **90%** would refer Token Transit to a friend.
- **60%** purchased their fares onboard before using the app, slowing down boarding times.

Parents and employers are using the “send a pass” feature to text passes to students and employees. Omnitrans is currently setting up their first employee pass program and applying for grant opportunities to partner with Token Transit to distribute bulk passes for senior and/or low income housing near transit lines.

### Contact

Nicole Ramos

Director of Marketing & Communications

1700 West Fifth Street, San Bernardino, California

909-379-7155

Nicole.Ramos@omnitrans.org

### **Reference #2**

Name: RTC Washoe

Location: Reno, NV

Agency Profile: \$7,290,692 and 8,176,302 (2016 fare revenue and unlinked trips)

RTC Washoe launched mobile ticketing with Token Transit in December 2016. RTC Washoe utilizes Token Transit’s discount and loyalty options to offer riders 50% off their first Token Transit pass and has experienced widespread adoption as a result, with ~10% of all pass uses coming from Token Transit.

After positive rider feedback and requests, RTC Washoe recently added Paratransit passes to the app. They launched their first employer pass distribution program with Token Transit in December and have rapidly expanded these partnerships to several large gaming and healthcare firms with over 8000 total employees.

#### Contact

Ed Park  
Transit Planner  
(775) 335-1853  
[epark@rtcwashoe.com](mailto:epark@rtcwashoe.com)

#### **Reference #3**

Name: Big Blue Bus  
Location: Santa Monica, CA  
Agency Profile: \$12,841,034 and 16,601,271 (2016 fare revenue and unlinked trips)

Big Blue Bus launched mobile ticketing with Token Transit in April 2017. The onboarding process took less than six weeks and riders can now purchase all Big Blue Bus fares using Token Transit.

After a 1-year pilot program with Token Transit, Big Blue Bus put out an RFP for mobile ticketing and selected Token Transit to continue providing mobile ticketing for the next 3 years . Riders can also use the Token Transit app to purchase passes for nearby agencies in Santa Clarita, Anaheim, Riverside County, and San Bernardino County.

#### Contact

Big Blue Bus (Santa Monica, CA)  
Barbara Andres  
Executive Administrative Assistant  
1660 7th St, Santa Monica, CA 90401  
(310) 458-1975 ext. 5811  
[barbara.andres@smgov.net](mailto:barbara.andres@smgov.net)

#### **Reference #4**

Name: Starmetro  
Location: Tallahassee, FL  
Agency Profile: \$5,433,581 and 3,799,418 (2016 fare revenue and unlinked trips)

Starmetro launched mobile ticketing with Token Transit in August 2017. Rider survey results from 97 respondents riding Starmetro report that

- **96%** of Starmetro users are satisfied with ability to purchase passes on Token Transit,
- **94%** are likely to keep using it.

- **68%** of Token Transit users at Starmetro usually paid with cash before using Token Transit

The pilot program was part of a larger mobile ticketing research project sponsored by the Florida Department of Transportation and the Center for Urban Transportation Research at the University of South Florida. StarMetro has since selected Token Transit through a competitive bidding process to continue providing mobile ticketing services.

Contact

Andrea Rosser  
City of Tallahassee-StarMetro  
850-891-5196

**Reference #5**

Name: Humboldt Transit Authority  
Location: Humboldt County, CA  
Agency Profile: \$1,099,432 and 665,665 (2016 fare revenue and unlinked trips)

Humboldt Transit Authority launched visual validation mobile ticketing with Token Transit in February 2017. In March 2018, they became the first agency in the nation to install Token Transit's Beacon Validators on their fleet. Validator installation took ~45 seconds per bus.

Contact

Humboldt Transit Authority (Eureka, CA)  
Brenda Fregoso  
Human Resource Manager  
(707) 443-0826 ext. 106  
[brenda@hta.org](mailto:brenda@hta.org)

**Reference #6**

Name: Centre Area Transportation Authority  
Location: State College, PA  
Agency Profile: \$7,654,509 and 7,227,579 (2016 fare revenue and unlinked trips)

CATA launched their new Day Pass fare type exclusively on Token Transit in Summer 2017 and added paratransit and senior shared ride options several months later. They see increased usage during home college football games when riders travel from out of town. After a successful pilot, they are deploying hardware validators systemwide and adding all fare types.

Contact

Jackie Sheader  
Marketing Manager  
2081 West Whitehall Road, State College, PA 16801  
(814) 238-2282 ext. 5141

jsheader@catabus.com

**Reference #7**

Name: Link Transit

Location: Wenatchee, WA

Agency Profile: \$636,598 and 1,034,597 (2016 fare revenue and unlinked trips)

Link Transit launched in January 2018 and has focused on using Token Transit's institution program tools to expand partnerships and ridership. They've since distributed passes on Token Transit to thousands of riders at regional employers, local colleges, and to city employees.

Contact

Eric West

[eric@linktransit.com](mailto:eric@linktransit.com)

2700 Euclid Avenue, Wenatchee, WA 98801

Marketing and Communications Coordinator

509 664-7622 (office)

# Key Personnel

The following outlines the Project Manager and other key personnel proposed to perform the work for launching mobile ticketing. Key personnel will be available to the extent proposed for the duration of the project and no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the Agency.

## Pomi Tefera - Project Manager

Pomi Tefera, Token Transit’s Director of Operations, will be assigned as project manager. She will manage the entire project and relationship with Token Transit’s engineering and operations team. She has extensive experience managing dozens of successful agency launches nationwide.

Pomi’s responsibilities will include overall project management, managing project timelines and milestones, allocating resources, reviewing ongoing project quality, performance reporting, risk assessment, and issue tracking and resolution benchmarks.

Pomi has extensive experience in a variety of operational roles at GE and Uber, where she worked closely with Product, Ops, Engineering, Design, Data Science and other teams to build and rollout quality, scalable financial products to Uber’s spenders and earners. She holds a degree in Finance and International Business from the University of Minnesota’s Carlson School of Management.

## Ekaterina Kuznetsova - CTO and Engineering Manager

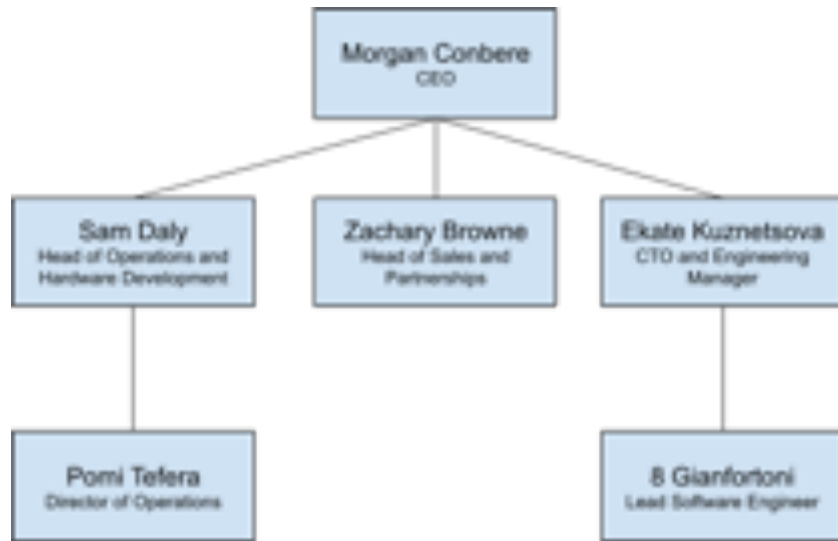
Ekate will lead all technical components of the project. She will be responsible for system / software development (mobile app, back office, and integration), operations, upgrades (if applicable), and all optional phases.

Ekaterina joined Token Transit as a founding partner and was the leading force behind Token Transit’s “Open Architecture” mobile app and agency web portal development. Prior to Token Transit, she specialized in keeping crucial internet infrastructure both secure and reliable during her near-decade career in the software industry at various startups and Google. She holds both a BS in Computer Science and a BS in Mathematics from MIT.

## Morgan Conbere - CEO

Morgan will oversee the management of the Token Transit launch, ensuring that the project schedule is maintained and deliverables are presented in a timely manner.

Morgan co-founded Token Transit in 2015. He has over eight years of experience leading engineering teams at Google and other startups, and has been involved with the development of multiple mobile applications and data analytics platforms. He holds a BS in Computer Science from Harvey Mudd College.





# Price Proposal

Token Transit’s price proposal includes commission-based pricing for visual verification as well as an optional electronic validator price.

Pricing includes all processing fees, material costs, royalties, overhead charges, and other costs of every kind and nature necessary for the execution and completion of the work and fulfillment of the Contract.

## Commission-based pricing (includes all processing fees)

Fares Greater than or equal to \$2.00	Fares less than \$2.00
8%	\$.06 + 7%

## OPTIONAL - Electronic Validator Pricing\*

Electronic Validator Cost
\$600 per vehicle per year

*\*Validator pricing includes all maintenance, repairs, upgrades, and guidance for installation. Electronic validators can be purchased upfront for multiple years or purchased yearly or monthly on a prorated basis.*

For feature requests beyond the scope of services described in this RFP, Token Transit has a standard practice of assessing the request internally, developing a budget and timeline estimate based on the amount of estimated work required. Token Transit charges an hourly rate of \$400/hour for any custom development work that extends beyond the items described in this proposal.

# Form of Contract

1) The Token Transit (TT) standard agreement is linked here -

<https://agency.tokentransit.com/legal/agency-master-platform-terms-2020-09-29.pdf>.

Note that TT is willing to negotiate specific provisions but has certain requirements applicable to all customers, as reflected in its form. In particular:

- a) **Data:** because the TT app is not specific to any one agency and because all riders have a direct billing, contractual, and privacy policy relationship with TT, the data provisions in the agreement (Section 3) are generally required. TT is willing to discuss questions and make appropriate clarifications.
- b) **License:** because the TT service is licensed (and no element of the work TT performs is “work made for hire”, TT’s agreement contains a license grant and standard restrictions (Section 1.1-1.2)
- c) **IP:** Because TT’s service is licensed and TT does not create software or other assets for customers, TT requires clarity that TT retains all of the IP related to its service (Section 1.5).
- d) **Warranties/Indemnity/Liability:** The agreement sets forth TT’s standard warranty and indemnity provisions (Section 6 and 7). These are typical for SaaS offerings and are necessary to maintain TT’s cost structure. TT has some flexibility to negotiate scope of indemnity where agency policy requires, however, TT generally will require a liability cap and disclaimer (Section 8). TT will consider a higher liability cap for indemnity claims, such amount to be discussed between the parties.
- e) **Confidentiality:** TT expects a reciprocal confidentiality clause (Section 2), subject to applicable laws applicable to government agencies (e.g., freedom of information laws).

# Appendix

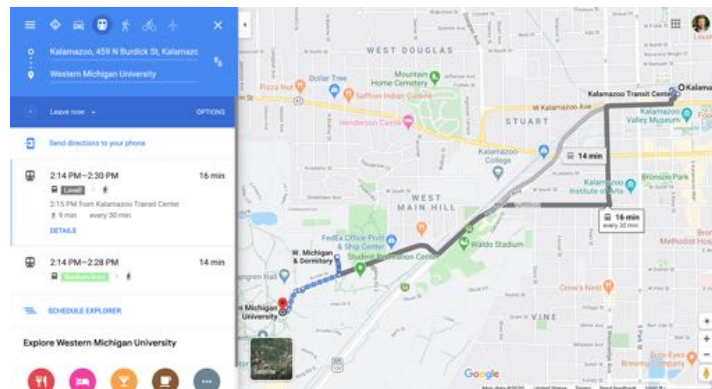
## Token Transit API Examples

### Google Maps (Kalamazoo, MI)

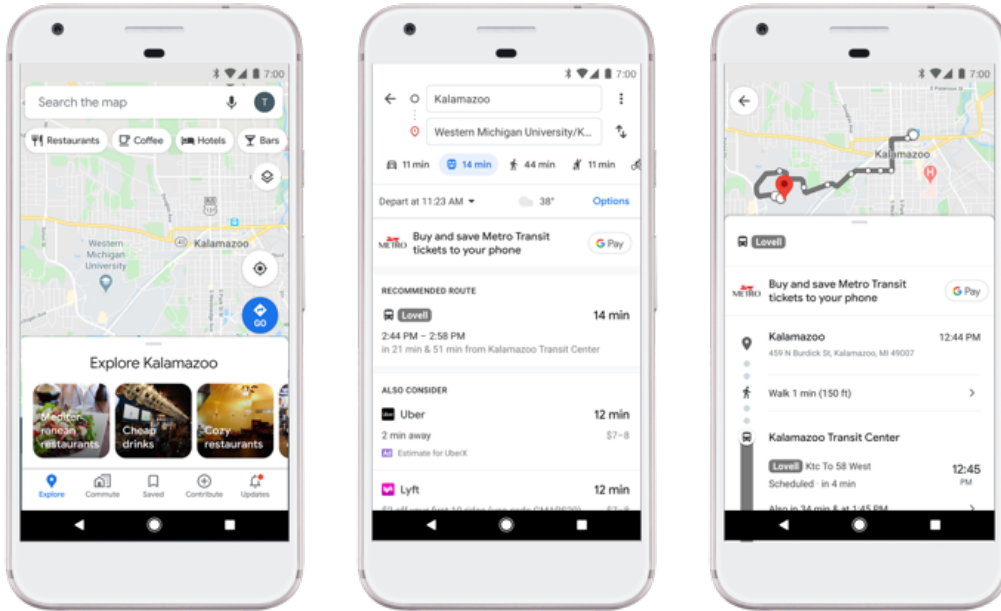
The Google Maps integration allows customers to purchase transit passes directly in Google Maps without needing to download a new app. The integration is currently live on Android phones.

You can demo the integration on your own phone by clicking on the below trip planned from the Kalamazoo Amtrak Station to Western Michigan University in Kalamazoo, Michigan.

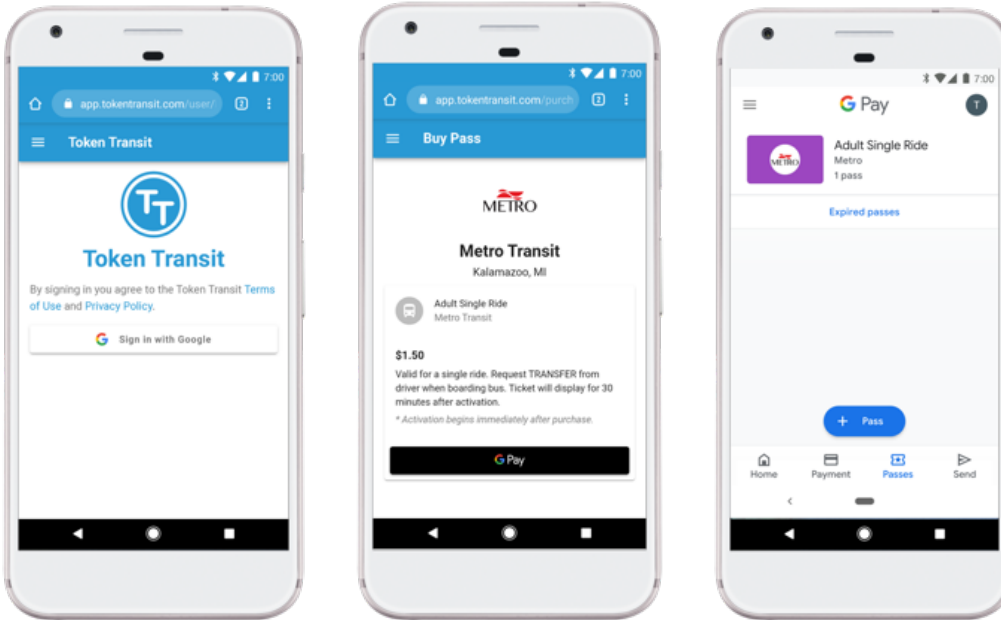
Google Maps directions ([Link](#)) and “Send directions to your phone” to try purchasing a pass.



