

**AGENDA  
REGULAR MEETING  
LOCAL TRANSPORTATION AUTHORITY**

**DATE:** Thursday, December 21, 2017  
3:00 P.M.

**LOCATION:** **Board of Supervisors Chambers**  
481 Fourth Street, Hollister, CA 95023

**DIRECTORS:** Chair Ignacio Velazquez, Vice Chair Jaime De La Cruz  
Directors Tony Boch, Anthony Botelho, and Jim Gillio  
Alternates: San Benito County: Mark Medina;  
City of Hollister: Mickie Solorio Luna; San Juan Bautista: Jim West

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section B. Public Comment.***

**3:00 P.M. CALL TO ORDER:**

- A. **ACKNOWLEDGE** Certificate of Posting
- B. **PUBLIC COMMENT:** (Opportunity to address the Board on items of interest not appearing on the agenda.  
No action may be taken unless provided by Govt. Code Sec. 54954.2. **Speakers are limited to 3 minutes.**)

**CONSENT AGENDA:**

*(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)*

1. **APPROVE** Local Transportation Authority Draft Meeting Minutes Dated October 19, 2017 – Gomez
2. **RECEIVE** Specialized Transportation/Jovenes de Antaño September and October 2017 Monthly Service Reports – Valentine
3. **RECEIVE** County Express/MV Transportation September and October 2017 Monthly Operations Reports – Valentine
4. **ADOPT** Resolution No. 17-08, Authorizing the Execution of a Master Agreement and Program Supplements for State-Funded Transit Projects – Valentine

5. **AUTHORIZE** Executive Director to Execute the RouteMatch Dispatch Software Mobile Data Tablets and Professional Services Order Form in the Amount of \$55,767, and Ongoing Annual Fees in the Amount of \$5,952 – Valentine
6. **Surplus Vehicles** – Valentine
  - a. **DECLARE** Two Vehicles Surplus Property to be Auctioned or Salvaged, and;
  - b. **AUTHORIZE** Executive Director to Execute all Necessary Documents to Auction or Salvage Surplus Vehicles

#### **REGULAR AGENDA:**

7. **RECEIVE** Presentation on Public Transit Partnerships with Transportation Network Companies – Valentine
8. **APPROVE** Contract between San Benito County Local Transportation Authority and Token Transit, Inc. for Pilot Software and Subscription Services – Valentine

**Adjourn to LTA Meeting on Thursday, January 18, 2018. Agenda deadline is January 02, 2018 at 12:00 p.m.**

*In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Local Transportation Authority Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.*

**San Benito County  
LOCAL TRANSPORTATION AUTHORITY  
REGULAR MEETING  
October 19, 2017 3:00 P.M.**

**DRAFT MINUTES**

**MEMBERS PRESENT:**

Vice-Chair De La Cruz, Director Boch, Director Botelho, Director Gillio, and Alternate Director Luna  
Ex Officio: Kelly McClendon, Caltrans District 5

**STAFF PRESENT:**

Deputy County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Transportation Planner,  
Veronica Lezama; Transportation Planner, Regina Valentine; Secretary, Monica Gomez

**CALL TO ORDER:**

Vice-Chair De La Cruz called the meeting to order at 4:09 p.m.

**A. CERTIFICATE OF POSTING**

*Upon a motion duly made by Director Boch, and seconded by Director Luna, the Directors unanimously acknowledged the Certificate of Posting. Vote: 5/0 motion passes.*

**B. PUBLIC COMMENT:** None

**CONSENT AGENDA:**

1. **Approve** Local Transportation Authority Draft Meeting Minutes Dated September 21, 2017 – Gomez
2. **Receive** Specialized Transportation/Jovenes de Antaño August 2017 Monthly Service Report – Valentine
3. **Receive** County Express/MV Transportation August 2017 Monthly Operations Report – Valentine
4. **Adopt** Resolution 17-06 Authorizing the Filing of a Claim for Allocation of Transportation Development Act Funds for Fiscal Year 2016/2017 – Postigo
5. **Adopt** Resolution 17-07 Approving Projects for Funding and Authorizing the Executive Director to Apply for and Accept Public Transportation Modernization, Improvements, and Service Enhancement Account Funds Totaling \$1,055,315 – Valentine

There was no public comment on the consent agenda.

*Upon a motion duly made by Director Gillio, and seconded by Director Boch, the Directors unanimously approved Items 1-5 from the Consent Agenda. Vote: 5/0 motion passes.*

6. **Receive** Report on the Performance of the County Express Shuttle Service to the San Benito County Fair – Valentine

Regina Valentine provided a report on the performance of the County Express shuttle service to the San Benito County Fair.

The Board noted that the shuttle service is a great service to the community. However, based on the historic ridership data staff provided, it did not seem feasible to continue the service in the upcoming year.

There was no public comment.

*Upon a motion duly made by Director Boch, and seconded by Director Gillio, the Directors unanimously adjourned the LTA meeting at 4:15 p.m. Vote: 5/0 motion passes.*

**ADJOURN TO LTA MEETING NOVEMBER 16, 2017.**



# Jovenes de Antaño

## Specialized Transportation Services

### Monthly Service Report - September 2017

#### WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	386	287.00	4,254	\$ 364.50	21
Senior Lunch	674	108.00	1,062	\$ -	20
Medical/Shopping Assistance	62	76.50	844	\$ 77.50	11
<b>Total</b>	<b>1,122</b>	<b>471.50</b>	<b>6,160</b>	<b>\$ 442.00</b>	

#### WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	73	38.50	672	\$ -	4
<b>Total</b>	<b>73</b>	<b>38.50</b>	<b>672</b>	<b>\$ -</b>	

#### MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	459	325.50	4,926	\$ 364.50	25
Senior Lunch	674	108.00	1,062	\$ -	20
Medical/Shopping Assistance	62	76.50	844	\$ 77.50	11
<b>Total</b>	<b>1,195</b>	<b>510.00</b>	<b>6,832</b>	<b>\$ 442.00</b>	

#### FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	1,360	951.50	13,031	\$ 1,402.75	77
Senior Lunch	2,211	364.25	3,132	\$ -	63
Medical/Shopping Assistance	277	290.00	2,969	\$ 350.00	47
<b>Total</b>	<b>3,848</b>	<b>1,605.75</b>	<b>19,132</b>	<b>\$ 1,752.75</b>	

#### VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	
734	176754
735	135477
736	95892
737	114229
738	80207
63	12813

#### ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	90	274
Unduplicated Passengers	93	303
Turn Downs		0
No Shows		3
Cancellations		0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

#### NOTES



# **Jovenes de Antaño** Specialized Transportation Services Monthly Service Report - September 2017

## OUT OF COUNTY

### ONE WAY PASSENGERS

Week of	M	T	W	TH	F	S	Total
9/1-2/2017					18	11	29
9/4-9/2017	18	19	17	20	15	19	108
9/11-16/2017	17	25	17	21	8	20	108
9/18-23/2017	16	23	19	20	16	23	117
9/25-30/2017	21	18	20	20	18		97
Total	72	85	73	81	75	73	459