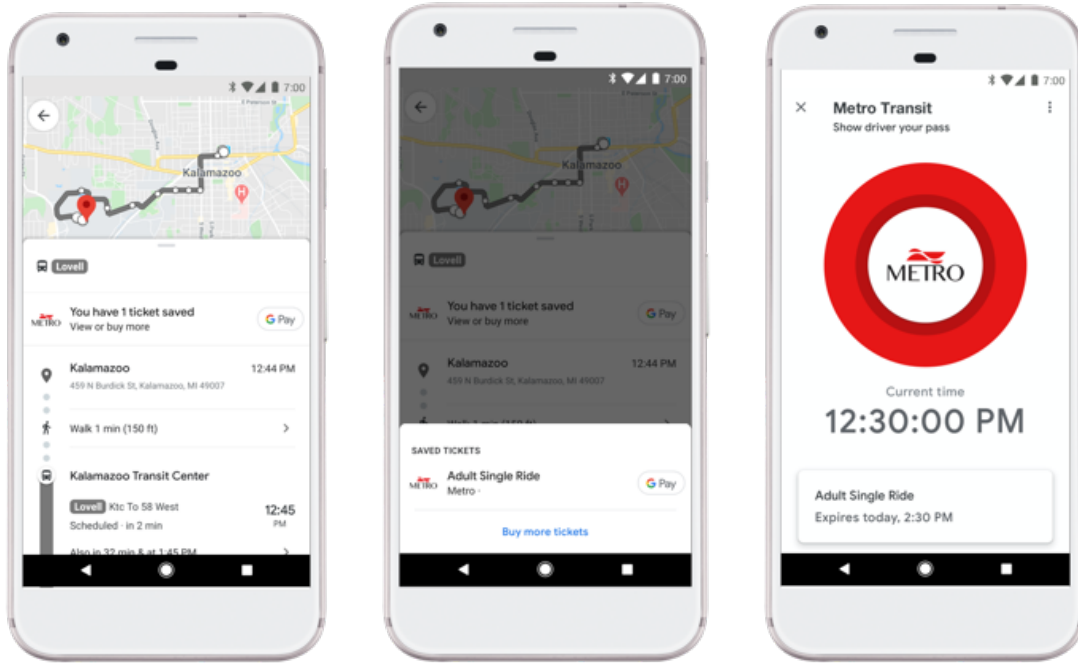
Example of Token Transit ticketing in Google Maps



*“Buy and save” Transit passes directly in the Google Maps App*



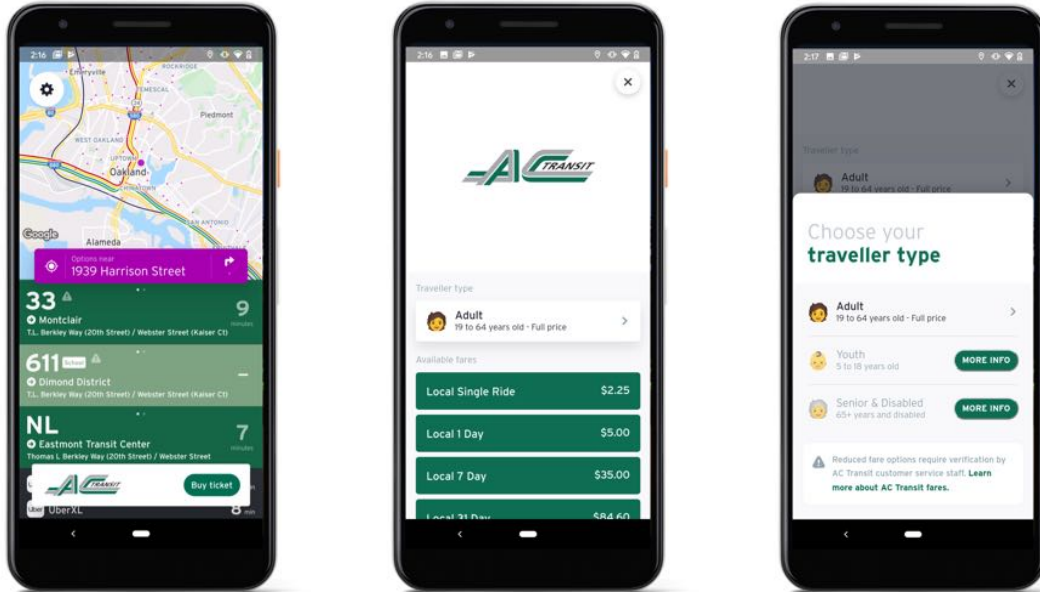
*Purchase passes from within your Google Account and save directly to your Google Pay wallet*



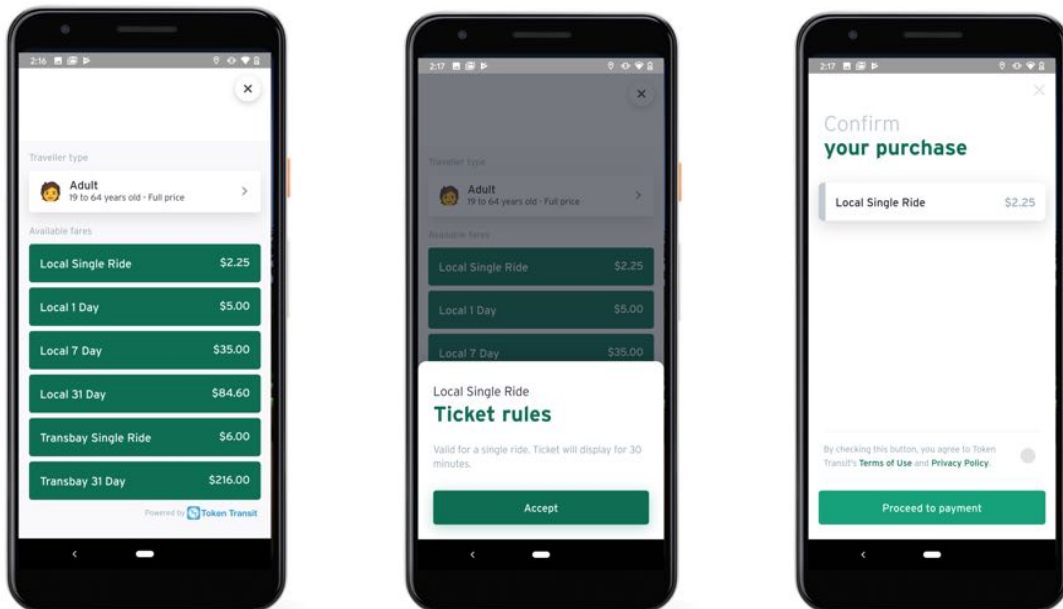
*Use purchased transit passes directly from Google Maps (no additional apps required)*

## Transit (Oakland, CA)

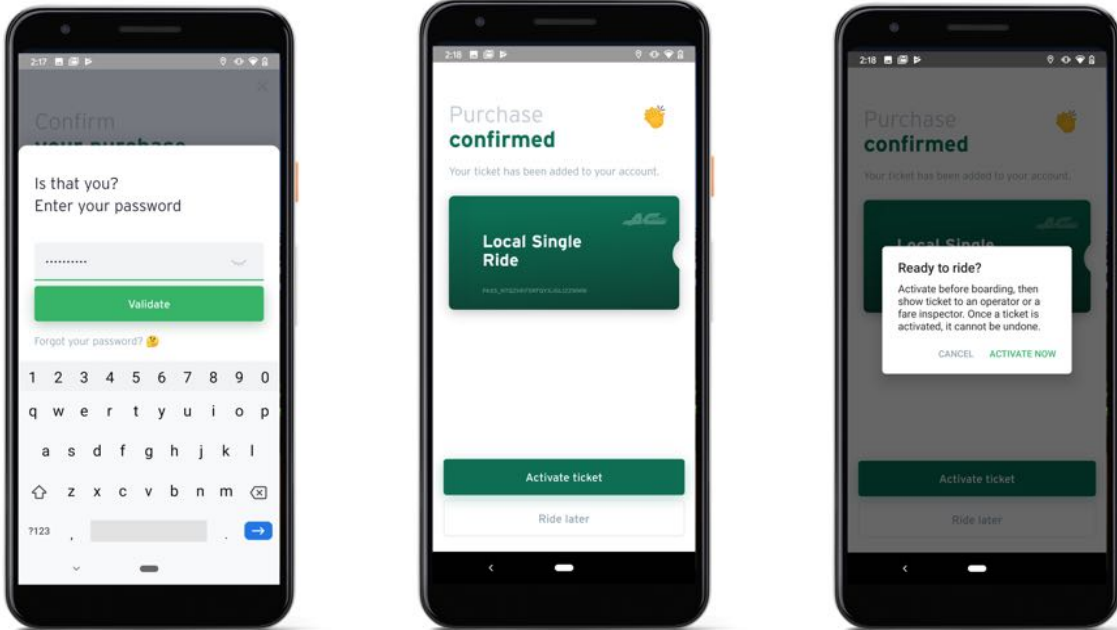
Example of Token Transit API Integration with Transit and AC Transit in Oakland, CA.



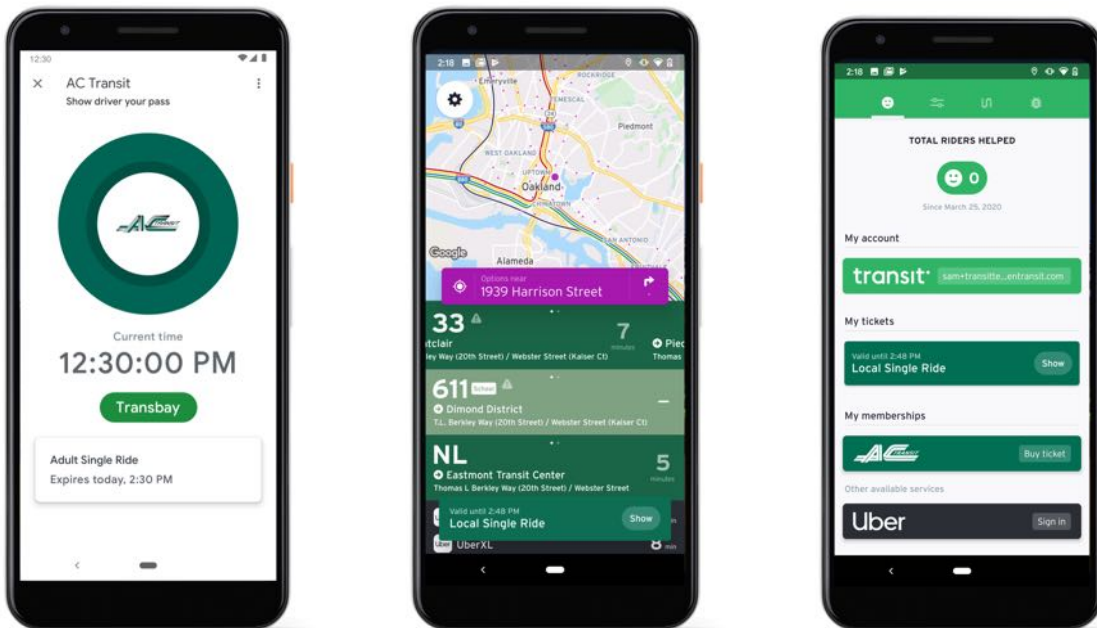
*If in an area served by the Token Transit API, the “Buy ticket” banner will appear on the bottom of the screen. They can then tap “Buy ticket” to purchase a pass available in Token Transit.*



*The rider can choose their pass and “Proceed to payment”*



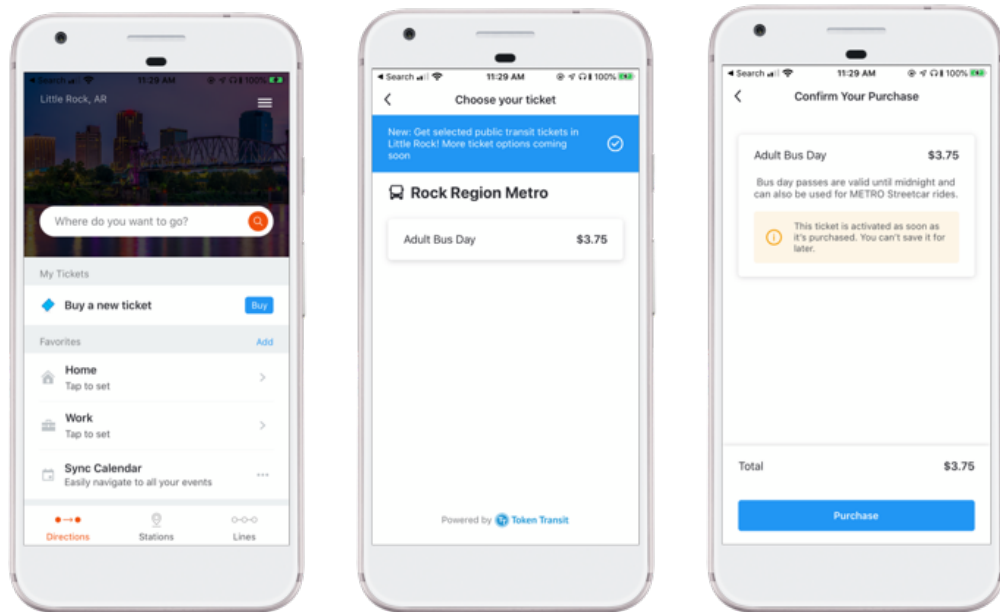
*Activate passes that are stored to your account.*



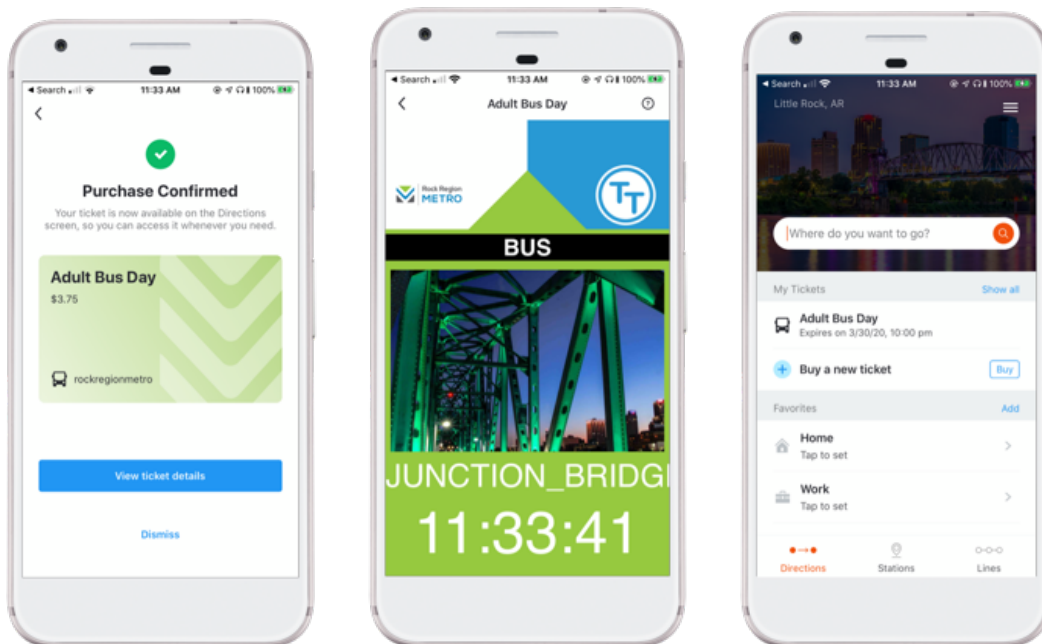
*Use ticket and access your ticket directly from Transit*

## Moovit (Little Rock, AR)

### Example Token Transit API integration with Moovit and Rock Region Metro in Little Rock, AR



*The user taps “Buy a new ticket” button in the middle of the home screen. The user will then be brought to a page to “Choose your ticket” and “Confirm Your Purchase.”*



*The user can view their ticket and board the bus. The user can also use that pass again and buy a new ticket.*



## Developer Information

### Ticketing API

Below is a link to the Developer information for the Token Transit **Ticketing** API. This API is for apps that intend to offer Token Transit transit passes in their applications.

<https://tokentransit.com/developer/docs/api/ticketing.html>

### Deeplinks

Below is Developer information for Token Transit. These links can be implemented into any application, or digital location, to easily guide customers to buy transit passes.

<https://tokentransit.com/developer/docs/deeplinking>

#### Token Transit deep link formats

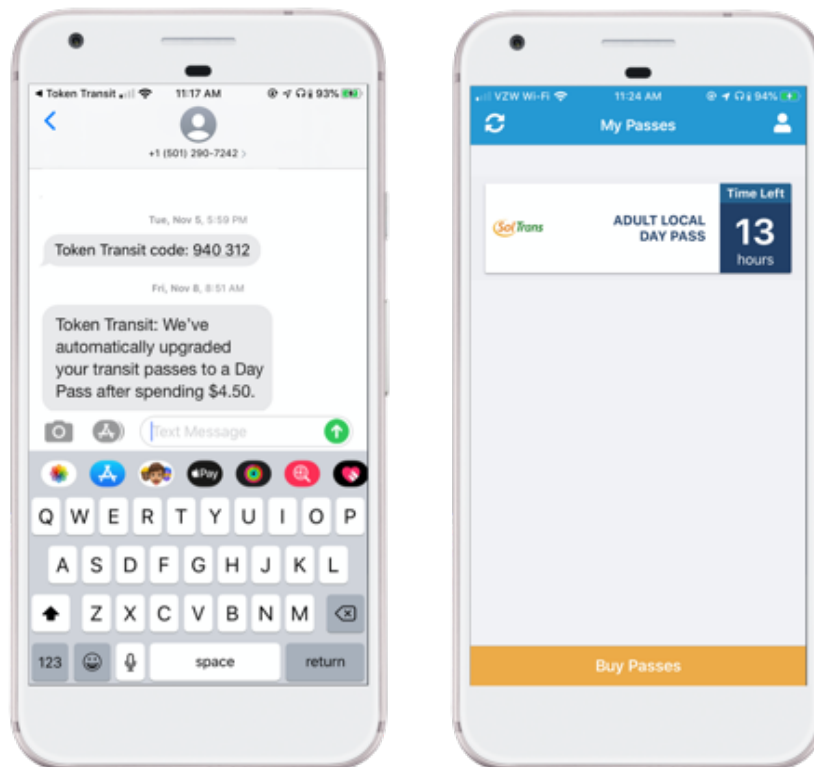
/	Token Transit Home screen.
/purchase	Purchase screen (no agency set).
/purchase/{agency_id}	Purchase screen (for particular agency).
/purchase/{agency_id}?rider={rider_id}&pass={pass_id}	Purchase screen for particular agency with specific options selected.

## Fare Capping Details

### How does it work?

Fare capping is an optional service for agencies to turn on. The idea with fare capping is riders always get the fare that is in their best financial interest - this is made possible by Token Transit being an account based system.

For example, if a day pass is \$4.50 and a single ride costs \$2 and a customer activates 3 single ride passes in a day, upon activating their 3rd pass this customer would be credited with a day pass and refunded \$1.50 back to their account. This happens automatically in the customer's account and they receive a text message notification about the refund and pass upgrade.



*Example Fare Capping notification and “upgraded” ticket in the Token Transit app*

### Transfer Reports

Fare capping is accounted for by putting any refunds that happen for fare capped customers in the refund section of the transfer reports with the refund reason being “farecapping”. We do not update purchase history in the transfer reports.

Using the example above, the individual\_sales and the aggregate\_sales transfer reports do not change - we would still show 3 Single Rides purchased. You will see the fare capped passes in the

refunds section that in this example would say \$1.50 was refunded of a \$2 pass with the reason being "fare\_capping".

fare_type	time	sale_amount	amount_refunded	adjustment	card_last4	reason
local_reduced_single_ride_local	2019-11-03 21:34:58 -0800 PST	\$1.00	\$0.75	\$0.07	*9133	fare_capping
local_adult_single_ride_local	2019-11-06 09:35:37 -0800 PST	\$2.00	\$1.50	\$0.15	*9525	fare_capping

### Rider Notification

Riders will receive a text message when they hit the cap stating "Token Transit: We've automatically upgraded your transit passes to a [PASS] after spending [AMOUNT]."

### Fare Capping Logic

Passes are capped based on the *dollar value of pass activations*. Riders will receive the upgraded pass for the remaining amount of time that they would've had since the first pass activation that counted towards the cap. For example, if they hit the monthly cap on day 20, they will have a "month pass" for the remaining 11 days of the month after that.

Below are examples of how different situations are handled:

- *Multiple Riders* - Customers can be fare capped twice if they use their phone to board with multiple riders and have more than 1 pass activated at a time. This will cause them to start another fare accumulator.
- *Express Routes* - Fare capping is set up isolating LOCAL, EXPRESS, PARATRANSIT, etc. into their own fare capping categories.
- *Remaining Money* - If a customer is \$1 over the dollar value of pass activations required to be farecapped, then they will be refunded the \$1 back to the payment method used and it will show up as a refund on your transfer report with the reason "farecapped".
- *Multi Ride Passes* - All multi ride passes are not eligible to be included in fare capping. An example of a multi ride pass is a 10 Ride Pass.
- *Time period* - There is no beginning of a single fare capping window; we check fare capping over every possible window. As an example, a fare capped day pass counts towards a fare capped month pass.

## Sample Reports

### Sample Financial Reports

#### Monthly Reports

Monthly reports are the sales from the beginning of the calendar month through the end of the calendar month local time. These reports contain all the same information as the transfer reports, just with different period break points and contain all the information for the money transferred during that month.

#### Transfer Reports

Transfer reports are sent at the frequency chosen by your agency (weekly or monthly) and contain all financial information for that deposit in the format described above. These reports also do not coincide with your local time. For example, transfer periods don't start and stop at 12:00am Local Time. These reports are for funds that have already been settled, and processed through our clearinghouse which takes roughly 2 days, and are being deposited into your agency account.

#### Example Transfer Report Email

This specified list of email addresses will receive financial reports with a complete breakdown of all passes sold through Token Transit during the transfer period. Below is an example of the body of a transfer report that we send each transfer period.

--

A transfer for **AGENCY** created on 2017-05-03 20:54:15 -0700 PDT is scheduled to arrive on 2017-05-04 17:00:00 -0700 PDT to bank account XXX (\*XXX) for **\$X.XX**.

Transaction Period	2017-05-03 20:54:15 -0700 PDT
First Transaction	2017-05-02 17:27:31 -0700 PDT
Last Transaction	2017-05-03 20:54:15 -0700 PDT
Gross Sales	\$X.XX
Sales Fee	\$X.XX
Net Sales	\$X.XX
Refunds	\$X.XX
Adjustments	\$X.XX
Net transfer	\$X.XX

If you have any questions or concerns reach out to Token Transit at [help@tokentransit.com](mailto:help@tokentransit.com) or call us at [415-918-6536](tel:415-918-6536).

## Transfer Report Email Summary

In addition to the summary, the following CSV files are attached to each transfer report email:

<b>aggregate_sales.csv</b>	Aggregate fare sales data by pass type for this transfer. Fields present are: <i>Fare_type, fares_sold, total_sales, fee, net_sales</i>
<b>individual_refunds.csv</b>	All fares refunded for this transfer. Fields present are: <i>Fare_type, Time, Sale_amount, Amount_refunded, Adjustment, Card_last4, reason</i>
<b>individual_sales.csv</b>	All fare sales for this transfer. Fields present are: <i>fare_type, time, card_last4, sale_amount, fee, net_sale_amount</i>

## Transfer Report “.csv” Examples

### Aggregate\_sales\_example.csv

fare_type	fares_sold	total_sales	fee	net_sales
reduced_13_ride	0	\$0.00	\$0.00	\$0.00
reduced_30_day_pass	0	\$0.00	\$0.00	\$0.00
regular_single_ride	0	\$0.00	\$0.00	\$0.00
total	0	\$0.00	\$0.00	\$0.00

### Individual\_sales\_example.csv

fare_type	time	card_last4	sale_amount	fee	net_sale_amount
regular_single_ride	2018-09-01 06:02:11 -0700 PDT	*XXXX	\$0.00	\$0.00	\$0.00
regular_13_ride	2018-09-01 09:01:43 -0700 PDT	*XXXX	\$0.00	\$0.00	\$0.00

### Individual\_refunds\_example.csv

fare_type	time	sale_amount	amount_refunded	adjustment	card_last4	reason
regular_day_pass	2018-09-09 09:55:03 -0700 PDT	\$0.00	\$0.00	\$0.00	*XXXX	requested_by_customer
regular_13_ride	2018-09-16 19:29:21 -0700 PDT	\$0.00	\$0.00	\$0.00	*XXXX	requested_by_customer
regular_13_ride	2018-09-16 19:29:21 -0700 PDT	\$0.00	\$0.00	\$0.00	*XXXX	requested_by_customer

## Sample Training Material

The training reference doc is available and can be printed or downloaded as a PDF from the Agency Portal. Custom training sheets are available upon request.

Agencies have printed these sheets off and posted them in driver break rooms, passed them out to drivers on vehicles and distributed them for operator training sessions.

**Secure Visual Validation is as easy as 1-2-3**

- 1 Circle around logo is **in motion**
- 2 Time of day is **current**
- 3 Type/quantity of fare(s) is **valid**

AC Transit  
Show driver your pass

Current Time  
**3:20:50 PM**

2 Tickets Transbay

Adult Transbay Single Ride  
Transbay

Expires Jul 21, 3:23 PM

TT  
**TOKEN TRANSIT**  
Operator Training Guide

Version 1.5, 03/2020

**"CIRCLE" AROUND LOGO IS IN MOTION**

SECURITY ELEMENTS OF TICKET

1. LOGO
2. **\*\*IN MOTION\*\***
3. TIME OF DAY
3. TICKET INFO

Expired tickets are visible for 20 minutes after expiration and will be clearly marked with expiration time.

With feedback, reach out to [operations@tokentransit.com](mailto:operations@tokentransit.com) or call us at (415) 918-6770.

Version 1.4 01/2020

RIDER MUST SHOW TICKET TO BOARD  
(TICKET IS ON OTHER SIDE)

**Pass Wallet with NO passes**

**Pass Wallet with WITH passes**

Pass in use

Pass NOT in use

With feedback, reach out to [operations@tokentransit.com](mailto:operations@tokentransit.com) or call us at (415) 918-6770.

Token Transit Operator Training

Version 1.5 03/2019

**TOKEN TRANSIT**  
Operator Training Addendum: Validation

**TAP TO BOARD, BEEP & LIGHT = VALID TICKET**

**TOKEN TRANSIT VALIDATOR**

**LIGHT FOR VALID TICKET**

**"VISUAL" TICKETS ARE A FALL BACK**

**TICKETS HAVE:**

1. AGENCY LOGO
2. COLOR OF DAY
3. WORD IN MOTION
4. TIME OF DAY

**LIGHT COLORS**

Regular ■

Senior/Disabled/Veteran ■

Student ■

Express ■

With feedback, reach out to [operations@tokentransit.com](mailto:operations@tokentransit.com) or call us at (415) 918-6770.

Version 1.5 03/2019

**Ticket Wallet with NO passes**

**Ticket Wallet WITH passes**

**RIDER MUST HAVE ACTUAL TICKET DISPLAYED TO RIDE**

With feedback, reach out to [operations@tokentransit.com](mailto:operations@tokentransit.com) or call us at (415) 918-6770.

*Token Transit Validator Operator Training Document*

## Token Transit Validators

Riders purchase and activate passes just as they do currently with the Token Transit visual verification app. Ridership data is sent back to the agency through the user's phone. Installation typically takes about 1 minute per vehicle and less than 1 day for a fleet.

A Validator video demo can be found here: <https://tokentransit.com/sl/passive-beacon-demo-video>



*Standalone Token Transit Validators (left) and example Token Transit Validator on farebox (right)*

### **Attach to Any Farebox**

Token Transit Validators mount on any type of farebox. These validators allow agencies to easily upgrade the fare collection system with a simple and easy to install option.

Agencies can use Token Transit validators for back door boarding. This is one of many unique options presented by the small size and flexibility of the Token Transit validators.





Example Token Transit Validator installations on a variety of different fareboxes

### Easy for Riders and Operators

“Tap to Board” validation takes a fraction of a second and the process works as follows:

1. Rider taps their phone on the Token Transit Validator
2. The Validator light flashes green and emits a “beep”, indicating the ticket is valid

## Rider Experience in the Token Transit App



*Tap to use ticket*

*Tap Phone on Validator*

The operator sees the green light, indicating a valid ticket



*Example Token Transit Validator boarding with the validation light*

## Ridership Data Collection

Data collected WITH GTFS-RT Feed:

validation_timestamp	fare_id	fare_name	pass_name	rider_name	zone_name	vehicle_number	stop_code	stop_id	trip_id	route_id
2019-02-01 07:18:51.000	adult_zone_1_day_pass	Adult Zone 1 Day Pass	day_pass	adult	zone_1	978	asbx345a345s8	2826	391593020	10

Data collected WITH NO GTFS-RT Feed:

validation_timestamp	fare_id	fare_name	pass_name	rider_name	zone_name	vehicle_number	stop_latitude	stop_longitude
2019-02-01 07:18:51.000	adult_zone_1_day_pass	Adult Zone 1 Day Pass	day_pass	adult	zone_1	978	37.7455507	-122.4127362

## Installation Instructions

Token Transit Validators take 1 minute per vehicle to install using industry-standard industrial mounting adhesive (included). Token Transit provides optional screw or bolt-mounted hardware on an as-needed basis.

It's important that we correctly map the vehicle number to the validator number (Format required below). After installation, you will send us a spreadsheet mapping your vehicle number to the validator number (Format required below).

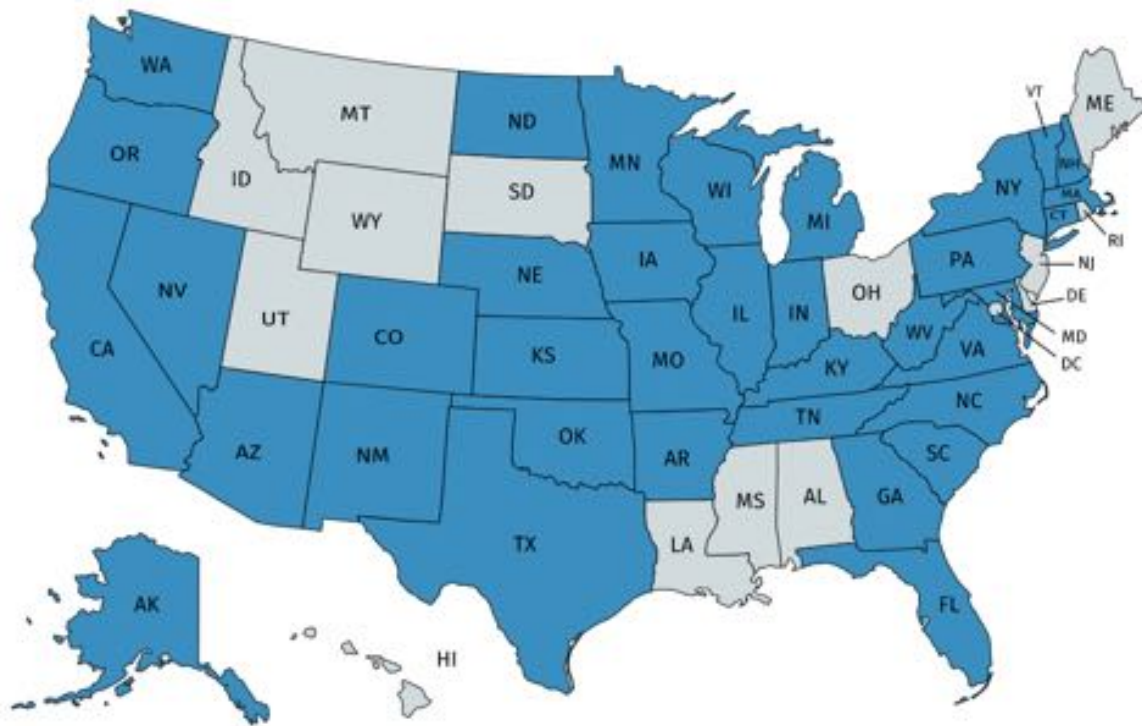


*Example Token Transit Validator on an agency farebox and Example validator number on the back of a Token Transit Validator*

## Full Reference List

### Agencies we're live or launching with

Token Transit works with over 100 agencies in 36 states and Canada. Below is a client list by state, reference contact information and statements clients have made about Token Transit.