### DONATIONS

	M	T	W	TH	F	S	Total
					23		23
				141.5			141.5
				4.5			4.5
				174.5			174.5
				21			21
	0	0	0	341.5	23	0	364.5

### REVENUE HOURS

	M	T	W	TH	F	S	Total
					18	7.5	25.5
			13	16	15.5	16	68
			13.5	13	15.5	13	76
			11	12	13.5	13	70.5
			13	18.5	19.5	13.5	85.5
	37.5	56.5	64.5	55	73.5	38.5	325.5

### REVENUE MILES

	M	T	W	TH	F	S	Total
					236	68	304
	128	203	200	891	69	210	1701
	236	219	187	146	62	141	991
	65	267	162	168	68	253	983
	254	199	206	219	69		947
	683	888	755	1424	504	672	4926

## SENIOR LUNCH

### ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
9/1-2/2017					44	44
9/4-9/2017	43	45	31	16	135	159
9/11-16/2017	41	32	33	24	29	159
9/18-23/2017	36	28	40	32	30	166
9/25-30/2017	38	30	34	36	32	170
Total	115	133	152	123	151	674

### DONATIONS

	M	T	W	TH	F	Total
					0	0
					0	0
					0	0
					0	0
					0	0
	0	0	0	0	0	0

### REVENUE HOURS

	M	T	W	TH	F	Total
					6	6
		7	7	6	6	26
	6	6	6.5	4.5	5	28
	5	4.5	5	5	4.5	24
	5	4.5	5	5	4.5	24
	16	22	23.5	20.5	26	108

### REVENUE MILES

	M	T	W	TH	F	Total
					47	47
		23	47	46	41	157
	49	49	33	73	59	263
	60	60	58	66	47	291
	59	60	60	64	61	304
	168	192	198	249	255	1062

## MEDICAL/SHOPPING ASSISTANCE

### ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
9/1-2/2017					4	4
9/4-9/2017	4	6	4	4	14	26
9/11-16/2017	8	4	6	8	26	52
9/18-23/2017	2				2	4
9/25-30/2017				8	8	16
Total	2	12	10	18	20	62

### FARES

	M	T	W	TH	F	Total
					5	5
		5	7.5	5	17.5	30
		10	5	7.5	10	32.5
	2.5				2.5	5
				10	10	20
	2.5	15	12.5	22.5	25	77.5

### REVENUE HOURS

	M	T	W	TH	F	Total
					6	6
		7.5	7.5	6.5	6	27.5
		8	4	6	8	26
	2				8	10
				7	8	15
	2	15.5	11.5	19.5	28	76.5

### REVENUE MILES

	M	T	W	TH	F	Total
					65	65
		146	52	60	258	466
		122	65	56	108	351
	33				33	66
				80	57	137
	33	268	117	196	230	844



# Jovenes de Antaño

## Specialized Transportation Services

### Monthly Service Report - October 2017

#### WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	397	285.50	4,592	\$ 166.50	22
Senior Lunch	750	119.50	1,145	\$ -	22
Medical/Shopping Assistance	78	122.50	871	\$ 97.50	14
<b>Total</b>	<b>1,225</b>	<b>527.50</b>	<b>6,608</b>	<b>\$ 264.00</b>	

#### WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	63	23.50	263	\$ -	4
<b>Total</b>	<b>63</b>	<b>23.50</b>	<b>263</b>	<b>\$ -</b>	

#### MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	460	309.00	4,855	\$ 166.50	26
Senior Lunch	750	119.50	1,145	\$ -	22
Medical/Shopping Assistance	78	122.50	871	\$ 97.50	14
<b>Total</b>	<b>1,288</b>	<b>551.00</b>	<b>6,871</b>	<b>\$ 264.00</b>	

#### FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	1,820	1,260.50	17,886	\$ 1,513.75	103
Senior Lunch	2,961	483.75	4,277	\$ -	85
Medical/Shopping Assistance	355	412.50	3,840	\$ 447.50	61
<b>Total</b>	<b>5,136</b>	<b>2,156.75</b>	<b>26,003</b>	<b>\$ 1,961.25</b>	

#### VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	
734	
735	
736	97244
737	116747
738	81844
63	13852

#### ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	85	359
Unduplicated Passengers	88	391
Turn Downs		0
No Shows		3
Cancellations		0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

#### NOTES



**Jovenes de Antaño**  
Specialized Transportation Services  
Monthly Service Report - October 2017

**OUT OF COUNTY**

**ONE WAY PASSENGERS**

Week of	M	T	W	TH	F	S	Total
10/2-7/2017	19	20	17	21	12	16	105
10/9-14/2017	16	20	13	17	18	14	98
10/16-21/2017	16	20	18	17	22	14	107
10/23-28/2017	24	17	19	21	19	19	119
10/30-31/2017	14	17					31
Total	89	94	67	76	71	63	460

**DONATIONS**

M	T	W	TH	F	S	Total
			64.5			64.5
						0
			64			64
			38			38
						0
						0
0	0	0	167	0	0	166.5

**REVENUE HOURS**

M	T	W	TH	F	S	Total
14	12.5	11	14	11.5	8	71
11.5	17	7	13	13	7.5	69
12	19.5	12.5	15.5	18	0	77.5
13	13	12.5	12.5	13	8	72
7	12.5	0	0	0	0	19.5
57.5	74.5	43	55	55.5	23.5	309

**REVENUE MILES**

M	T	W	TH	F	S	Total
208	134	166	265	127	73	973
204	224	58	274	212	59	1031
165	257	160	288	208	62	1140
419	169	341	179	339	69	1516
64	131					195
1060	915	725	1006	886	263	4855

**SENIOR LUNCH**

**ONE WAY PASSENGERS**

Week of	M	T	W	TH	F	Total
10/2-7/2017	36	34	42	30	36	180
10/9-14/2017	34	34	34	22	28	152
10/16-21/2017	20	32	32	28	34	146
10/23-28/2017	41	41	37	38	33	190
10/30-31/2017	41	41				82
Total	172	184	145	118	131	750

**DONATIONS**

M	T	W	TH	F	Total
					0
					0
					0
					0
					0
0	0	0	0	0	0

**REVENUE HOURS**

M	T	W	TH	F	Total
5	5	5	4.5	7.5	27
5	5	5	4.5	5	24.5
5	5	5	5	6	26
6	5.5	6.5	6	6	30
6	6				12
27	26.5	21.5	20	24.5	119.5

**REVENUE MILES**

M	T	W	TH	F	Total
51	57	59	57	37	261
59	63	49	52	48	271
33	63	46	58	81	281
49	51	49	48	35	232
49	51				100
241	285	203	215	201	1145

**MEDICAL/SHOPPING ASSISTANCE**

**ONE WAY PASSENGERS**

Week of	M	T	W	TH	F	Total
10/2-7/2017	8	2	8			18
10/9-14/2017			6	8	8	22
10/16-21/2017		6	4			10
10/23-28/2017		2	4	8	6	20
10/30-31/2017	6	2				8
Total	14	12	22	16	14	78