*States that Token Transit operates in*

#### Alaska

- Ketchikan Gateway Borough Transit (Ketchikan, AK)

#### Arizona

- Cochise Connection (Douglas, AZ)
- City of Glendale (Glendale, AZ)

#### Arkansas

- Rock Region METRO (Little Rock, AR)
- Ozark Regional Transit (Fayetteville, AR)

## California

- AC Transit (Oakland, CA)
- Big Blue Bus (Santa Monica, CA)
- Omnitrans (San Bernardino, CA)
- Mountain Area Regional Transit Authority (Big Bear, CA)
- Golden Empire Transit (Bakersfield, CA)
- Vine Transit (Napa, CA)
- Soltrans (Vallejo, CA)
- Modesto Area Express (Modesto, CA)
- Turlock Transit (Turlock, CA)
- Sunline Transit Agency (Palm Springs, CA)
- Eureka Transit Agency (Eureka, CA)
- SoCo Transit (San Luis Obispo, CA)
- Calaveras Transit (San Andreas, CA)
- Redwood Coast Transit (Crescent City, CA)
- Riverside Transit Agency (Riverside, CA)
- Imperial Valley Transit (El Centro, CA)
- Pass Transit (Beaumont, CA)
- Redwood Transit (Eureka, CA)
- Santa Clarita Transit (Santa Clarita, CA)
- Kern Transit (Bakersfield, CA)
- SLO Transit (San Luis Obispo, CA)
- Gold Coast Transit (Oxnard, CA)
- Clovis Transit (Clovis, CA)
- Avalon Transit (Santa Catalina Island, CA)
- San Joaquin RTD (Stockton, CA)
- San Luis Obispo RTA (San Luis Obispo, CA)
- Anaheim Resort Transportation (Anaheim, CA)
- San Benito Transit (San Benito, CA)
- Banning Transit (Banning, CA)
- B-Line (Chico, CA)
- Simi Valley Transit (Simi Valley, CA)

## Colorado

- County Express (Fort Morgan, CO)
- Cripple Creek Transit (Cripple Creek, CO)
- City of Durango - Durango Transit (Durango, CO)

## Connecticut

- 9 Town Transit (Centerbrook, CT)
- Windham Region Transit (Windham, CT)
- Middletown Transit District (Middletown, CT)

## Florida

- Jacksonville Transportation Authority (Jacksonville, FL)
- StarMetro (Tallahassee, FL)
- MCAT (Manatee County, FL)
- Suwannee Valley Transit Authority (Live Oak, FL)
- Martin County Public Transportation (Martin County, FL)

## Georgia

- Atlanta-Region Transit Link Authority (Atlanta, GA)
- Chatham Area Transit (Savannah, GA)
- Macon Transit Authority (Macon, GA)
- Athens-Clarke County Transit (Athens, GA)

## Illinois

- CUMTD (Champaign-Urbana, IL)
- Jackson County Mass Transit District (Carbondale, IL)
- Madison County Transit (Granite City, IL)
- Rides Mass Transit District (Southeastern IL)
- Rockford Mass Transit District (Rockford, IL)
- Stateline Mass Transit District (Rockton, IL)
- St. Clair County Transit District (St. Clair County, IL)

## Indiana

- Gary Public Transportation Corporation (Gary, IN)
- Citilink (Fort Wayne, IN)
- Valpo Transit (Valparaiso, IN)
- CityBus (Lafayette, IN)
- Bloomington Transit (Bloomington, IN)
- Employment Transportation Services (Fort Wayne, IN)

## Iowa

- 380 Express (Cedar Rapids, IA)

## Kansas

- KCATA (Kansas City, KS)
- Flint Hills Area Transportation (Manhattan, KS)

## Kentucky

- GO bg Transit (Bowling Green, KY)

## Maryland

- Harford Transit LINK (Harford County, MD)
- TransIT (Frederick County, MD)

## Massachusetts

- GATRA (Attleboro, MA)
- The Grid (Waltham, MA)

## Michigan

- Metro (Kalamazoo, MI)
- Charlevoix County Transportation Authority (Charlevoix, MI)

## Minnesota

- Maple Grove Transit (Maple Grove, MN)
- Plymouth Metrolink (Plymouth, MN)
- SouthWest Transit (Eden Prairie, MN)

## Missouri

- City Utilities (Springfield, MO)
- Jefftran (Jefferson City, MO)
- Kansas City Area Transportation Authority (Kansas City, MO)
- St. Joseph Transit (St. Joseph, MO)

## Nebraska

- StarTran (Lincoln, NE)

## Nevada

- RTC Washoe (Reno, NV)

## New Hampshire

- Nashua Transit System (Nashua, NH)

## New Mexico

- ABQ Ride (Albuquerque, NM)
- New Mexico DOT (Santa Fe, NM)

## New York

- Niagara Frontier Transportation Authority (Buffalo, NY)

## North Carolina

- Fayetteville Area System of Transit (Fayetteville, NC)

## North Dakota

- Bis-Man Transit (Bismarck, ND)

## Oklahoma

- EMBARK (Oklahoma City, OK)

## Oregon

- Columbia Area Transit (Hood River, OR)

## Pennsylvania

- Capital Area Transit (Harrisburg, PA)
- Lehigh and Northampton Transit Agency (Allentown, PA)
- Centre Area Transportation Authority (State College, PA)
- Rabbit Transit (York, PA)
- Crawford Area Transit Authority (Crawford County, PA)
- Erie Metropolitan Transit Authority (Erie, PA)
- IndiGO (Indiana, PA)
- Freedom Transit (Washington County, PA)
- Butler Transit Authority (Butler, PA)

## South Carolina

- The COMET (Columbia, SC)

## Tennessee

- Kingsport Area Transit Service (Kingsport, Tennessee)

#### Texas

- Concho Valley Transit District (San Angelo, TX)

#### Vermont

- Green Mountain Transit (Burlington, VT)

#### Virginia

- Greater Lynchburg Transit Company (Lynchburg, VA)
- Yorktown Transit (Yorktown, VA)

#### Washington

- Clallam Transit (Clallam County, WA)
- Grays Harbor Transit (Grays Harbor County, WA)
- Link Transit (Wenatchee, WA)
- Mason Transit (Mason County, WA)
- Valley Transit (Walla Walla, WA)
- Twin Transit (Centralia, WA)

#### West Virginia

- Tri-State Transit Authority (Huntington, WV)
- Mountain Line Transit Authority (Morgantown, WV)
- Eastern Panhandle Transit Authority (Martinsburg, WV)
- Ohio Valley Regional Transportation Authority (Wheeling, WV)

#### Wisconsin

- Maritime Metro Transit (Manitowoc, WI)
- GO Transit (Oshkosh, WI)

#### Canada

- Roam Transit (Banff, Alberta)
- Milton Transit (Milton, Ontario)



Resumes of Key Personnel



## Agency Terms FOR REVIEW

These Agency Terms are for the purchase by Agency of a subscription to the Services specified below. Provision of the Services is subject to the Master Platform Terms and any additional terms referenced below and incorporated herein (these Agency Terms together with the Master Platform Terms, may be referred to as the “Agreement”) between the customer specified below (“Agency”) and Token Transit, Inc. (“TT”).

These Agency Terms supplement (e.g., by adding Additional Services) any prior Agency Terms documents and such prior Agency Terms documents remain in full force and effect except as supplemented by these Agency Terms, unless otherwise indicated below.

<b>Agency Name:</b> Sunset Empire Transportation District	<b>Primary Agency Contact:</b> Name: Jeff Hazen Email: jeff@ridethebus.org Phone: 503-861-5399
<b>Agency Physical Address:</b> 900 Marine Dr. Astoria, OR 97103 <b>Agency Billing Address (if different than physical address):</b>	<b>Invoice Contact:</b> Name: Jeff Hazen Email: jeff@ridethebus.org Phone: 503-861-5399
<b>Fees:</b> <b>Digital Passes:</b> Fees are calculated as follows: For each transaction for use on Agency’s transit system during the Term, TT will retain a Digital Pass Fee of (i) 8% of the gross total proceeds of the transaction processed by the Services for each transaction that is greater than or equal to \$2.00 and (ii) \$.06 + 7% of the gross total proceeds of the transaction processed by the Services for each transaction that is less than \$2.00. <b>Hardware Services</b> (if applicable):  <b>Technical Services</b> (if applicable):	<b>Services (descriptions in Section 1 of the Master Platform Terms):</b>  <b>Territory:</b> United States  <u>Core:</u> included (required)  <u>Additional Paid Services:</u> <input type="checkbox"/> Hardware Services <input type="checkbox"/> Optional Technical Services (if applicable, details set in Additional Terms)
<b>Master Platform Terms:</b> <a href="https://agency.tokentransit.com/legal/agency-master-platform-terms-2020-09-29.pdf">https://agency.tokentransit.com/legal/agency-master-platform-terms-2020-09-29.pdf</a> The Master Platform Terms version referenced above supersedes and replaces any prior agreement (including any prior version of the Master Platform Terms) between Agency and TT, if any.	<b>Additional Terms</b> (if applicable):

No terms included in any purchase order, acknowledgment or other non-TT ordering document shall apply to the Services. The pricing and Services presented in these Agency Terms are TT confidential information (to the maximum extent permitted under applicable law). All fees indicated above do not include any taxes, if applicable, which are the sole responsibility of Agency.

[SIGNATURES ON NEXT PAGE]



By signing below, the parties through their duly authorized representatives agree to the terms as documented in these Agency Terms, effective, upon signature of both Agency and TT (the "Agency Terms Effective Date").

Token Transit, Inc. (TT)	Sunset Empire Transportation District (Agency)
By:   Name:  Title:  Date:	By:   Name:  Title: Board Chair  Date: March 25, 2021



**TOKEN TRANSIT™ AGENCY MASTER PLATFORM TERMS**  
**Version: September 29, 2020**

This “**Agreement**” consists of these Token Transit Agency Master Platform Terms (the “**Master Terms**”) together with the applicable Agency Terms (defined below), and is entered into by and between Token Transit, Inc. (“**TT**”) and the entity (e.g., company or government agency) placing an order for or accessing the Services (“**Agency**”) (each of TT and Agency may be referred to as a “**Party**”). For clarity, this Agreement includes the terms and conditions set forth below including any exhibits or addenda identified herein and any ordering documents, online registration, order descriptions or order confirmations referencing this Agreement and agreed to by the Parties (“**Agency Terms**”). You represent that you are authorized to accept this Agreement on behalf of the Agency.

The “**Effective Date**” of this Agreement is the date which is the earlier of (a) Agency’s initial access to the Services (as defined below) through any online provisioning, registration or order process or (b) the Agency Terms Effective Date of the first Agency Terms referencing this Agreement. This Agreement will govern Agency’s initial purchase on the Effective Date as well as any future purchases made by Agency that reference this Agreement.

**BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.**

**SECTION 1. TT SERVICES**

**Overview.** TT’s platform offers transportation entities (e.g., municipal agencies and private transportation companies) an evolving suite of cloud-based Services to manage ticketing and other transportation-related needs of transit users who have direct relationship with TT, as further described below and in the Documentation.

1.1 **Core Services.** TT’s “**Core Services**” (i) connect transit fares, third party participants (e.g., employers, universities, social service agencies) and modes of transit offered by Agency (e.g., bus, bikeshare, micro-transit, para-transit) and (ii) enable transit users to purchase and use transit passes through the Services (including the TT App). Core Services include the TT App, Third-Party Integrations (each defined below) unless expressly indicated otherwise in the Agency Terms, and Fare Capping at Agency’s election (e.g., via e-mail). Agency acknowledges that the Services are on-line, subscription-based products, and that in order to

provide improved customer experience TT may make changes to the Services (and update the applicable Documentation accordingly); provided, however, that such changes shall not materially reduce the features or functionality of the Core Services as of the Effective Date.

1.2 **Additional Services.** If included in Agency Terms, Agency may also receive access to additional TT services, as TT may make available from time to time, that may be used with the Core Services (such as Optional Technical Services, and Hardware Services (defined below)) (collectively, “**Additional Services**”). The features of any Additional Services will be further described in an applicable Agency Terms and may be subject to additional terms and conditions. For clarity, any Additional Services are considered part of the “**Services**” for purposes of this Agreement. If Agency selects Hardware Services in Agency Terms, the additional terms and conditions set forth in the Hardware Services Addendum at **Exhibit A** are hereby incorporated herein.



### 1.3 **Definitions.**

**“Agency Data”** means all data provided by the Agency to TT, including any Personal Information provided directly by the Agency with respect to Riders or other individuals (e.g., to designate to TT which Riders are eligible to participate in a specific Agency program for discounted Digital Passes, if applicable). For the avoidance of doubt Agency Data does not include data collected by TT.

**“Agency Materials”** means materials, systems and other resources that Agency provides to TT in connection with Optional Technical Services.

**“Agency Policy Information”** means information regarding Agency’s Digital Passes such as pricing, refund and Digital Pass expiration information, collection, use and disclosure of Personal Information, legal authority, any applicable terms, limitation, restrictions or conditions and contact information.

**“Data Protection Laws”** means all applicable laws and regulations relating to the processing of Personal Information and privacy in the United States and Canada, including without limitation, as applicable, the California Consumer Privacy Act (“CCPA”) and with respect to Canada, the Personal Information Protection and Electronic Documents Act, and the substantially similar state and provincial privacy laws.

**“Digital Passes”** means pre-paid digital transit fares purchased from TT or otherwise provided through the Services.

**“Documentation”** means the end user technical documentation provided with the Services that TT may generally make available, as may be modified from time to time.

**“Hardware Services”** means hardware validation, beacon analytics, and other hardware-related services that TT offers, as may be further defined in the Hardware Services Addendum.

**“Laws”** means all applicable local, state, municipal,

provincial, federal, and other laws within the Territory, including the Data Protection Laws.

**“Personal Information”** means any data that (i) identifies, describes, is associated with, or is reasonably capable of being associated with a particular individual or (ii) is otherwise defined as personal data or personal information (or similar term) under the Data Protection Laws.

**“Riders”** means riders (or other users) of Agency’s transit system who purchase Digital Passes. For clarity, all Riders will have a direct relationship with TT as users of the Services (e.g., as an end user of the TT APP or Third Party Integration).

**“Service(s)”** means the TT proprietary hosted services, including the Core Services and any Additional Services specified in the Agency Terms, including any related TT dashboards or web portal (the **“TT Web Portal”**). “Services” do not include Optional Technical Services.

**“Optional Technical Services”** means premium support, implementation or other technical services to be provided by TT, if any, pursuant to the Agency Terms.

**“Territory”** means the United States or Canada, as expressly stated in an applicable Agency Terms.

**“Third-Party Integration(s)”** means one or more third-party mobile apps, websites, or other online services (e.g., trip planning and multimodal apps and services) that, pursuant to agreement with TT, enable Riders to purchase Digital Passes from within the third-party’s mobile apps, websites, or other online services.

**“Fare Capping”** means combining prior activated digital passes into a new Digital Pass valid for the remainder of the applicable time period in accordance with fare capping rules defined by the Agency.

**“TT App”** means the TT mobile application which enables Riders to access, purchase and use Digital Passes. For clarity: (i) the same TT App is used by TT



across multiple customers and (ii) all of TT's end users, including Riders, have a direct relationship with TT (including through Third Party Integrations) and may use the TT App across all participating transit agencies and entities.

**"TT Rider Data"** means and refers to any data provided or inputted by or on behalf of the Riders via the Services (e.g., through the TT App or through the integration of the Services into the Third-Party Integrations) for the sale or purchase of Digital Passes using the Services, which may include email address, full name, cardholder information, credit cards or debit card information and bank information of the Riders, and any other data as described in TT's privacy policy for the Services (currently available at <https://tokentransit.com/legal/privacy>). For clarity, TT Rider Data does not include Agency Data.

Additional capitalized terms have the meaning ascribed to them herein.

#### 1.4 **Provision of the Services; Compliance with Laws.**

(a) The Services are provided on a subscription basis for a set term pursuant to Section 10 (Term and Termination). Agency shall purchase and TT shall provide the Services and any related Optional Technical Services (as further described in Section 1.7 below) as specified in the applicable Agency Terms.

(b) Each Party shall comply with its obligations under the Laws in connection with this Agreement.

#### 1.5 **Access to the Services.**

Subject to the terms of this Agreement, including payment of the Fee, TT grants to Agency, during the Term, a limited, non-transferable, nonexclusive right to access and use the Services, as TT may modify it from time to time, in connection with Agency's Riders, solely for Agency's internal purposes within the Territory. Access to the Services, including the TT Web Portal, is limited to Agency's employees and contractors acting for the sole benefit of Agency

("Permitted Users"). Agency and its Permitted Users may need to register for a TT account in order to access or use the Services. Account registration information must be accurate, current and complete, and will be governed by TT's Privacy Policy. Agency is responsible for any use of the Services by its Permitted Users and their compliance with this Agreement. Agency shall keep confidential its user IDs and passwords for the Services and remain responsible for any actions taken through its accounts.

1.6 **Restrictions.** Agency shall not (and shall not permit any third party to): (a) rent, lease, provide access to (other than with respect to Riders as contemplated herein) or sublicense the Services to a third party; (b) use the Services to provide, or incorporate the Services into, any product or service provided to a third party (other than with respect to Riders as contemplated herein); (c) use the Services to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by Law (and then only upon advance notice to TT); (e) copy, modify or create any derivative work of the Services or any Documentation; (f) remove or obscure any proprietary or other notices contained in the Services (including any reports or data printed from the Services); (g) publicly disseminate any TT Confidential Information (except to the extent required by Laws and pursuant to Section 5 (Confidentiality)); or (h) use the Services except as expressly permitted herein.