**FARES**

M	T	W	TH	F	Total
10	2.5	10			22.5
		7.5	10	10	27.5
	7.5	5			12.5
	2.5	5	10	7.5	25
7.5	2.5				10
17.5	15	27.5	20	17.5	97.5

**REVENUE HOURS**

M	T	W	TH	F	Total
6.5	3	5.5	5.5	3.5	24
0	0	5	6	9	20
2.5	7.5	7	0	2.5	19.5
8	10	12.5	6.5	13	50
5	4	0	0	0	9
22	24.5	30	18	28	122.5

**REVENUE MILES**

M	T	W	TH	F	Total
115	18	69			202
		114	54	90	258
	92	38			130
	36	82	48	55	221
32	28				60
147	174	303	102	145	871



# September 2017

## San Benito County Express Monthly Operations Report

Operated by MV transportation

### Year to Year comparison

	2017	2016
<b>Passengers Per Hour</b>		
Dial a Ride/Paratransit	4.60	4.21
Fixed Route Service	6.00	6.50
Gavilan Service	11.39	11.86
Caltrain Service	5.27	5.22
Greyhound Service	4.05	3.34
<b>Total Passengers</b>	<b>11,689</b>	<b>12,268</b>
<b>Total Revenue Hours</b>	<b>1,933.28</b>	<b>2,023.27</b>
<b>Passengers per Hour</b>	<b>6.04</b>	<b>6.06</b>
<b>Lift Trips</b>	<b>118</b>	<b>174</b>
<b>No Shows</b>	<b>77</b>	<b>72</b>
<b>Cancellations</b>	<b>212</b>	<b>255</b>

**WEEKDAYS September 2017**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	2,364	21	286.03	3,159	\$ 734.74	\$ 586.60	\$ 79.50	20	\$ 13,095.60
Paratransit	1,476	121	594.61	9,475	\$ 2,204.23	\$ 1,759.80	\$ 238.50	20	\$ 27,223.62
Fixed Route	2,830	16	474.02	5,374	\$ 1,538.69	\$ 314.60	\$ 10.00	20	\$ 21,702.53
Gavilan	3,420	0	300.18	6,773	\$ 3,637.76	\$ 1,085.80	\$ 220.00	20	\$ 13,743.44
Caltrain	973	0	184.52	4,436	\$ 1,419.18	\$ 100.00	\$ -	20	\$ 8,448.06
Total	11,063	158	1,839.36	29,217	\$ 9,534.60	\$ 3,846.80	\$ 548.00		\$ 84,213.26

**SATURDAY**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	84	4	17.67	294	\$ 112.55	\$ 8.80	\$ -	5	\$ 809.00
Greyhound	133	0	33.80	955	\$ 218.10	\$ 14.10	\$ -	5	\$ 1,547.50
Total	217	4	51.47	1,249	\$ 330.65	\$ 22.90	\$ -		\$ 2,356.50

**SUNDAY**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	\$ -	Service Days	Invoiced
Dial-A-Ride	61	61	12.65	185	\$ 75.15	\$ 11.00	\$ -	4	\$ 579.17
Greyhound	125	0	29.80	753	\$ 206.45	\$ 13.50	\$ -	4	\$ 1,364.36
Total	186	61	42.45	938	\$ 281.60	\$ 24.50	\$ -		\$ 1,943.53

**MONTH**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	2,509	86	316.35	3,638	\$ 922.44	\$ 606.40	\$ 79.50	29	\$ 14,483.77
Paratransit	1,476	121	594.61	9,475	\$ 2,204.23	\$ 1,759.80	\$ 238.50	20	\$ 27,223.62
Fixed Route	2,830	16	474.02	5,374	\$ 1,538.69	\$ 314.60	\$ 10.00	20	\$ 21,702.53
Gavilan	3,420	0	300.18	6,773	\$ 3,637.76	\$ 1,085.80	\$ 220.00	20	\$ 13,743.44
Caltrain	973	0	184.52	4,436	\$ 1,419.18	\$ 100.00	\$ -	20	\$ 8,448.06
Greyhound	258	0	63.60	1,708	\$ 424.55	\$ 27.60	\$ -	9	\$ 2,911.86
Total	11,466	223	1,933.28	31,404	\$ 10,146.85	\$ 3,894.20	\$ 548.00		\$ 88,513.29

**FISCAL YEAR TO DATE**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	6,249	290	999.65	10,661	\$ 2,810.89	\$ 1,460.12	\$ 227.00	90	\$ 45,767.98
Paratransit	4,457	374	1,755.24	30,704	\$ 6,747.49	\$ 4,251.68	\$ 681.00	63	\$ 80,361.91
Fixed Route	6,262	81	1,294.56	14,734	\$ 3,789.69	\$ 649.60	\$ 40.00	63	\$ 59,270.14
Gavilan	6,002	0	707.97	15,786	\$ 7,267.13	\$ 2,217.50	\$ 220.00	63	\$ 32,413.70
Caltrain	2,730	3	565.31	13,826	\$ 4,214.64	\$ 243.00	\$ -	63	\$ 25,882.15
Greyhound	818	0	191.83	5,093	\$ 1,320.51	\$ 95.00	\$ -	27	\$ 8,782.74
Total	26,518	748	5,514.56	90,804	\$ 26,150.35	\$ 8,916.90	\$ 1,168.00		\$ 252,478.62

**ADDITIONAL INFORMATION**

	Current Month	Year To Date
Lift Assisted Trips	118	370
Turn Downs	0	0
No Shows	77	214
Cancellations	6	421
Employee Hours	3,510	7,701
Vehicles - Midday	7	
Vehicles - Peak	8	

**NOTES**

Greyhound Bikes = 7 Gavilan Bikes= 32 Caltrain Bikes = 2 Fixed Route = 1

# **FIXED ROUTE PASSENGER CT**

	<b>Business</b>	<b>Clockwise</b>	<b>Counter</b>	<b>Sunnyslope</b>	<b>Southside</b>	<b>Fixed Subtotal</b>
1-Sep	23	53	48	0	5	129
2-Sep						
3-Sep						
4-Sep						
5-Sep	26	51	53	1	2	133
6-Sep	20	72	59	2	12	165
7-Sep	20	44	61	2	15	142
8-Sep	19	59	53	0	14	145
9-Sep						
10-Sep						
11-Sep	21	60	47	1	8	137
12-Sep	14	64	54	1	9	142
13-Sep	27	50	58	0	10	145
14-Sep	13	42	45	3	9	112
15-Sep	25	73	58	0	12	168
16-Sep						
17-Sep						
18-Sep	15	63	35	0	12	125
19-Sep	27	51	52	1	9	140
20-Sep	17	59	69	1	13	159
21-Sep	22	47	49	2	8	128
22-Sep	18	47	58	2	9	134
23-Sep						
24-Sep						
25-Sep	22	54	49	2	12	139
26-Sep	21	56	69	2	7	155
27-Sep	34	57	65	1	10	167
28-Sep	18	51	26	3	16	114
29-Sep	19	62	55	2	13	151
30-Sep						
1-Oct						
<b>TOTALS</b>	<b>421</b>	<b>1115</b>	<b>1063</b>	<b>26</b>	<b>205</b>	<b>2830</b>
<b>DAILY AVERAG</b>						
<b>E</b>	<b>21</b>	<b>56</b>	<b>53</b>	<b>1</b>	<b>10</b>	<b>142</b>