1.7 **Optional Technical Services.** Any purchased Optional Technical Services will be as described in the relevant Agency Terms, subject to the fees and any additional terms in the Agency Terms. Agency will reimburse TT for reasonable, pre-approved travel and lodging expenses incurred in providing Optional Technical Services. For prepaid Optional Technical Services, unless specified in the Agency Terms, Agency is paying for the availability and efforts of TT personnel over the time period specified in the Agency Terms (e.g., up to eight hours in a week); any unused time expires at the end of



such period (or at maximum, six (6) months after purchase) and may not be banked, accumulated or saved for future periods or purchases. To facilitate Optional Technical Services, Agency will provide TT with access to reasonably requested Agency Materials and cooperation and will designate an internal project manager to serve as TT's single point of contact. If Agency fails to do so, TT's obligation to provide Optional Technical Services will be excused until Agency does. TT will use Agency Materials only for purposes of providing Optional Technical Services. If TT provides deliverables as part of Optional Technical Services, Agency may use the deliverables only as part of its authorized use of the Services, subject to the same terms as for the Services, including pursuant to Section 1 (TT Services).

1.8 **Trials and Betas.** If Agency receives access to the Services or Service features on a free or trial basis or as an alpha, beta or early access offering ("**Trials and Betas**"), use is permitted only for Agency's internal evaluation during the period designated by TT (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that TT may never release, and their features and performance information are TT's Confidential Information. Notwithstanding anything else in this Agreement, TT provides no warranty, indemnity, support for Trials and Betas and its liability for Trials and Betas will not exceed Fifty United States Dollars (US \$50). TT is relying on the foregoing disclaimers and limitation of liability in offering Trials and Betas to Agency.

1.9 **Retained Rights.** Except for the rights expressly licensed pursuant to this Agreement, TT retains all right, title, and interest in and to the Services (and all other products, works, and other intellectual property created, used, or provided by TT for the purposes of this Agreement excluding only Agency Confidential Information, Agency Policy Information, and Agency Materials).

## **SECTION 2. AGENCY POLICY INFORMATION AND CUSTOMER SUPPORT**

2.1 **Agency Policy Information.** Agency shall provide TT with Agency Policy Information, which may include through the TT Web Portal. TT currently makes available the TT Web Portal as part of the Services which is subject to the terms herein (and TT's then current website terms of service applicable to the TT Web Portal, if any) in order for Agency to upload Agency Policy Information and/or access certain data from TT such as payment reports. Agency represents and warrants that it has all rights and authorizations necessary to grant the rights stated in this Agreement, to provide TT with Agency Policy Information, and that the Agency Policy Information is accurate and complies with Laws. Agency shall ensure that Agency Policy Information is presented to the Rider in compliance with Laws (e.g., via the TT App).

### 2.2 **Support Obligations.**

(a) As part of the Services, TT will (i) make available through the TT App and Third Party Integration(s), the ability of Riders to purchase Digital Passes and, based on the then current functionality of the Services to view Agency Policy Information as may be provided by Agency and (ii) provide commercially reasonable customer service to Riders with respect to the functionality of the Services and to Agency in a manner consistent with the support that it provides all users of the Services and its other transit customers, as TT determines in its reasonable discretion.

(b) Agency hereby authorizes the sale of Digital Passes to Riders via the Services (including, for the avoidance of doubt via the TT App and Third-Party Integrations). Agency shall honor the Digital Passes and comply with the Agency Policy Information and Law. Agency shall be responsible throughout the Term (and thereafter as stated in Section 10.3) for (i) ensuring that the correct fare structure is provided through the Services, including fees paid by Riders and Digital Pass expiration terms; (ii) validating that each Rider has purchased the correct Digital Pass for the ride, as reflected in the TT App or Third Party Integration (where applicable), at the time of the ride; (iii) ensuring that only Permitted Users access the TT Web Portal component of the Services on



behalf of Agency and that all such data obtained by Agency from TT is used solely as permitted in this Agreement for Agency's internal purposes and in compliance with Laws; and (iv) providing all customer support for Riders relating to Agency's transit service, which may include the ability to issue refunds to Riders through the TT Web Portal.

(c) Agency shall determine the fees charged for Digital Passes; provided, however, to the maximum extent permitted by Laws, the fees charged by Agency via the Services must be no greater than the fees charged for tickets purchased via other means (cash, paper passes etc.).

### SECTION 3. FEES AND PAYMENT

#### 3.1 Fees.

(a) Core Services. Unless otherwise stated in the Agency Terms, the Agency will pay a fee ("**Digital Pass Fee**") in the form of commissions retained by TT for Digital Passes purchased by Riders through the Services during each calendar month as specified in the Agency Terms. Through TT's payment processor, the net total proceeds (less the Digital Pass Fee), will be remitted to Agency's designated account held in trust with the payment processor on a monthly basis, subject to TT's withholding of any refunds, credits, chargebacks, uncaptured transactions for the purpose of aggregating purchases into larger transactions, or other amounts owed to TT, within five (5) business days following the end of each calendar month. TT may delay payment if a negative balance occurs until Agency has a positive balance in its account. To use the Services and receive payment, Agency agrees to enter into and comply with any payment processor terms that may be required by the payment processor. TT's payment processor is responsible for settling funds to Agency. TT does not at any point hold, own or control funds, actually or constructively receive, take possession of or hold any money or monetary value for transmission, or advertise, solicit or hold itself out as receiving money for transmission.

(b) Additional Fees. If applicable, Agency shall pay additional fees for Optional Technical Services

and Additional Services pursuant to one or more Agency Terms and/or additional terms that are incorporated herein ("**Additional Fees**"; Additional Fees and Digital Pass Fees may be referred to as "**Fees**"). Unless otherwise set forth in the Agency Terms, Agency shall make full payment within thirty (30) days of the invoice date for invoices provided. All payments shall be made in U.S. Dollars or Canadian Dollars, as applicable. In addition to any other remedies available to TT hereunder, if Agency fails to pay any amounts within thirty (30) days after payment is due or delivery of the invoice if applicable, then Agency shall pay TT a late payment charge equal to 1.25% per month with respect to Agencies in the United States and 15% annually with respect to Agencies in Canada (or the highest rate permitted by Law, if lower). TT additionally reserves the right to deduct any Fees from amounts otherwise due to Agency pursuant to the Agreement, in the event Agency does not pay within thirty (30) days of the invoice date.

3.2 Reports. TT shall provide Agency with reports showing the Digital Pass Fee calculation and/or access to an online reporting system as part of the Services ("**Reports**"). If Agency believes that TT has calculated the Digital Pass Fee or any Additional Fees incorrectly, Agency shall notify TT by no later than thirty (30) days after the date on the first Report or invoice in which the error or problem appeared. TT will investigate such alleged error or problem, and will provide Agency an adjustment or credit if such error or problem is confirmed by TT.

3.3 Taxes. Each Party will be responsible for any applicable taxes and TT may withhold from any payments to Agency any taxes that are required to be withheld under Laws.

3.4 Fare Capping. The following terms apply to Fare Capping:

(a) If, in the current Fare Capping period, a Rider participating in the Fare Capping program reaches the threshold number of certain Digital Pass activations ("**Prior Digital Passes**") pursuant to the Fare Capping program terms, (i) TT will issue Rider a new Digital Pass valid for the remainder of the Fare





Capping period (the “**Successor Digital Pass**”) in accordance with the Fare Capping program terms; (ii) Agency will honor the Successor Digital Pass in accordance with the applicable Successor Digital Pass terms; and (iii) Agency may void the Prior Digital Passes as necessary.

(b) If TT issues a Successor Digital Pass to Rider, (i) TT will issue a refund (if any) to Rider equal to the difference between the cost of the Successor Digital Pass and the total cost of the Prior Digital Passes; and (ii) Agency will reimburse TT for such refund amount (if any), which TT may obtain by invoice (payable by the invoice terms) or by withholding such refund amount from any amounts owed to Agency.

#### **SECTION 4. TT RIDER DATA**

4.1 TT Rider Data. Agency agrees and acknowledges that TT has a direct relationship with all users of its Services, including Agency’s Riders (which may be through the TT App or the Third-Party Integrations) through which it collects TT Rider Data (along with similar data from riders of other transit customers of TT), and accordingly, TT Rider Data is owned and controlled by TT, subject to the limited rights granted herein to Agency.

##### 4.2 TT’s Data Obligations.

(a) With respect to TT Rider Data, TT shall: (i) use the TT Rider Data in compliance with its privacy policy (as TT may update it from time to time) and Laws; (ii) comply with applicable Card Networks’ Operating Rules (i.e., applicable PCI standards, if any), as the same may be amended from time to time; provided, however, that Agency agrees and acknowledges that TT uses the services of third party payment processors; and (iii) maintain appropriate industry-standard administrative, physical, and technical safeguards to protect the security and integrity of the Services and TT Rider Data.

(b) With respect to Agency Data provided to TT that is Personal Information, TT shall: (i) use such Agency Data to provide the Services to Agency, in compliance with the TT privacy policy and Laws; (ii)

maintain appropriate industry-standard administrative, physical, and technical safeguards to protect the security and integrity of the Agency Data that is Personal Information; and (iii) shall not sell such Agency Data. The Agreement shall not restrict use of, and TT is expressly permitted to use for its own purposes, anonymous, aggregate, de-identified, or non-personal data (as determined under Laws) that is processed in the course of providing the Services

##### 4.3 Agency’s Data Obligations.

(a) With respect to TT Rider Data provided to Agency, Agency shall: (i) use (1) TT Rider Data at all times in compliance with the terms of this Agreement and (2) TT Rider Data that is Personal Information for the sole purpose of providing customer support to Riders with respect to their use of the Services during the Term; (ii) use TT Rider Data in compliance with the then current TT privacy policy, Card Networks’ operating rules (as the same may be amended from time to time), any written instructions from TT, and Laws; (iii) maintain appropriate industry-standard administrative, physical, and technical safeguards to protect the security and integrity of TT Rider Data and immediately notify TT in the event of any unauthorized access to, loss of, or use of TT Rider Data, and assist TT in the response to or remediation of such incident as requested by TT; (iv) return or securely destroy such TT Rider Data at the request of TT, or the termination of this Agreement, whichever occurs first; (v) treat such TT Rider Data as the Confidential Information of TT; and (vi) not sell TT Rider Data.

(b) With respect to any Agency Data provided to TT, (i) Agency authorizes and instructs TT to use such Agency Data to provide the Services and as otherwise may be required by Laws, (ii) Agency represents and warrants that it has obtained all necessary consents or has provided any required notices needed under the Laws to provide Agency Data to TT for use as contemplated herein, and that such use by TT complies with all Laws.

##### 4.4 No Sale of Personal Information:



### Cooperation.

(a) Without limiting the generality of Section 4.2 and Section 4.3: Neither Agency nor TT provides Personal Information to the other Party in exchange for monetary or other valuable consideration. Any provision by TT to Agency of TT Rider Data that is Personal Information and any provision by Agency to TT of Agency Data that is Personal Information is not intended to constitute a “sale” under the CCPA or other Data Protection Law.

(b) The Parties acknowledge that new Data Protection Laws are being enacted and therefore the Parties agree to cooperate and take additional necessary steps as needed to ensure ongoing compliance with Data Protection Laws.

## **SECTION 5. CONFIDENTIALITY**

5.1 Confidential Information. As used herein, “**Confidential Information**” means all confidential and proprietary information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including all code, inventions, know-how, business, technical, and financial information. The TT Rider Data and any nonpublic element of the Services are deemed the Confidential Information of TT without any further marking or designation requirement. Any Agency Data that is not publicly available (or otherwise subject to the exceptions below) is deemed the Agency’s Confidential Information without any further marking or designation requirement. Any evaluations and suggestions provided by Agency regarding the Services shall not be deemed Agency’s Confidential Information and may be used by TT without restriction. Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (a) were available to the public on the Effective Date; (b) become available to the public after the Effective Date, other than as a result of violation of this Agreement by Receiving Party; (c) were rightfully known by the Receiving Party prior to its receipt

thereof from the Disclosing Party; (d) are or were disclosed by the Disclosing Party generally without restriction on disclosure; (e) the Receiving Party received from a third party without that third party’s breach of agreement or obligation to the Disclosing Party; or (f) are independently developed by the Receiving Party.

5.2 Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party’s prior written permission. For the avoidance of doubt, Confidential Information may be shared with the Receiving Party’s employees, contractors, agents, sub-contractors, or consultants as required to perform Receiving Party’s obligations hereunder; provided that, such individuals have agreed to be bound by obligations of confidentiality that are at least as restrictive as those contained in this Section 5. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by Law, including public records laws, to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior timely notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance. Absent the entry of a protective order, the Disclosing Party shall disclose only such information as is necessary to be disclosed in response to such subpoena, court order or other similar document compelling disclosure.

## **SECTION 6. AGENCY IDENTIFICATION AND USE OF TRADEMARKS**

For the term of this Agreement, TT may disclose to third parties that Agency is one of its customers. Agency grants TT a non-exclusive license to use Agency’s name(s), mark(s), and logo(s) (collectively, “**Agency Marks**”) in its publicity and marketing materials, its website, social media and in connection with the Services; TT may sublicense the



foregoing rights in the Agency Marks to its Third Party Integration providers in connection with their use and promotion of the Service(s). Similarly, during the Term, Agency is authorized to use TT's name, mark(s) and logo(s) in Agency's municipal publications, website, social media, publicity and marketing materials, solely for publicizing the availability of the Services to its Riders. Agency agrees to participate in reasonable marketing activities that promote the benefits of the Services to other potential customers. Each Party agrees to comply with all reasonable usage requirements, or policies communicated by the other Party from time to time respecting its name(s), mark(s), and logo(s).

## **SECTION 7. WARRANTY DISCLAIMERS**

EXCEPT AS EXPRESSLY SET FORTH TO THE CONTRARY IN THIS AGREEMENT, AGENCY ACKNOWLEDGES AND AGREES, THAT THE SERVICES, INCLUDING ALL COMPONENTS THEREOF (E.G., THE TT APP AND ELEMENTS INTEGRATED INTO ANY THIRD-PARTY INTEGRATIONS), AND ACCESS THERETO ARE PROVIDED "AS IS". TT DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THE SERVICES AND ALL THIRD-PARTY INTEGRATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER LEGAL, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, TT MAKES NO WARRANTY, AND PROVIDES NO CONDITIONS, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE ERROR-FREE OR AVAILABLE AT ANY GIVEN TIME.

## **SECTION 8. INDEMNIFICATION**

8.1 TT Indemnification. TT shall indemnify, defend and hold harmless Agency from and against

any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) TT's breach of its obligations set forth in Section 4.2 (TT Data Obligations) or Section 5 (Confidentiality) or (b) any claim by a third party alleging that the Services when used as authorized under this Agreement infringe any copyright or trademark. If Agency's use of the Services is (or in TT's opinion is likely to be) enjoined, if required by settlement or if TT determines such actions are reasonably necessary to avoid material liability, TT may, in its sole discretion: (i) substitute substantially functionally similar products or services; (ii) procure for Agency the right to continue using the Services; or if (i) and (ii) are not commercially reasonable, (iii) terminate the Agreement and, if applicable, refund to Agency the fees paid by Agency for the portion of the Term that was paid by Agency but not rendered by TT. The foregoing indemnification obligation of TT shall not apply: (1) if the Services are modified by any party other than TT, but solely to the extent the alleged infringement is caused by such modification; (2) if the Services are combined with products or processes not provided by TT (including Agency Materials or Agency Policy Information), but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Services; (4) to any action arising as a result any third-party deliverables or components contained within the Services; (5) if Agency settles or makes any admissions with respect to a claim without TT's prior written consent; or (6) to beta releases or any use of the Services provided on a no-charge or evaluation basis. This Section 8.1 sets forth TT's and its suppliers' sole liability and Agency's sole and exclusive remedy with respect to any claim of intellectual property infringement.

8.2 Agency Indemnification. Agency shall indemnify, defend and hold harmless TT from and against any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable to unaffiliated third parties (including Riders or other TT end users), arising out of or resulting



from the following: (a) Agency's breach of its obligations set forth in Section 4.3 (Agency's TT Rider Data Obligations) or Section 5 (Confidentiality); (b) claims regarding or relating to the Agency's transit service (and not the Services itself) including those relating to expired but unused Digital Passes and any unauthorized use or disclosure of TT Rider Data by Agency; (c) Agency Material, Agency Policy Information, and/or use of Agency Marks; and (d) breach of Agency's obligations with respect to Additional Services.

8.3. Conduct. A Party's indemnification obligations under Section 8 shall not apply unless: (a) the indemnifying Party has the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim, provided such settlement or compromise is wholly paid for by the indemnifying Party; (b) the indemnified Party cooperates; and (c) the indemnified Party gives the indemnifying Party prompt written notice of any threat, warning, or notice of any such claim or action, with copies of any and all documents the indemnified Party may receive relating thereto.