**October 2017**  
**San Benito County Express Monthly Operations Report**  
 Operated by MV transportation

**Year to Year comparison**

	<b>2017</b>	<b>2016</b>
<b>Passengers Per Hour</b>		
Dial a Ride/Paratransit	3.81	4.27
Fixed Route Service	6.40	6.15
Gavilan Service	11.03	10.98
Caltrain Service	4.60	5.14
Greyhound Service	3.86	3.61
<b>Total Passengers</b>	<b>12,110</b>	<b>11,734</b>
<b>Total Revenue Hours</b>	<b>2183.07</b>	<b>2,054.48</b>
<b>Passengers per Hour</b>	<b>5.54</b>	<b>5.71</b>
<b>Lift Trips</b>	<b>148</b>	<b>185</b>
<b>No Shows</b>	<b>50</b>	<b>61</b>
<b>Cancellations</b>	<b>225</b>	<b>214</b>

**WEEKDAYS      October      2017**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	2,227	8	332.73	3,528	\$ 829.22	\$ 654.75	\$ 99.00	22	\$ 15,233.71
Paratransit	1,526	81	689.43	10,582	\$ 2,487.67	\$ 1,964.25	\$ 297.00	22	\$ 31,564.86
Fixed Route	3,322	17	521.24	5,874	\$ 1,748.80	\$ 385.60	\$ 75.00	22	\$ 23,864.45
Gavilan	3,633	0	329.32	7,545	\$ 4,072.44	\$ 1,131.00	\$ -	22	\$ 15,077.59
Caltrain	997	0	216.41	5,252	\$ 1,443.37	\$ 150.00	\$ -	22	\$ 9,908.12
Total	11,705	106	2,089.13	32,781	\$ 10,581.50	\$ 4,285.60	\$ 471.00		\$ 95,648.73

**SATURDAY**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	62	5	13.70	260	\$ 83.07	\$ 6.60	\$ -	4	\$ 627.24
Greyhound	131	0	27.80	763	\$ 217.97	\$ 7.60	\$ -	4	\$ 1,272.80
Total	193	5	41.50	1,023	\$ 301.04	\$ 14.20	\$ -		\$ 1,900.04

**SUNDAY**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	\$ -	Service Days	Invoiced
Dial-A-Ride	97	11	16.54	240	\$ 111.62	\$ 9.90	\$ -	5	\$ 757.27
Greyhound	115	0	35.90	966	\$ 187.09	\$ 3.60	\$ -	5	\$ 1,643.65
Total	212	11	52.44	1,206	\$ 298.71	\$ 13.50	\$ -		\$ 2,400.91

**MONTH**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	2,386	24	362.97	4,028	\$ 1,023.91	\$ 671.25	\$ 99.00	31	\$ 16,618.22
Paratransit	1,526	81	689.43	10,582	\$ 2,487.67	\$ 1,964.25	\$ 297.00	22	\$ 31,564.86
Fixed Route	3,322	17	521.24	5,874	\$ 1,748.80	\$ 385.60	\$ 75.00	22	\$ 23,864.45
Gavilan	3,633	0	329.32	7,545	\$ 4,072.44	\$ 1,131.00	\$ -	22	\$ 15,077.59
Caltrain	997	0	216.41	5,252	\$ 1,443.37	\$ 150.00	\$ -	22	\$ 9,908.12
Greyhound	246	0	63.70	1,729	\$ 405.06	\$ 11.20	\$ -	9	\$ 2,916.44
Total	12,110	122	2,183.07	35,010	\$ 11,181.25	\$ 4,313.30	\$ 471.00		\$ 99,949.68

**FISCAL YEAR TO DATE**

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	8,635	314	1,362.62	14,688	\$ 3,834.80	\$ 2,131.37	\$ 326.00	121	\$ 62,386.19
Paratransit	5,983	455	2,444.67	41,286	\$ 9,235.16	\$ 6,215.93	\$ 978.00	85	\$ 111,926.77
Fixed Route	9,584	98	1,815.80	20,608	\$ 5,538.49	\$ 1,035.20	\$ 115.00	85	\$ 83,134.59
Gavilan	9,635	0	1,037.29	23,331	\$ 11,339.57	\$ 3,348.50	\$ 220.00	85	\$ 47,491.29
Caltrain	3,727	3	781.72	19,078	\$ 5,658.01	\$ 393.00	\$ -	85	\$ 35,790.27
Greyhound	1,064	0	255.53	6,822	\$ 1,725.57	\$ 106.20	\$ -	36	\$ 11,699.19
Total	38,628	870	7,697.63	125,813	\$ 37,331.60	\$ 13,230.20	\$ 1,639.00		\$ 352,428.29

**ADDITIONAL INFORMATION**

	Current Month	Year To Date
Lift Assisted Trips	148	518
Turn Downs	0	0
No Shows	50	264
Cancellations	225	646
Employee Hours	2,674	10,375
Vehicles - Midday	7	
Vehicles - Peak	8	

**NOTES**

Greyhound Bikes = 0 Gavilan Bikes= 45 Caltrain Bikes = 0 Fixed Route = 0

# **FIXED ROUTE PASSENGER CT**

	Business	Clockwise	Counter	Sunnyslope	Southside	Fixed Subtotal
1-Oct						0
2-Oct	20	62	52	1	9	144
3-Oct	17	67	67	1	9	161
4-Oct	35	61	73	0	11	180
5-Oct	23	43	45	0	8	119
6-Oct	27	53	70	1	10	161
7-Oct						0
8-Oct						0
9-Oct	23	67	56	2	9	157
10-Oct	23	56	57	1	7	144
11-Oct	20	78	73	1	3	175
12-Oct	27	53	60	1	9	150
13-Oct	28	60	62	1	10	161
14-Oct						
15-Oct						
16-Oct	22	54	47	1	7	131
17-Oct	21	61	55	2	4	143
18-Oct	24	59	65	2	12	162
19-Oct	19	40	56	1	9	125
20-Oct	31	50	53	0	8	142
21-Oct						
22-Oct						
23-Oct	32	67	73	2	8	182
24-Oct	20	64	58	5	13	160
25-Oct	34	74	58	0	12	178
26-Oct	19	49	49	0	12	129
27-Oct	26	37	55	1	17	136
28-Oct						
29-Oct						
30-Oct	23	57	58	1	9	148
31-Oct	23	55	60	1	12	151
<b>TOTALS</b>	<b>537</b>	<b>1267</b>	<b>1302</b>	<b>25</b>	<b>208</b>	<b>3339</b>
<b>DAILY AVERAGE</b>						
<b>E</b>	<b>24</b>	<b>58</b>	<b>59</b>	<b>1</b>	<b>9</b>	<b>134</b>

## Staff Report

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To: Local Transportation Authority  
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205  
Date: December 21, 2017  
Subject: Caltrans Master Agreement

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### Recommendation:

**ADOPT** Resolution No. 17-08, Authorizing the Execution of a Master Agreement and Program Supplements for State-Funded Transit Projects.