## **SECTION 9. DAMAGE DISCLAIMERS AND LIABILITY LIMITATION**

9.1 Disclaimer of Damages. Except for Excluded Claims each Party's aggregate maximum liability for damages or other obligations arising out of or in connection with this Agreement, whether based upon a theory of contract or tort (including negligence) or otherwise, shall not exceed (i) the total amount of the Fee paid or due during the prior 12 month period or (ii) \$10,000, whichever is greater (the "**Base Cap**"). The Parties further acknowledge that nothing in this Section 9.1 shall be deemed to waive the rights to equitable relief. "**Excluded Claims**" means (a) any claim arising from Agency's breach of Sections 1.6 (Use Restrictions); (b) Agency's payment obligations; (c) any claim arising from a breach of Section 4.3 (Agency's TT Rider Data Obligations); (d) any amounts payable to third parties pursuant to TT's indemnification obligations under Section 8.1 (TT Indemnification) or Agency's indemnification obligations under Section 8.2

(Agency Indemnification); or (e) either Party's breach of Section 5 (Confidentiality). With respect to Excluded Claims, in no event will TT's aggregate maximum liability for damages or other obligations arising out of or in connection with this Agreement, whether based upon a theory of contract or tort (including negligence) or otherwise, exceed the greater of five (5) times the Base Cap or One Hundred Thousand United States Dollars (US \$100,000).

9.2 Consequential Damages Disclaimer. Except with respect to willful misconduct, claim arising from Agency's breach of Sections 1.6 (Use Restrictions), and Agency's payment obligations; and without limiting either Party's indemnification obligations, to the maximum extent permitted by Law, in no event shall either Party be liable for any special, punitive, consequential, incidental, or indirect damages, including loss of profits, income, goodwill, cost of procurement of substitute goods or services, interruption of business or any reliance damages of any kind, even if informed of their possibility in advance.

9.3 Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY AND REMEDY IN THIS AGREEMENT: (a) ARE MATERIAL AND BARGAINED FOR BASES OF THIS AGREEMENT; AND (b) THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

## **SECTION 10. TERM AND TERMINATION**

### 10.1 Term.

(a) Unless otherwise stated in the Agency Terms, this Agreement will commence upon the Effective Date and continue in effect for a period of twelve (12) months, unless earlier terminated as set forth herein (the "**Initial Term**").

(b) Unless otherwise stated in the Agency Terms and unless terminated earlier as permitted



herein, at the end of the Initial Term and each Renewal Term, the Agreement will be extended automatically for successive annual terms (each a “**Renewal Term**”) (collectively, the Initial Term and Renewal Terms may be referred to as the “**Term**”).

## 10.2 Termination.

(a) Unless otherwise stated in the Agency Terms: either Party may elect not to renew this Agreement by giving written notice to the other Party at least thirty (30) days prior to the end of the then current Initial Term or Renewal Term.

(b) Unless otherwise stated in the Agency Terms, either Party may terminate this Agreement for any reason or no reason upon sixty (60) days’ written notice to the other Party.

(c) Either Party may terminate this Agreement in the event the other Party (i) is in material breach and does not cure such breach within thirty (30) days after receiving written notice of the breach; (ii) ceases operation without a successor; or (iii) seeks protection under a bankruptcy, receivership, trust deed, creditors’ arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

(d) Upon termination: (i) subject to Section 10.3, below, the license and rights granted hereunder to Agency shall immediately terminate; (ii) Agency shall immediately return or, at TT’s election permanently destroy, any and all documents, notes and other materials regarding the Services to TT, including, without limitation, all software and TT Confidential Information, including any TT Rider Data and at TT’s request certify that all TT Rider Data has been permanently deleted; and (iii) subject to Section 10.3, below, upon written request TT shall cease using the Agency’s name(s), mark(s), and logo(s); and return or permanently destroy, any and all, Agency Confidential Information including Agency Data that is Personal Information to the extent required by Laws.

## 10.3 Obligations to Agency’s Riders Upon

Termination. Upon termination or expiration of this Agreement (a) TT shall terminate the right of the Agency’s Riders to purchase any new Digital Passes on Agency’s transit service and (b) TT and Agency shall each keep active the right of Riders to activate and use existing pre-purchased but unused Digital Passes for a period of one hundred and twenty (120) days from the expiration or termination date of this Agreement. For the avoidance of doubt, TT shall have no obligation to support pre-purchased Digital Passes for more than one hundred and twenty (120) days after termination or expiration of this Agreement regardless of Agency’s policy.

## **SECTION 11. MODIFICATIONS**

11.1. Notice of Modifications. TT may modify the terms and conditions of this Agreement (which may include changes to Services pricing and plans) from time to time by giving notice to Agency in accordance with Section 12.6 (Notices).

11.2. Timing and Effect of Modifications. The modifications shall become effective upon renewal of Agency’s current Initial Term or Renewal Term or entry into a new Agency Terms; provided, however, that TT may provide notice of an earlier effective date if required by change in Laws. If TT specifies that the changes will take effect prior to the next Renewal Term (due to changes in Laws), Agency may object within thirty (30) days and terminate this Agreement for convenience and receive a pro-rata refund of any fees pre-paid by Agency (e.g., with respect to Hardware Services), if any, with respect to the remainder of the Initial Term or Renewal Term, as applicable. Agency may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Services, and, in any event, continued use of the Services after the updated version of this Agreement goes into effect will constitute Agency’s acceptance of such updated version.

## **SECTION 12. GENERAL**

12.1. Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of California



without regard to the conflicts of laws provisions therein, unless otherwise expressly set forth in the Agency Terms. The jurisdiction and venue for actions related to the subject matter of this Agreement shall be the California State and United States Federal Courts located in San Francisco, California, and each Party hereby submits to the personal jurisdiction of such courts, unless otherwise expressly set forth in the Agency Terms.

12.2 Legal Fees. In any action to enforce this Agreement, the prevailing Party will be entitled to costs and reasonable legal fees.

12.3 Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12.4 Force Majeure. If the performance of this Agreement or any obligation hereunder is prevented or restricted by reasons beyond the reasonable control of a Party or its subcontractors, the Party so affected shall be excused from such performance to the extent of such prevention or restriction.

12.5 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties or other agreements between the Parties, in connection with the subject matter of this Agreement except as specifically set out in this Agreement. Any modifications of this Agreement must be in writing and signed by both Parties except as otherwise stated herein (including in [Section 11](#) (Modifications)).

12.6 Notices. Any notice or communication required or permitted under this Agreement shall be in writing.

If to TT, notices must be provided to:

Token Transit, Inc.  
1015 Fillmore Street PMB 68827  
San Francisco, CA 94115  
Attention: Morgan Conbere

Such notice to TT shall be deemed to have been received (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

If to Agency, TT may provide notice to Agency's email or physical address on file or through the Services (including via the TT Web Portal) and such notices shall be deemed to have been received upon delivery. Either Party may update its address with notice to the other Party.

12.7 Equitable Relief. Due to the unique nature of the Parties' Confidential Information disclosed hereunder and of any Personal Information that may be received in connection with this Agreement, there can be no adequate remedy at Law for a Party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching Party. Therefore, upon any such breach or threat thereof, the Party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

12.8 Assignment. Neither Party may assign or transfer this Agreement or any interest therein directly or indirectly, by operation of Law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that TT may assign or transfer this Agreement or any interest therein to an affiliate or a successor to all or substantially all of its business or assets, whether through an acquisition, merger, change of control, or otherwise. Any attempted assignment or transfer in violation of this Section shall be void and without effect.



12.9 Independent Contractors. The Parties shall be independent contractors under this Agreement, and nothing herein shall constitute either Party as the employer, employee, agent, or representative of the other Party, or both Parties as Parties to a joint venture or partners for any purpose.

12.10 Headings and Interpretation. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa.

12.11 Export Control. In its use of the Services, TT and the Agency agree to comply with all export and import Laws and regulations of the United States, the Territory, and other applicable jurisdictions. Without limiting the foregoing, (i) Agency represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Agency shall not (and shall not permit any of its users to) access or use the Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) Agency shall not submit to the Services any information that is controlled under the U.S. International Traffic in Arms Regulations.

12.12 Government End-Users. Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Services were developed fully at private expense. All other use is prohibited.

12.13 Survival. Sections 1.6 (Restrictions), 1.8 (Trials and Betas, with respect to liability limits), 1.9 (Retained Rights), 2.2(b) (Support Obligations), 3 (Fees and Payment, with respect to Fees not yet paid as of termination), 4.1 (TT Rider Data), 4.2(b) (TT's Data Obligations), 4.3 (Agency's Data Obligations), 5 (Confidentiality), 6 (Agency Identification and Use of Trademarks), 7 (Warranty Disclaimers), 8 (Indemnification), 9 (Damage Disclaimers and Liability Limitation), 10.2 (Termination), 10.3 (Obligations to Agency's Riders Upon Termination), 12.1-12.13 (General) and other terms which by their nature are intended to survive, shall survive termination or expiration of this Agreement.



## Exhibit A

### Hardware Services Addendum

This Hardware Services Addendum (the “**Hardware Services Addendum**”) is incorporated into and a part of the Agency Master Platform Terms (the “**Master Terms**”) by and between Token Transit, Inc. (“**TT**”) and the entity (e.g., company or government agency) placing an order for or accessing the Hardware Services (“**Agency**”) and is applicable only if Agency elects to add Hardware Services (defined below) pursuant to the Agency Terms. This Hardware Services Addendum consists of the terms and conditions set forth below, any exhibits or addenda identified below and any Agency Terms (the Master Terms, as modified by this Hardware Services Addendum, may be referred to as the “**Agreement**”). You represent that you are authorized to accept this Hardware Services Addendum on behalf of the Agency.

Agency desires add functionality to the Services (as defined in the Master Terms) by using hardware validators (“**TT Validators**”) and/or hardware beacons (“**TT Beacons**”) (TT Validators and/or TT Beacons may be referred to as “**Hardware**”) installed on Agency’s vehicles. The TT Validators allow Agency to validate that each Rider has purchased the Digital Pass for the ride at the time of the ride while the TT Beacons allow Agency to track Riders (e.g., on-boarding and off-boarding at particular locations) on an aggregate basis for analytical purposes (collectively, the “**Hardware Services**”).

The effective date of this Hardware Services Addendum (“**Hardware Services Effective Date**”) is the effective date of the first Agency Terms referencing this Hardware Services Addendum. This Hardware Services Addendum will govern Agency’s initial purchase on the Effective Date as well as any future Hardware purchases made by Agency that reference this Hardware Services Addendum or the Agreement.

All capitalized terms not defined in this Hardware Services Addendum have the same meaning given to them in the Master Terms. Except as expressly provided in this Hardware Services Addendum, the Master Terms applies without modification by the terms and conditions of this Hardware Services Addendum.

BY INDICATING YOUR ACCEPTANCE OF THIS HARDWARE SERVICES ADDENDUM OR ACCESSING OR USING THE HARDWARE SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS HARDWARE SERVICES ADDENDUM. IF YOU DO NOT AGREE TO THIS HARDWARE SERVICES ADDENDUM, PLEASE DO NOT USE THE HARDWARE SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS HARDWARE SERVICES ADDENDUM IS LEGALLY BINDING UPON IT.

#### 1. INTRODUCTION

1.1 Applicability. This Hardware Services Addendum applies only if Agency has selected to add TT Beacons or TT Validators (as applicable) to the Services pursuant to the Agency Terms.

1.2 TT Validator Overview. The TT Validator upgrade to the Services allows compatible mobile devices to communicate to the Services where and when Digital Passes are being

used, by allowing Riders to present their mobile device in front of the TT Validator, with respect to those Riders who have Bluetooth-based location tracking, device location, and/or Near Field Communication services enabled.

1.3 TT Beacon Overview. The TT Beacon upgrade to the Services allows TT to provide Agency with detailed aggregated and anonymous information with respect to those Riders who have Bluetooth-based location





tracking, device location, or Near Field Communication services enabled.

## 2. TT HARDWARE SERVICES INTEGRATION.

The Hardware Services comprise the following:

2.1. TT Validator Hardware. TT provides TT Validators that will work on vehicles at any point of entry. Agency will install the TT Beacons at Agency's expense. TT will provide guidance on preferred placement of the TT Validators to optimize the Rider validation experience.

### 2.2. TT Beacon Hardware.

(a) TT provides TT Beacons that will work on vehicles of any size. Agency will install the TT Beacons at Agency's expense. TT will provide guidance on preferred placement of the TT Beacons to optimize the TT Beacon signal.

(b) Analytics Dashboard. Purchasing and installing the TT Beacons gives access to detailed aggregated and anonymous information in the TT Web Portal. Agency is required to provide TT with stop, trip, origin, and vehicle identification numbers along with other information required by TT to provide the analytic data.

2.3 Upgrades. TT may offer upgraded or replacement TT Beacons or TT Validators to Agency in its discretion during the Term which if accepted by Agency shall be "Hardware" and included in the "Hardware Services".

## 3. TERM AND TERMINATION.

### 3.1 Term and Renewal.

(a) The initial term of this Hardware Services Agreement ("**Initial Hardware Term**") and renewal terms (each a "**Hardware Renewal Term**") of this Hardware Services Addendum shall be as set forth in the Agency Terms (the Initial Hardware Term and the Hardware Renewal Terms, is collectively the "**Hardware Term**").

(b) Unless otherwise set forth in the Agency Terms, the Initial Hardware Term and each Hardware Renewal Term will automatically renew for consecutive annual periods unless either Party provides notice of non-renewal at least thirty (30) days prior to the end of the Initial Hardware Term or a then current Hardware Renewal Term.

### 3.2 Termination.

(a) Unless otherwise set forth in an applicable Agency Terms, either Party may terminate an Initial Hardware Term or a Hardware Renewal Term at any time on sixty (60) days notice for convenience and without liability. If TT terminates an Initial Hardware Term or Hardware Renewal Term for convenience, TT will provide a pro-rata refund of fees paid pursuant to this Hardware Services Addendum for the applicable Initial Hardware Term or Hardware Renewal Term.

(b) Either Party may terminate this Hardware Services Addendum if the other Party commits a material breach that remains uncured following thirty (30) days prior written notice.

(c) This Hardware Services Addendum shall automatically terminate upon the expiration or termination of the Master Terms for any reason.

(d) Upon expiration or termination of this Hardware Services Addendum, Agency shall return to TT or destroy the Hardware, as directed by TT.

## 4. TT HARDWARE PRICING AND PAYMENT.

4.1. Hardware Services Fee. The fees for the Hardware Services ("**Hardware Services Fees**") are set forth in an applicable Agency Terms, and shall be paid by Agency in accordance with the payment terms set forth in the Agency Terms. If no payment terms are set forth in the Agency Terms, TT's then current Hardware Services Fees as published by TT shall apply and Agency shall pay such fees in advance for the Initial Hardware Term and each Hardware



Renewal Term. The Hardware Services Fees are non-refundable except (a) as set forth in the Master Terms Section 11 (Modification) or (b) in the event TT terminates the Hardware Services Addendum for convenience, in which event Agency will receive a prorated refund of Hardware Services Fees that Agency has pre-paid for use of the Hardware Services for the terminated portion of the applicable Initial Hardware Term or Hardware Renewal Term.

4.2. Taxes. Agency acknowledges that it is responsible for any sales, value-added, use or other taxes, tariffs and governmental charges that are due (if any) in connection with the TT Beacons and TT Validators and provision of the Services described in this Hardware Services Addendum (and the Agreement) (except taxes based on TT's net income for which TT shall be solely responsible), and that if TT is required to pay any such taxes or charges based on the Services or other items provided to Agency, then such charges shall be billed to and paid by Agency. Agency shall obtain and provide to TT any certificate of exemption or similar document required to exempt any transaction under the Agreement from sales tax, use tax or other tax liability.

4.3. Fee Increases. TT reserves the right to increase the Hardware Services Fees by providing notice at least thirty (30) days before the commencement of the next Hardware Renewal Term.

## 5. ADDITIONAL TERMS.

5.1. Disclaimer. For the avoidance of doubt, this Hardware Services Addendum is subject to indemnity, liability limitations and warranty disclaimers and damage disclaimers terms set forth in the Master Terms. TT expressly does not represent the accuracy of the Hardware, the percentage of Riders that will have location tracking in connection with the Hardware enabled or that they will function at all times. Agency acknowledges that its use of any Hardware and the Hardware Services is "As Is" without any

representations, warranties or conditions of any kind, whether legal, express or implied, arising from statute, course of dealing, usage of trade or otherwise.

5.2. Rider Data. The Parties' confidentiality and data privacy obligations, including Agency's obligations pertaining to TT Rider Data apply to this Hardware Services Addendum. Nothing in this Hardware Services Addendum obligates TT, and TT does not intend, to provide Personal Information of Riders or other TT customers hereunder, but only aggregated and/or anonymized data. Agency shall at all times use all such data made available as part of the Hardware Services, which is "TT Rider Data" as defined in the Agreement, in accordance with Laws and TT's then current privacy policy (unless contrary to Laws); and in no event shall Agency directly or indirectly link (or attempt to link) data obtain from the Hardware or Hardware Services data with Personal Information, or with other information so as to create Personal Information. Agency, and not TT, shall be responsible for ensuring that Agency's use of the Hardware as described herein complies with all Laws.

Date: March 18, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.b ODOT Agreement 34737 Approval

This Agreement is for a Needs Based CARES Act grant that we have been awarded. I submitted a grant application for the purchase of two Driver Supervisor vehicles to be utilized while supervising drivers on routes or for response to issues. Included in the grant application was additional funding for the continued purchasing of disinfecting supplies.

We were awarded funding for one Driver Supervisor vehicle in the amount of \$25,000 and \$20,000 for the purchase of disinfecting supplies. We are members of the Oregon Cooperative Procurement Program (OrCPP) where we have access to purchase from existing State price agreements. We will be utilizing this program for the purchase of the vehicle.

Staff is recommending that the following motion be made, **I move that the Board approve ODOT Agreement number 34737 in the amount of \$45,000 and authorize the Board Chair to sign it.**

PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Sunset Empire Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **March 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$45,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$45,000.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

**8. Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

**e. Additional requirements**

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder,



Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Public Transportation Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

## 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be

established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the

conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and

state civil rights and rehabilitation statutes, rules and regulations.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Sunset Empire Transportation District**, by and through its

\_\_\_\_\_

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Jeff Hazen  
900 Marine Drive  
Astoria, OR 97103  
1 (503) 861-5399  
jeff@ridethebus.org

**State Contact:**

Arla Miller  
555 13th Street NE  
Salem, OR 97301-4179  
1 (503) 949-5415  
Arla.MILLER@odot.state.or.us

**Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us**

**State of Oregon**, by and through its Department of Transportation

By \_\_\_\_\_

Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 03/12/2021

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: CARES 5311 (NB) Sunset Empire TD 34737</b>				
<i>Provide relief from expenses incurred in response to the COVID-19 pandemic.</i>				
<b>Item #1: Operating Assistance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$20,000.00	\$20,000.00	\$0.00	
<b>Item #1: Support Vehicles</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$25,000.00	\$25,000.00	\$0.00	
<b>Sub Total</b>	\$45,000.00	\$45,000.00	\$0.00	
<b>Grand Total</b>	<b>\$45,000.00</b>	<b>\$45,000.00</b>	<b>\$0.00</b>	

1. BACKGROUND

*The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provides emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES Act are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave.*

2. PROJECT DESCRIPTION

*This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic.*

*This Agreement provides funding to purchase a vehicle to be used to support public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient shall use the vehicle to transport supervisors to support drivers with passenger compliance, or as needed for support of public transportation. Vehicle will not be used for public passenger transportation. Recipient will not lease the vehicles to another agency without the permission of State.*

3. PROJECT DELIVERABLES and EXPENSE TYPES

*Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 20, 2020 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement.*

*FTA may elect to waive specific Section 5311 requirements. Expenses covered by such a waiver may be eligible for reimbursement under this grant agreement if otherwise consistent with grant intent and focus.*

*Operating Expenses*

*In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. See Chapter III of the FTA Circular 9040.1G (Formula Grants for Rural Areas) for more information on eligible operating expenses.*

*Recipient shall purchase disinfecting supplies including disposable gloves, face coverings, hand sanitizer, disinfecting wipes, and solution. The above items will maintain required disinfecting of buses and facilities. Gloves will be provided to staff, face coverings will be supplied to staff, and riders who need them.*

#### *Personal Protective Equipment Expenses*

*Personal protective equipment includes equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers. Some items, such as respiratory devices, must meet industry requirements. Other items may be eligible with advance approval from State.*

#### *Capital Expenses*

*Capital expenses include the purchase of tangible property with a useful life of more than one year and an acquisition cost of \$5,000 or more. This includes equipment; signs; shelters; communications devices; radios; wheelchair lifts and restraints; computer software and hardware; and safety and security equipment.*

*Associated services, permits, and permissions needed to put capital items into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections are eligible expenses.*

*Purchase one non-transit vehicle as follows: useful life: 4 years and 100,000 miles; approximate length: less than 20 feet; estimated number of seats: 4 to 6; estimated number of ADA securement stations 0; fuel type: gasoline.*

*Purchase includes all equipment and supplies necessary to put the vehicle into service.*

*All purchases and installations must be completed prior to the expiration date of this Agreement.*

*Estimated order date: July 1, 2021.*

*Estimated delivery date: October 1, 2021.*

*Recipient will retain title to the vehicle as primary security interest holder. Recipient must request permission from State when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards.*

#### **4. PROJECT ACCOUNTING and MATCHING FUNDING**

*Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*Projects completed under this Agreement will be reimbursed at 100 percent. There is no local match requirement.*

*If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.*



## 5. REPORTING and INVOICING REQUIREMENTS

*Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date.*

*Recipient agrees to assess and report, as prescribed by State, the condition of all capital assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.*

*Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.*

*Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment by State.*

*Reimbursement under this Agreement may be denied if Recipient does not maintain compliance with the most up-to-date Oregon Health Authority Guidelines for transit operations. See <https://www.oregon.gov/odot/RPTD/Pages/Coronavirus.aspx> "What are the guidelines for transit agencies operating during the COVID-19 pandemic".*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5311	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.509 (5311)</b>	<b>Total Federal Funding</b> <b>\$45,000.00</b>
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<b>Administered By</b> Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

#### GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.** State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

## EXHIBIT D

### **Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, 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 Recipient deems appropriate.*

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Date: March 18, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.c Request for Use of Transit Center Parking Lot

Attached you will see a request for the use of the Transit Center parking lot for use for an event called Astoria Night Market. This event would happen in October of this year at the earliest and they are looking at doing this event no more than twice a year. They are in the early stage of planning this but have garnered a lot of support from surrounding business for it. Sondra Carr will be at the meeting to discuss it further and answer any questions you may have.

I would recommend that if the Board approves the request, it be valid for one event this year. You would be able to see how it worked out and if there are any issues that come up. I would then recommend the following motion be made, **I move that the Board approves the request from Retail Innovations, LLC to use the Transit Center parking lot for an event to be held on a weekend no earlier than October of 2021 and authorize the Board Chair to sign the agreement.**



<b>Retail Innovations, LLC</b> <b>Astoria Night Market</b>	<b>Contact:</b> <b>Sondra Carr</b> <b>(503)354-6111</b>
March 7, 2021	sondracarr@gmail.com

## OVERVIEW

### Project Background and Description

*We are currently in conversations with the Portland Night Market deciding whether we would prefer to work with them as mentors or to collaborate on a coastal Night Market like the Night Market in Portland but with our river/ coastal unique style and local artisans on 10<sup>th</sup> St in Astoria.*

*We are still in the information-gathering and initial planning phases so what we are offering here is just the preliminary idea, which will be expanded upon over the next few months.*

*The Portland Night Market (PNM) is in talks with the city of Astoria and Clatsop County gathering information on feasibility while we gather this more localized information. Below we will outline the scope of the project as it is being currently discussed. All parts are open to negotiation and we are actively interviewing the neighboring businesses for their desired involvement and level of support, which so far has been unanimously in favor of this project.*

*We are also talking with Judith Niland from the Astor Street Opry Company for mentorship and input as she has also managed art fairs and festivals of this sort in addition to her work with ASOC.*

### Scope of the Project

*Night Markets are a cross between general markets like the Astoria Sunday Market and art fairs – they tend to lean more artistic and creative, but also have vendor and local businesses booths.*

*Cindy Mudge, the previous event organizer for the Astoria Sunday Market, relayed that in the past the parking lot area of the bus terminal had been used with much success for an art fair and Judith Niland expounded that the area had previously been used for a large market as well before its current use.*

*We envision this market extending down 10<sup>th</sup> street from Marine to the pier, including the east side of the bus terminal parking lot (if approved), and also including the pier (if approved). Eventually it may stretch from Marine to Commercial on 10<sup>th</sup> Street and possibly farther over time. We want to grow this slowly and, of course, will only do this when/ if safety permits regarding the pandemic.*

*The Astoria Night Market would be held on the evenings of October and July Art Walk (Second Saturday of the month) from 4:00 – 9:00 pm to bring art patrons and customers to the 10<sup>th</sup> Street/ west side of town.*

*We envision this starting as a one-night event (similar to the Sunday Market) and potentially growing to include the following Sunday night (at the point at which we're able to afford security to guard the booths that would be left overnight). That would be considered "Phase Two"*

*For "Phase One" all set-up and tear-down would happen on that same day.*

*We would provide applicable event insurance, security, management of the event and negotiate fees paid to the Transportation District for use of the grounds.*

*At this time, we are not interested in alcohol permitting but are discussing that as a future option for Phase Two. This would include wine or beer tasting and would be handled by the area wine shops and brewers such as WineKraft, Brut, and Buoy. But this would not be a part of Phase One offerings and need not include this location.*

## Stakeholders and Interested Parties

We've been polling the neighborhood and the following businesses have already given their approval and shown interest in participating in this event:

<b>Kit's Apothecary</b> <b>Astoria Barber Company</b> <b>Weird Sisters Freak Boutique</b> <b>Foragers</b> <b>Cascadia Screen Printing</b> <b>Himani Indian Cuisine</b>	<b>Merrytime Bar and Grill</b> <b>Brut Wine</b> <b>Jody Rae Photography</b> <b>Sacrilicious Beauty Bar</b> <b>WkdWest</b> <b>WineKraft</b>
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We expect to have full buy-in on this project from area businesses who will benefit from the event atmosphere and draw of new customers.

## Timeline/ Schedule

Because of the pandemic, we do not have a set timeline, but the earliest we see as a possibility is October of 2021.

We are still working out the details of our arrangement with the Portland Night Market management team, but they have committed to mentoring us regardless of their desired involvement and have advised us to start small and limit this to twice a year during good-weather months.

We are leaning towards October and July with the possibility of adding an April event in the future.

Currently we are asking for information on the potential use of the east side of the bus terminal parking lot. This would not include the bus drive-through area or the area near the structure. It would be separated by barriers to lessen impact on riders. (See map below)

The dates and times we're asking for (inclusive of set-up and tear-down) are:

Saturday, October 9, 2021 5:00 am – Midnight

Saturday, July 9, 2022 5:00 am – Midnight

From 5:00 am – 4:00 pm, vendors and artists would set up booths.

From 4:00 – 9:00 pm a gathering of up to 200 artisans as well as representative booths from local and area businesses would show their wares to a crowd that we estimate will start small (500 people) and grow to be similar in size to the Astoria Sunday Market.

From 9:00pm – approximately Midnight, vendors would break-down and remove their booths.

These times are all negotiable, but this is our current projection.

We are asking for the following

- preliminary approval (no contract signed but agreement of intent to negotiation for both parties)
- statement of the fees that we would be charged for this use.
- Requirements your organization would have of us were we to proceed (insurance/ security/ permitting/ etc.)

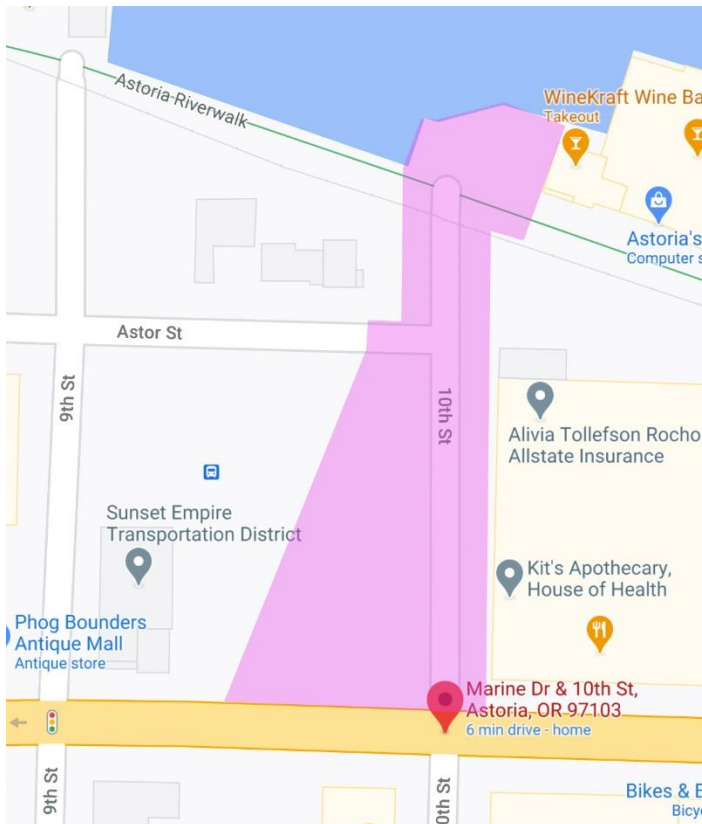
## APPROVAL AND AUTHORITY TO PROCEED

We approve a preliminary intent - provided negotiations are successfully concluded - to proceed with this project and event. This is a good-faith agreement to proceed provided certain criteria are met by Retail Innovations, LLC and the team proposing the Astoria Night Market.

Name	Title	Date

Approved By	Date	Approved By	Date

Proposed footprint of areas used in Phase One (rough estimate – subject to change during negotiation):



## Parking Lot Use Permit

This Agreement is made this 25th day of March, 2021 between **Sunset Empire Transportation District** an Oregon Special District ("SETD"), and **Retail Innovations, LCC** (Licensee)

WHEREAS, Licensee wants to set up a weekend night market for its nearby premises and SETD is willing to allow Licensee to use the Transit Center parking lot described below on the terms and conditions below.

NOW THEREFORE, the parties agree as follows:

1. Premises. The event may be set up in the parking lot of the Transit Center
2. Term. The term of this Agreement is from October 1, 2021 to December 31, 2021.
3. Fee. The fee paid for the right of use will be \$75 per day, payable in advance of use. In addition, if pressure washing is required because of grease or food residue resulting from the event, Licensee will be responsible for reimbursing SETD for the cost thereof, within 10 days of receipt of the service invoice.
4. Use.
  - a. Licensee may use the premise one weekend per month, between the hours of 5:00 a.m. and 12:00 a.m. Dates must be approved in writing by the Executive Director SETD or his designee.
  - b. Licensee will have staff on site at all times while the premises are being use, and will ensure the public is following CDC face mask requirements.
  - c. Licensee will leave the premises, clean, free of grease or food residue, and in the same condition as found.
5. Indemnity/Insurance. Licensee shall indemnify and hold SETD harmless for any injury or damage occurring as a result of its use of the premises. Licensee shall maintain liability insurance in the amount of not less than \$1,500,000 combined single limit, and shall provide SETD with a certificate of insurance naming SETD as an additional insured.

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Sunset Empire Transportation District  
By: Jeff Hazen, Executive Director

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By: Sondra Carr, Retail Innovations, LLC

Executive Director Report  
 March 2021 Board Meeting  
 Jeff Hazen

-Ridership

We were down 39% in ridership for February. YTD, we are down 40% in ridership.

	February					
	TY	LY				
10	1,769	4,129	-57%			
11	0	0	#DIV/0!			
12	0	0	#DIV/0!			
13	164	668	-75%			
15	938	1,170	-20%		15/16	
16	200	235	-15%	1,138	1,170	-3%
17	0	0	#DIV/0!			
20	1,272	1,919	-34%			
21	141	336	-58%			
101A	2,217	3,253	-32%			
101B	2,352	3,434	-32%			
101 Total	4,569	6,687	-32%			
LCC	341	360	-5%			
PC	762	1,193	-36%			
SC	0	0	#DIV/0!			
Total	10,156	16,697	-39%			
YTD	93,516	157,151	-40%			

-Vaccine Transportation

We have started providing rides to the vaccination clinics. When people are setting up their appointments for the clinics that the County is doing, they are asked if they need transportation and then given our contact number to set up the rides.