### Summary:

In order to receive federal and state funding for transportation projects, the San Benito County Local Transportation Authority (LTA) must execute a Master Agreement with the California Department of Transportation (Caltrans) and program supplements. Caltrans requires that the authority to sign such agreements be authorized by resolution.

### Financial Impact:

Funds available to LTA for projects covered by the Master Agreement vary.

### Discussion:

The resolution authorizes the Executive Director to execute a Master Agreement and program supplements as required by Caltrans. Once the documents are executed, LTA submits them to Caltrans and may begin invoicing for funds.

This resolution will allow the Executive Director to sign and return documents, following approval by County Counsel, without delay due to the need for further Board action.

**Staff recommends that the Board ADOPT Resolution No. 17-08.**

Executive Director Review: \_\_\_\_\_

Counsel Review: Yes

Attachments: Resolution No. 17-08



RESOLUTION OF THE SAN BENITO COUNTY LOCAL )  
TRANSPORTATION AUTHORITY BOARD OF DIRECTORS )  
AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT )  
AND PROGRAM SUPPLEMENTS FOR STATE-FUNDED )  
TRANSIT PROJECTS )

RESOLUTION NO: 17-08

**WHEREAS**, the San Benito County Local Transportation Authority may receive state funding from the California Department of Transportation (Department) now or sometime in the future for transit projects; and

**WHEREAS**, substantial revisions were made to the programming and funding process for the transportation projects programmed in the State Transportation Improvement Program, by Chapter 622 (SB 45) of the Statutes of 1997; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to execute an agreement with the Department before it can be reimbursed for project expenditures; and

**WHEREAS**, the Department utilizes Master Agreements for State-Funded Transit Projects, along with associated Program Supplements, for the purpose of administering and reimbursing state transit funds to local agencies; and

**WHEREAS**, the San Benito County Local Transportation Authority wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the San Benito County Local Transportation Authority that it hereby agrees, as the fund recipient, to comply with all conditions and requirements set forth in the agreement and applicable statutes, regulations and guidelines for all state-funded transit projects.

**BE IT FURTHER RESOLVED** that the Board of Directors of the San Benito County Local Transportation Authority hereby authorizes and directs the Executive Director to execute the Master Agreement and all Program Supplements and any Amendments thereto, for State-Funded Transit Projects located within the County of San Benito, for and on behalf of the San Benito County Local Transportation Authority, with the California Department of Transportation.



PASSED AND ADOPTED BY THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY  
on this 21<sup>st</sup> day of December 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Ignacio Velazquez, Chair

ATTEST:

Mary Gilbert, Executive Director

APPROVED AS TO LEGAL FORM:  
San Benito County Counsel's Office

By: \_\_\_\_\_

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Dated: \_\_\_\_\_

Dated: Dec. 6, 2017

## Staff Report

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To: Local Transportation Authority  
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205  
Date: December 21, 2017  
Subject: RouteMatch Dispatch Software Mobile Data Tablets Expansion

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### Recommendation:

**AUTHORIZE** Executive Director to Execute the RouteMatch Dispatch Software Mobile Data Tablets and Professional Services Order Form in the Amount of \$55,767, and Ongoing Annual Fees in the Amount of \$5,952.

### Summary:

Staff is requesting authorization from the Local Transportation Authority (LTA) Board to sign an order form to purchase 17 RouteMatch Mobile Data Tablets (MDTs), which includes ongoing fees for data plans and support and maintenance. This investment would be an expansion of the current County Express Demand Response RouteMatch dispatch software. The purchase of RouteMatch MDTs for County Express' Paratransit and Dial-a-Ride vehicles is a high-ranking, near-term technology recommendation in the LTA 2016 Short Range/Long Range Transit Plan and 2017 Transit ITS Plan.

### Financial Considerations:

As detailed in the RouteMatch Dispatch Software MDTs Order Form, there are two sets of costs for the project: Year 1 costs and ongoing fees beyond Year 1. Year 1 costs include licensing fees, project management and installation, support and maintenance, hardware, and data plans totaling approximately \$56,000. LTA was the recipient of Prop 1B Public Transportation Modernization, Improvements, and Service Enhancement Account (PTMISEA) funds to cover Year 1 costs, as reflected in the Board approved Fiscal Year 2017-18 Budget. Ongoing fees for data plans and support and maintenance would be paid beyond Year 1 totaling approximately \$6,000 annually.

### Background:

In September 2015, County Express' dispatch went "live" with a new software tool called RouteMatch to manage trip reservations and client information for the agency's Demand Response services. The RouteMatch automated scheduling management system for the Paratransit and Dial-a-Ride services has resulted in improved service efficiency and customer service.

Building upon this success, with the Board's approval staff applied for PTMISEA funding to expand the RouteMatch dispatch software with the purchase of RouteMatch MDTs. As described in

LTA's 2016 Short Range/Long Range Transit Plan and 2017 Transit ITS Plan, MDTs allow dispatch to effectively manage service operations and respond to changes on a real-time basis.

MDTs would be installed onboard each vehicle used for Paratransit and Dial-a-Ride service and include a graphic interface that shows drivers client information, all scheduled trips assigned to a driver, mapping software for locating client's destinations, and the ability to record and transmit trip level information back to dispatch (late arrival/departures, client no-shows, etc.). Also, once in place, MDTs introduce Automated Vehicle Location functionality to this portion of the County Express fleet, allowing dispatch to be able to see in real-time where fleet vehicles are located.

**Staff Analysis:**

Through the research and analysis of LTA's 2016 Short Range/Long Range Transit Plan and 2017 Transit ITS Plan, the purchase of RouteMatch MDTs to expand the RouteMatch dispatch software for the Paratransit and Dial-a-Ride services was identified as a prioritized technology investment for LTA. With this information, staff is requesting authorization from the Board to sign an order form to purchase 17 RouteMatch MDTs, which includes ongoing fees for data plans and support and maintenance.


Executive Director Review:\_\_\_\_\_

Counsel Review: Yes

Attachments: RouteMatch Dispatch Software Mobile Data Tablets Order Form

# RouteMatch

## ORDER FORM

Software Licenses			
Product	Quantity	Invoiced	Fees
RM Mobile: Vehicle Licensing	16 Vehicles	Once, upon activation	\$24,000.00
Subtotal			\$24,000.00
Professional Services			
Product	Hours	Invoiced	Fees
Project Management	110 Hours	Upon completion	\$12,100.00
Travel (Professional Services)	1 trip	Upon completion	\$1,500.00
Hardware Installation (In-vehicle Mounting System)	16 Vehicles	Upon completion	\$2,400.00
Travel Installation Services	1 trip	Upon completion	\$1,500.00
Support and Maintenance (Year 1)	1	N/A	Included
Subtotal			\$17,500.00
Third Party Hardware and Services			
Product	Quantity	Invoiced	Fees
Tablet Bundle: 8" Tablet, Hint Charger, Dock, Mount (Includes 1 Spare)	17 Units	Upon Delivery	\$11,815.00
Sygic Navigation Application	16 Units	Upon activation	\$1,300.00
Annual 10MB Monthly Verizon Data Plan (Year 1)	16 Vehicles	Upon activation	\$1,152.00
Subtotal			\$14,267.00
First Year Total			\$55,767.00
Ongoing Fees			
Support and Maintenance, beginning Year 2	1	Annually, 60 days in advance	\$4,800.00
Annual 10MB Monthly Verizon Data Plan, beginning Year 2	16 Vehicles	Annually, 60 days in advance	\$1,152.00
Ongoing Total			\$5,952.00
RouteMatch Software, Inc.		San Benito County Local Transportation Authority	
Signature: 		Signature:	
Name: Clay Davidson		Name:	

### Terms and Conditions.

- Agreement** This Order Form is entered into as of Dec. 21<sup>st</sup>, 2017 ("Effective Date") between San Benito County Local Transportation Authority ("Client") and Routematch Software, Inc. ("Company") (the "Agreement").
- Modifications.** The deliverables are subject to modifications, enhancements, additions and subtractions of functionalities, features and display form and formats, from time to time ("Modifications") at Company's sole discretion. Such Modifications shall not materially diminish the functionality of the Deliverables provided, and the Deliverables shall continue to perform according to the description of the Deliverables agreed to in a Request for Proposal in all material aspects. Company shall notify Client in writing when such modifications become commercially available, including a description of such modifications.
- Fees and Payment.** First year and Ongoing totals represent only the products and services purchased above. Any future orders may affect the First Year or Ongoing Totals. Fees may increase annually after the first year of the Term no more than 5% with 60 days advance written notice to Client. Pricing is valid for 90 days. Payment terms are net 30 days from date of invoice.
- Professional Services.** The professional services provided by Company detailed herein shall be performed: (a) in a diligent, professional and workmanlike manner in accordance with best applicable industry practices; (b) in accordance with this Order Form;

### APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy

Shirley L. Murphy, Deputy County Counsel

Dated: Dec. 15, 2017

# Routematch

(c) by experienced and qualified personnel with the proper expertise, skills, training; and (d) in accordance with all applicable laws and regulations. No duties or responsibilities are assumed by Company other than those specifically set forth in this Order Form.

**5. Feedback.** From time to time, Client may submit feedback to Company respecting its use of and interaction with the Software, in the course of its use of the Software, or while receiving hardware installation, support and maintenance, or professional services ("Feedback"). Client grants Company a perpetual, royalty-free and irrevocable right and license to freely use, reproduce, modify, adapt, publish, copy, disclose, sublicense, transmit, distribute, create derivative works from, sell and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered Client's Confidential Information, and nothing in this Agreement shall limit Company's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

**6. Publicity.** Client grants Company the right to use its company name and logo as a reference for marketing or promotional purposes on the Company website and in other public or private communications with existing or potential customers, subject to Client's standard trademark usage guidelines as provided to us from time-to-time.

**7. Right to Suspend Services.** Company may temporarily suspend access to any of the Deliverables purchased by Client immediately, without notice, only if: (a) an interruption of service is necessary to prevent or protect against fraud or otherwise protect Company's rights in the Deliverables, or its personnel, or facilities (b) Client breaches or otherwise fails to comply in any material respect with the software licensing restrictions or obligations, and it is unfeasible for Company to wait for Client to cure such a breach given the specific circumstance of such a breach; or (c) the suspension is in accordance with an order, instruction or request of a government, an emergency service organization or other administrative agency having appropriate jurisdiction. The suspension shall be without prejudice to any other right or remedy Company may have arising out of Client's uncured breach or non-compliance with this Agreement.

**8. Termination.** Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement and all licenses granted to Client under this Agreement upon written notice to the other Party (the "Breaching Party") in the event of a breach of any of the terms or conditions of this Agreement by such Breaching Party that is not cured by such Breaching Party as follows: (i) within ten (10) days after its receipt of written notice of any breach with respect to the payment or nonpayment of any fees or other monies that are due and owing under and pursuant to this Agreement; provided however, that a Breaching Party shall have the right to cure any such monetary breach only once within any twelve (12) month period; or (ii) within thirty (30) days after its receipt of written notice of any breach of any term or condition of this Agreement other than the payment or nonpayment of monies owed. Upon the termination of this Agreement for any reason, Client shall promptly pay to Company all then due and outstanding amounts owed by Client to Company under this Agreement, and all rights granted to Client shall terminate and revert to Company. Promptly upon termination of this Agreement for any reason, Client shall return or destroy, as requested by Company, all Deliverables in the possession, custody or control of Client and all other copies or materials pertaining to the Deliverables. Client agrees to and shall certify to Company in writing and under oath Client's compliance with all of the terms and conditions of this section promptly upon Company's request.

**9. Confidential Information.** During the course of this relationship, it may be necessary or convenient for a party to divulge Confidential Information (as herein defined) to the other party. The following shall apply: (a) The term "Confidential Information" means all non-public information that: (i) either party designates as being confidential information in connection with the disclosure of such information; or (ii) are of a sensitive or proprietary nature, including without limitation negotiations in progress, terms of agreements, financial data, customer lists, advertising, marketing and promotional plans, and business partner lists, including but not limited to trade secrets; and (iii) is protected from disclosure under applicable state law. (b) Confidential Information shall not include any information that (i) is at the time of disclosure or subsequently becomes publicly available without a party's breach of any obligations owed to the other party; (ii) becomes known to a party prior to disclosure of such information to a party; (iii) becomes or became known to a party without a breach of an obligation of confidentiality owed to the other party; or (iv) is independently developed by a party. (c) The receiving party shall retain in strict confidence all of the disclosing party's Confidential Information during the term of this agreement and for three years thereafter.

Notwithstanding the foregoing, Contractor shall maintain the confidentiality of any trade secrets for so long as such Confidential Information is deemed a trade secret under applicable law. (d) Notwithstanding the foregoing restrictions, the receiving party may use and disclose any Confidential Information to the extent required by an order of any court or other governmental authority, but in each case only after the disclosing party has been so notified and has had the opportunity, if possible, to seek and obtain reasonable protection for such information in connection with such disclosure. (e) All Confidential Information shall remain the exclusive property of the disclosing party and no license or similar rights of any kind shall be or be deemed to have been created or implied by this Agreement, except as otherwise expressly set forth herein. (f) The provisions of this Section shall survive and be enforceable beyond the termination or completion of this Agreement for the period set forth in this Section.