-Funding Update

I previously mentioned that funding from the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) is providing a small amount of money for rural agencies in Oregon. There are also funds left over from the ODOT Needs Based Coronavirus Aid, Relief, and Economic Security (CARES) Act and extra §5311 funds. At the March 1<sup>st</sup> PTAC meeting, we discussed how these funds were going to be distributed. At the PTAC executive committee meeting in February, I asked that the left-over funds from CARES be distributed on an allocation basis rather than doing another discretionary solicitation. My push for this was to get money out to agencies in order for them to set up vaccination transportation programs. It made more sense to not do it as a discretionary program because those take several months to set up and get the money out the door. ODOT staff presented a proposal to allocate \$135,000 to 7 §5310 Small Urban agencies and \$166,468 to 8 §5310 Rural agencies. They then proposed allocating

\$10,000,000 to §5311 agencies. They proposed putting \$3,000,000 in the STIF Discretionary/Statewide Transit Network fund in order to add funds to these programs because there was more money asked for than was available for STIF. Finally, they proposed holding \$5,000,000 back for another Needs Based program to provide funding for projects that may come up in the next biennium. I was very pleased with their proposal and PTAC agreed by making a recommendation that staff's plan be approved by the OTC. We will be receiving \$507,445 as part of the §5311 agency allocation. These funds will be available for the next biennium so they will be included in the upcoming budget.

#### -Grants

The STF, §5304, §5310 and §5311 grants for the upcoming biennium were submitted to ODOT before the deadline. Our STIF formula fund plan that we submitted in January had a few items that needed to be corrected after the ODOT staff review. They were minor in detail and we have made the corrections and resubmitted the plan. I'm chairing the PTAC STIF Review Sub-Committee, and we will be meeting on March 23<sup>rd</sup> to review and make recommendations on all of the plans from the 42 Qualified Entities.

#### -NWOTA Update

We will have our monthly meeting on March 19<sup>th</sup>, and I will provide an update at the Board meeting.

#### 2019-2021 SETD Priorities

##### Priority One

- Benchmark Services
  - o Ridership Increases & Decreases YTD (40%)
  - o On-time Performance in February, we were 57.8% on time. TCTD was 70.4% and Lincoln County was 63.8%.
  - o Fleet reliability
  - o Employee Retention 24.1% turnover YTD.
  
- Develop a SETD specific emergency plan. Currently working on.
  - o SETD operational specific emergency operation plan
  - o Medical emergencies
  - o Accidents
  - o Behavioral emergencies at facilities and on buses
  - o Emergency contact and reporting requirements
  - o Strategic county wide transportation plan that integrates into Clatsop County Emergency Plan.

- Develop a Succession Plan for Key Management Positions Select Supervisors are going through a multi week supervisor training through HR Answers. Kelly will also be attending this training in the Spring.
- Develop Route Standards
  - o Summer Schedule Paul has this almost completed and he and I will review it.
  - o September Through May Schedule
- Develop Demand Management Standards
  - o Paratransit
  - o Dial a Ride
  - o First Mile Last Mile
- Increasing services
  - o Fixed routes Astoria weekend service started in October of 2019. Additional service improvements began on February 3<sup>rd</sup>. Further improvements on hold.
- Improving System
  - o Improved lighting at bus shelters New shelters with lighting have been ordered.
  - o Route on-time performances .
  - o Amenities

#### Priority One (continued)

- Technologies
  - o E-fare RFQ delayed until after the holidays
  - o Electronic charging stations on buses
  - o On-board wi-fi
- Improve Appearance
  - o Buses Buses are now wiped down every four hours.
  - o Shelters
  - o Facilities

#### Priority Two

- Develop feasibility of moving Warrenton Operations facility Submitted a Needs Based Cares Grant for this project but it wasn't funded. Will seek a \$5339 grant when it becomes available, and use carry over STIF funds for match.
  - o Out of the inundation zone
  - o Upgrade to include an automatic bus washing system

- Begin to convert the fleet to electric and away from fossil fuels Unsuccessful for the LowNo grant solicitation. Waiting for firm plans and funding of the operations facility before we go after the grant again.
- Strategically Locate Park and Rides Kathy has been doing some work on this in TO. Working on pop up park and rides for vaccination transportation.
- Improve District Signage

### Priority Three

- Identify new funding opportunities
  - o Seek public/private partnerships
  - o Continue to explore new Federal/State/Local grant opportunities CARES Act has provided us \$500,000 in formula funds. The needs-based program has approved us for \$861,000. Veteran's grant has been approved at a higher amount than requested. As shown in this meeting, we received another needs-based grant for the purchase of a driver supervisor vehicle. We asked for two but were only funded for one. This grant also included funds for the continued purchase of COVID-19 disinfecting supplies.
  - o Rebuild Ride Pal Program and Volunteer Program



March 2021 Operations  
Paul Lewicki

Jennifer (Paratransit Supervisor), Mackenzie (Driver Supervisor) and Lawrence (Driver Supervisor) have completed their six-week supervisory training sessions presented by HR Answers. We have made application for two additional staff, Steve Weinert (Driver Supervisor), and Stephanie Rodriguez (Transportation Support Specialist) to attend the next classes in May and June. These training sessions deal with a wide range of supervisory skills as well as skills for dealing successfully with differing personalities, both internally and externally.

As of March 17, our new phone system is up and running. We are still working out a few bugs, but generally, the system works well. An entirely separate network for voice only was installed at the provider's (Wave Business) expense. This required the installation of new network cabling throughout our facilities and resulted in the separation of data and voice services. This will keep the service interruption of one from bringing down the other. The migration to this new system will yield the District an annualized savings of almost \$17,000.

The project to replace the old NWOTA signs with the updated NWOTA signs throughout our service area was completed this month. Fifteen signs were replaced from Cannon Beach to Clatskanie.

Having begun enforcing the most recent COVID-19 guidelines from the CDC and TSA, and the sale of KN-95 masks to riders needing them, our drivers and other staff have done a fine job educating our riders and enforcing the new guidelines. Generally, our customers have been cooperative and appreciate SETD's persistent compliance with the enhanced practices.

Production of our two remanufactured 35' Gillig buses by Complete Coach Works is on schedule. At this time, delivery of the buses is anticipated to occur before Memorial Day, with build completions expected May 5 and May 13. Testing and debugging as well as inspection must occur successfully prior to delivery.

We held a mandatory drivers' meeting in March – the first in person meeting we have had in many months due to COVID. At the meeting, Kelly Smith was introduced, Sue presented training video material on Trauma Informed Care, and a number of topics related to the provision of safe, reliable service were covered, as is the purpose of our drivers' meetings. The District provided sandwiches for the attendees. Normally we try to hold these meetings monthly, and we will work to restore that schedule.

We have requested a bid from a vendor in Portland to paint the MCI motor coach (Portland Connector) The paint on this bus has yellowed, and even with daily washings, does not appear as nice as we would like it to.

The required annual bus inspections for our fleet of revenue vehicles have been completed for 2021.

RIDE ASSIST  
March 2021 Report  
Jennifer Geisler

- In February Ride Assist provided a total of 754 rides. ADA Paratransit had 351 riders, we provided 307 Medicaid rides for Northwest Rides, one VETP and had 67 escorts. This is an average of 29 rides per day. There were zero ride denials in February.
- Dial a Ride did not have any ride requests.
- We delivered 59 produce boxes in the month of February. The service has grown to a steady 18-20 boxes being delivered the last three weeks.
- In February I continued the eight-week course through HR Answers on “Success for Beginning Supervisors.” The courses in February were very informative, challenging, and helpful. The classes are interactive with the other class members and the instructors. We are put in groups during the class to practice and share input on the days class instruction. The weekly homework has been on recruitment, conflict management and employment law and leave.
- ADA Paratransit Report for December
  - Number of completed applications received:4
  - Number of incomplete applications received: 0
  - Number of phone interview/assessments scheduled:
  - Number of phone interview/assessments completed:
  - Number of determinations made:
    - Within 21 days: 4
    - More than 21 days:
  - Determination by type:
    - Unconditional: 4
    - Conditional:
    - Temporary:
    - Not eligible:
  - Number of appeals requested: 0
  - Number of appeals heard: 0

**Ride Assist Fares Collected/Billed for February 2021**

• Para-transit Fares:	\$374	• Medicaid Billed:	\$5847
• Dial-A-Ride	\$0	• Ticket books sold:	\$216
• Tickets Collected:	\$208	• VETP Billed:	\$27
• Billed Providence Community Connections	\$44		

Mobility Management  
March, 2021 Board Report  
Jason Jones

- In the month of February I have worked with 10 customers who needed help with boarding issues, scheduling and trip planning. As schools start to slowly and safely open up, there have been a few teens that have started riding the bus and needed basic instructions on how to do so. I had 2 first-time SETD riders but they did have extensive experience with other agencies and only needed some basic advice on routes. Our YouTube page grows ever so slightly with increased views.
- I continue in my video content creation efforts and look to have a new video released late in February or early March titled: Learn how to ride the bus in 5 steps. I'm very close to completing this extensive video that I believe will be of great help to those starting to ride more after some time off during the Pandemic.
- We continue to serve a local Veteran with food box delivery every other week. We are thankful for the work that Jennifer and her team in Paratransit do to make these deliveries possible.
- Don't forget that you all are invited to watch our weekly talk show called "Transportation in the Time of Corona". Friday mornings from 11-11:30 on Facebook Live. As Spring starts to slowly come into the picture, Kathy and I have some great topics to cover to help our community remember that the bus is a viable and safe option for their transportation needs.
- The Veterans Enhanced Transportation Program (VETP) stayed roughly the same this month with 7 trips which constituted only 2 unique users of the service. We have not seen the requested need that we thought we would have regarding Veterans needing to get up to Portland for services. We have pushed the word out that we have Wheelchair capable transport for our Veterans' Enhanced Transportation Program but only a few have inquired about this service. When the Pandemic hit, the VA cancelled many elective services in Portland and combined with the Veterans Choice program, many were able to start receiving local services outside of the VA network. Doing this helps our Veterans by keeping some local thus eliminating what can sometimes be a difficult trip for some to make when going to Portland. We continue to work with our local Veteran Service Officer to ensure that every Veteran that needs a ride to medical appointments gets one.



Spring has sprung and we have now been dealing with Covid-19 directives for a full year. Working from home is a viable option for far more people than one year ago. Jason Jones, Mobility management and I are working out details for Friday shows and outreach videos we can do collaboratively to get our respective messages to the community. I look forward to further collaboration to create video outreach shorts that help people learn about the different options available to them. I have been working hard at finding and implementing programs and technologies that lead to greater success for our region in moving more people out of Single Occupancy Vehicles (SOVs). I am continuing to work with Warrenton leaders and stakeholders in the area to start a pilot bike repair/match program and to implement Safe Routes to School programming. I hope that pairing this with Safe Routes to School programming it can easily be replicated in other areas of the Region.

The Friday Live Facebook chats with Jason Jones of the Mobility Dept are continuing and our audience is growing. As we continue to do outreach using this method, we are getting more interest from people to appear with us on the show. We are glad to be able to provide information and show how transportation is connected and important to all aspects of a full life in our Region. The forum allows us to discuss a variety of subjects that are relevant and important to our communities, we average over 100 views per show. Since the new year we have started to implement some changes, and updates to how the show is promoted and what programming looks like. I am working to promote the show in Columbia and Tillamook Counties and plan to involve leaders or public figures from across the region during the year. Have you shared a Transportation Talk show with your network of friends? Help us grow our audience and reach, join us LIVE on Facebook on Fridays at 11AM, and share to your friends on Facebook. Make sure to check it out and share it on your own page. Worried about being on Facebook Live? Talk to Tracy, Diana, or Debbie they will share how easy and fun we make it. Review some of the old shows for great information and to see how easy it is.

During March I have been continuing to attend meetings with City or County officials, as well as the school districts and park district, to make sure our elected officials are aware of Transportation Options in our Region. I also have participated in virtual discussion groups to reach out directly to the communities in our region, with focused work in the LEP population. Often people do not realize what services are available in our rural areas. Started working with OBPAC to further statewide goals for bicycle and pedestrian safety. Please go in to [www.GETTHEREOregon.org](http://www.GETTHEREOregon.org) create an account and let me know how I can help you develop some new habits for this year going forward.

### **Social Media-Get There Oregon**

- Outreach to grow NWTO users on GetThereOregon.org-LOG YOUR TELECOMMUTE!!!
- Post Safe commute information on Facebook-**Like** us at @NWTransportationOptions and **Share!**
- Live Facebook talks with Jason to highlight safe transportation, how and why to get out and about @NW\_T\_Options
- Plan series of shows to improve outreach and successful motivation from SOV for car free travel for vacation

### **Conference/Education**

- Attended trainings by ODOT, SRTS Tourism groups network, learn and encourage implementation of TO
- Attended City and County meetings to stay informed and involved in planning to keeping TO at the table
- Webinars on how to help with long term positive travel behavior changes-transit-carpool-biking
- Attended 24 hour around the world conference on Shared Mobility- "Shared Mobility Rocks"

### **Safe Routes To School**

- Get the word out about how SRTS can be part of distance learning
- Bus rides for student field trips- Students ride free, planning outreach in Spanish about this
- Working with Warrenton Middle School on Building Individual Kids Encouraging Students-BIKE program
- Joined Oregon SRTS network and attending OR cohort meetings virtually
- Working with OPBAC to include Pedestrian and Biking safety in statewide planning



**Outreach and Education**  
**March 2021 Board Report**  
**Mary Parker**

**ARCHIVES-** I have been working in our archived records which are stored in 2 storage units in Warrenton. Oregon Counties and Special Districts are required to follow the Oregon Secretary of State Administrative Rules Retention Schedule 1666-150-005. The guidelines are clear on how long specific records must be kept. A lot of our department records are blended so I am carefully going through each to make sure that we continue storing those records that we are required to keep and then purging those that are not needed. This will probably entail going through about 300 banker boxes. It will be great to clean house and be up to date.

**OUTREACH and ANNOUNCEMENTS-**

Prepared for the March Board Meeting. Prepped and distributed Board Packs and made required public announcements for the March Board Meeting.

Prepared a Press Release in English and Spanish explaining the Free Transportation for Covid 19 Vaccinations that SETD is offering. Press Releases were emailed to service agencies, medical community, radio, newspapers etc. and posted in our bus shelters.

Prepared English and Spanish posters with the new Covid Vaccine Transportation information and posted them in all of our shelters in Clatsop County.

Prepared English and Spanish posters informing public that SETD is selling KN95 masks for \$1 and posted them in all of our shelters in Clatsop County.



**Human Resources**  
**March 2021 Board Report**  
**Sue Farmer, Human Resources Manager**

**MEETINGS/TRAININGS ATTENDED:**

- Attended the Drivers Meetings on Wednesday, March 3, 2021. Provided information regarding our Employee Assistance Program (EAP) and the new Voluntary Life Insurance Option for employees that does not require a medical questionnaire. The Voluntary Life Insurance Option is available for current employees on July 1, 2021.  
Provided a training on “Understanding Passengers Who Have Experienced Trauma.”
- Attended an AccuFund meeting hosted by Finance Director Kelly Smith. The topic of discussion was how to work better with AccuFund. Kelly will be setting up trainings on reporting for Payroll and HR.
- Attended a SDAO training on HR Audits. They covered the many requirements on document retention for HR.
- Continue to remain up to date on the local, state, and national COVID-19 information and how it is impacting the workplace.

**ACTIONS:**

- Processed Executive Director Evaluation forms to the Executive Director, Board, Administrative Team and 4 Union and Non-Union employees. Evaluation forms were due on March 15, 2021. I will be organizing an appraisal of the results for the Board Executive Director Evaluation Committee. The committee will be meeting on Friday, April 2, 2021 at 7:30 a.m. via ZOOM to discuss the results of the survey. The committee will provide the Executive Director his annual evaluation at the April 22, 2021 Board Meeting.
- Conducted the annual DMV check for all bus drivers and employees required to have a CDL.
- Working diligently on the Personnel Policy revision.
- Worked with several employees and Pacific Source on FSA and HRA reimbursements.
- Prepared the agenda and minutes for the Safety Committee meeting on Wednesday, February 17, 2021.
- Prepared evaluation templates for Managers and Supervisors for Evaluations Due in March. Processed pay increases as required.
- Processed the monthly Union Report with a list of all employees eligible for Union membership.

**NEW EMPLOYEES:**

No new employees hired in February.

**HIGHLIGHTS:**

- Provided COVID vaccine information and forms to over 20 bus drivers. Executive Director Jeff Hazen worked with the County to provide vaccinations for our bus drivers. All drivers have had both doses of vaccine. We are very grateful to Jeff for his persistence on making sure our drives are protected!

**WORKPLACE DEMOGRAPHICS:**

<b>Male</b>	<b>31</b>
<b>Female</b>	<b>15</b>
<b>Hispanic/Latino</b>	<b>1</b>
<b>White</b>	<b>43</b>
<b>Two or More Races</b>	<b>2</b>

Updated: 3-16-2021