**10. Indemnification.** Company agrees to indemnify, hold harmless and defend the Client and its directors, officers, agents and employees from and against any claims, liabilities, losses, damages, proceedings or actions (whether pending or threatened) including reasonable attorneys' fees, related to or arising out of: (i) its gross negligence or willful misconduct; (ii) breach of confidentiality; (iii) breach of this Agreement; or (iv) breach of applicable law. Either party shall give the other party reasonable notice of any such claim, loss, action, damage, expense or other liability.

**11. LIMITATION OF LIABILITY.** THE CUMULATIVE LIABILITY OF COMPANY TO CLIENT RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING ANY CLAIMS OR CAUSES OF ACTION IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR



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OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID BY CLIENT TO COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY; OR ANY INDIRECT, PUNITIVE INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CLIENT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGED

## SOFTWARE END USER LICENSE AGREEMENT

- 1. License.** Company grants Client a non-exclusive, non-transferable, limited, revocable, right and license to install and use the Company's commercially available software products ("**Software**") purchased by Client in an applicable Order Form (the "**License**") for its own internal business use in strict accordance with this Agreement. Any re-sale, sublicense, distribution in whole or in part is prohibited. The Software is made available on a limited license basis, and no ownership right is conveyed to Client, irrespective of the use of terms such as "purchase" or "sale". Company has and retains all right, title and interest, including all intellectual property rights, in and to the Software and Documentation. Except as set forth above, nothing contained in this Agreement shall be construed as conferring buy implication, estoppel or otherwise any license or right under any trade secret, patent, trademark, copyright or other intellectual property right of Company. All licenses not expressly granted by Company are reserved.
- 2. Documentation.** Company grants Client a non-exclusive, non-transferable, limited, revocable, internal right and license to Client to access and use the Company's user manuals, user guides, flip books, pocket guides, videos, web training, checklists, presentations and all other product documentation and instructions made available to Client relating to its use of the Software (collectively, the "**Documentation**"). Customer may make and distribute copies of the Documentation for use by Users in connection with use of the Products and Services in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation must contain the same copyright and other proprietary notices that appear in the Documentation.
- 3. Authorized Users.** Client may designate as many employees to use the Software as purchased in an applicable Order Form (each, an "**Authorized User**").
- 4. Authorized Vehicles.** Client may manage as many vehicles with each item of the Software as indicated in an applicable Order Form (the "**Vehicles**").
  - (a) Client has the right to
    - (1) for the purpose of serving its internal business needs, store, install and allow its Authorized Users to access the Software, either through an internal network using computers and software that meet the system requirements appearing herein, or via the internet from a Company hosted server;
    - (2) store the Software's machine-readable instructions or data in, transmit it through, and display it on machines associated with computer(s) which conform to the system requirements set forth in the Agreement;
    - (3) make one copy of the Software in machine-readable, object code form, for nonproductive backup purposes only with Company's proprietary legend; and
    - (4) make copies of the Documentation, but no more than the amount reasonably necessary for internal reference in connection with Clients Authorized Users use of the Software.
  - (b) Client shall not:
    - (1) Otherwise copy, change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software or Documentation;
    - (2) directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software or Documentation: or separate the components of the Software or Documentation;
    - (3) copy or provide any third party with access to or use of any of the Software or Documentation without the prior written consent of Company;
    - (4) remove any trademark notice, copyright, or other restrictive legend from any material contained in or on the Software or Documentation
    - (5) publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or
    - (6) use any trademarks, service marks, or logos of Company without advance, written permission.
    - (7) transfer any of Client's rights or obligations under this Agreement without the advance, written consent of an officer of Company. In the case of such an assignment, Client shall:
      - i. keeps no copies of the Software or Documentation;
      - ii. transfers Client's entire rights and obligations under this Agreement;
      - iii. ensure the transferee agrees in writing to the terms and conditions of this Agreement.

After any assignment in compliance with this section, after which time Client shall no longer have the right to use the Software or documentation. Any attempted transfer or assignment of any of Client's rights or obligations under this Agreement without Company's

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advance written consent shall be null and void.

**5. Hardware Requirements.** Client is responsible for providing all necessary hardware and software required to access and use the Software, consistent with the specifications provided to it from time to time. Future versions of the software may require increased processing capacity and updated operating systems. Client is responsible for complying with the then current technical requirements.

**6. License to Client Data.** Client hereby grants Company a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data of Client, its customers, and its users, that is submitted or imported by it into the Software in connection with its use of the Software (collectively, "Client Data") solely and only as necessary for the limited purpose of the Software performing the services. Client shall own and retain all right, title and interest in and to the Client Data.

**7. Limited Warranty.**

- (a) Company warrants for a period of ninety (90) days following the installation of the Software (the "Warranty Period") that it shall substantially conform in all material respects to the specifications set forth in the Documentation for the version or release level of the Software installed for Client.
- (b) This limited warranty does not apply to: (i) Software that has been repaired, installed, maintained or modified by persons other than Company or its authorized agents; (ii) Software that has been damaged as a result of any misuse, accident, Client negligence, use within any application or system for which the Software was not designed or intended, or any other cause other than ordinary use; (iii) Software that has been damaged due to improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, other irregularities or water damage, and Software that has been subjected to abnormal physical or electrical stress; or (iv) Software that has been damaged by third party software or software drivers. This limited warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and the Documentation in an operating environment in compliance with the specifications and requirements.
- (c) Client's sole and exclusive remedy for breach of this warranty and Company's entire obligation hereunder shall be to repair or replace any nonconformities in the Software. Company's obligation to do so shall only arise if Client has notified Company of such nonconformity in writing within the Warranty Period and the nonconformity can be verified. In the event that Company does not correct a material nonconformity after it has made an economically reasonable effort to do so, or if Company determines that it is not economically reasonable to make such correction, Client's exclusive remedy shall be a reduction in the license fee paid by Client for the nonconforming Software proportionate to the impact on the operation of the Software.
- (d) EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS BASIS", AND COMPANY AND ITS THIRD PARTY SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, MERCHANTABILITY, OR SATISFACTORY QUALITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY COMPANY OR ANY OF ITS AGENTS, EMPLOYEES OR THIRD-PARTY PROVIDERS SHALL CREATE A WARRANTY, AND CLIENT IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. CLIENT MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. COMPANY SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF COMPANY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER COMPANY NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE PRODUCTS WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, APPLICATIONS, UTILITIES, MEMORY RESIDENT PROGRAMS, OR DATA; (C) THE PRODUCTS AND ANY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.
- (e) Company assumes no responsibility for the use of superseded, outdated, modified, combined or uncorrected versions of the Software. The warranty stated in this section does not apply should the Client reject or not use any previously provided Software corrections, updates, patches, or modifications supplied or made available to it.

**8. Proprietary Rights and Restrictions.** The Software and Documentation is the sole property of Company and contains copyrighted, confidential and trade secret information which may not be disclosed to any third parties absent advance, written consent of Company. Client shall keep the Software and Documentation free and clear of all claims, liens and encumbrances of any nature whatsoever. Client shall take all reasonable measures necessary to protect and maintain the confidential and proprietary character of the confidential information, Software and Documentation.

**9. Further Restrictions.** Client may not use the software to: (i) provide competitive information about RouteMatch or its third party suppliers to anyone; (ii) create or assist in the creation of a digital map database of any kind; (iii) assist or use in in-flight navigation.

**10. Intellectual Property Infringement.** If a third party claims that the Software, or Documentation infringe any patent, copyright, trade secret, or any similar intellectual property right, Company shall defend Client against such claim at Company's expense and shall pay all damages that a court finally awards, provided that Client promptly notifies Company in writing of the claim, cooperates fully with Company in the defense of any such claims, and cooperates with Company in the defense thereof and/or any related settlement

# RouteMatch

negotiations. If such a claim is made or appears possible, Company will, at its sole option and expense, either: (1) procure for Client the right to continue using the Software Users Manuals, and/or Deliverables; (2) replace or modify the Software Users Manuals, or Deliverables so that it becomes non-infringing; or, (3) if it is not possible or in Company's sole discretion is not economically feasible for Company to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to Client the unused portion of the applicable license fee amortized over a five (5) year period from the Effective Date and any annual technical support fees paid by Client for the remainder of the then current Term for such technical support services. Company shall have no obligation for any claim based on Client's modification of the Software or Client's unauthorized use of the Software, including, but not limited to, the combination, operation or use of the Software with any product, data or apparatus not specified or provided by Company. THIS PARAGRAPH STATES COMPANY'S ENTIRE OBLIGATION TO CLIENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

**11. License to Resulting Data.** Company may collect and store analytical and usage data arising out of Client's use of the Software ("Analytic Data"). Client grants to Company a limited, non-exclusive, perpetual, worldwide, royalty-free license to use, copy, transmit, sub-license, index, model, aggregate (including with other customers' data), publish, display and distribute any anonymous information derived from Analytic Data collected during the term of the Agreement solely for (i) purposes of providing services to Client (including providing to third parties, as necessary), and (ii) benchmarking, analysis, improvement, reporting on, promotion of and further development of the Software. Company shall not use or disclose the Analytic Data in a manner which would identify Client without its advance written permission. Company shall store all collected data in compliance with all applicable laws. Upon written request from Client, Company shall to the extent such Analytic Data specific to Client is collected and available, make such data available to Client, and such data shall be held by Client in accordance with the confidentiality obligations in this Agreement.

**12. Export Control Laws.** The Client shall not export or re-export the Software, any part thereof, to any country, person or entity subject to United States export restrictions. Furthermore, Client agrees to comply with all of the export and re-export restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped.

**13. Government Entity Rights.** When applicable, use, duplication or disclosure of the Software and Documentation by certain Federal Government Clients is subject to rights and restrictions set forth in DFARS 252.227-7013, FAR and 48 CFR 52.227-19. In case of conflict between any of the FAR and/or DFARS that may apply to the Licensed Product, the construction that provides greater limitations on the Government's rights shall control. Manufacturer of certain components of the Software is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643.0330. The Licensed Products are © 2006-2017 by TomTom. ALL RIGHTS RESERVED.

For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Software is a trade secret and a proprietary commercial product and not subject to disclosure. If Client is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Client hereby agrees to protect the Software from public disclosure and to consider the Software exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Software. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Software shall be terminated and considered immediately null and void. Any copies of the Software held by Client shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Software shall immediately be destroyed.

**14. Included open source components.** Portions of the Software may use or contain open source software components and programs. In such cases, the use of the Software shall be additionally governed by the terms of any open source licenses embedded therein. The list of open source software and license terms is available at [https://www.routematch.com/RM\\_3rd\\_Party.pdf](https://www.routematch.com/RM_3rd_Party.pdf).

## HARDWARE TERMS AND CONDITIONS

Company shall deliver to Client the electronic devices, cradles, and mounts, as set forth in an applicable Order Form (the "Hardware").

**1. Installation.** As set forth in an applicable Order Form Company shall provide installation services itself, or arrange for a qualified third-party installer to install the purchased Hardware in the Vehicles.

**2. Warranties.** Company shall provide Client with the standard manufacturer's warranties for each piece of Hardware it purchases, unless otherwise specified. Company shall also provide a one-year warranty on the Hardware if any installation is proven to be defective. The warranty set forth within this section applies separately to each installation performed and shall begin immediately upon completion of the applicable installation(s). Before making a warranty claim, Client shall troubleshoot the issue internally under its standard operating procedures. This warranty does not include warranty on hardware-related labor issues, such as, but not limited to, repair of internal circuitry of the Hardware. If necessary Client shall be responsible for removing any Hardware from its Vehicles and shipping such Hardware to Company at Client's expense and at Company's direction. If the warranty claim is not covered by the Company one year warranty, and Client wants the Hardware repaired by Company, it shall pay Company its then current rate for such services.

**3. Excluded Damages.** The following damages to the Hardware are not covered by Company's one-year warranty:

- cosmetic damages to Hardware such as scratches, chips, dents, broken plastic, or other normal wear and tear;
- those caused by accident, abuse, misuse, liquid contact or submersion, fire or other external or environmental causes;
- those caused by operation of the hardware outside of / in opposition to / the Documentation;
- those caused by the Licensee's pre-existing technology infrastructure, including but not limited to, wiring designs, harnesses and installations, and its own information technology network and facilities;
- those caused by computer viruses, malware, internet connection, or cellular data plan;



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- those caused by repair or modification to Company installed equipment besides Company;
- hardware malfunctions occurring after expiration of the manufacturer's warranty;
- any damages that Client cannot expressly detect and attribute to the work performed by Company.

## SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

Company shall provide customer support and maintenance services as purchased in an applicable Order Form, as follows:

1. **Live Support.**
  - (a) Toll-free technical support by phone and email, twenty-four (24) hours a day, seven (7) days a week.
  - (b) Customer Support personnel shall be available for live consultation from 6:00 AM – 8:00 PM (EST) and shall, within two (2) hours: (i) return all calls made to Company's support line, (866) 653-3629; (ii) provide a response to all emails to support@Company.com; and (iii) respond to all cases submitted to the "Report a Case" functionality in my.RouteMatch.com.
  - (c) Two (2) Customer Support team members shall be available from 8:00 PM – 6:00 AM for after-hours phone, email, and my.RouteMatch.com support. During such times, an available Customer Support team member shall be informed of incoming calls, emails, and my.RouteMatch.com cases via the team member's mobile device. Within two (2) hours after an Authorized User has left a message, a Customer Support team member shall initiate a support event and email an alert notification to Client containing a unique tracking identification number.
2. **Updates.** All Updates to the Deliverables, if any, free of charge during including all software patches, documentation updates, user manual updates and other updates to the Documentation, which shall be delivered to Client via electronic transmission or other mutually agreed to means.
3. **Customer Support Website.** Access through a unique, secure password to Company's customer support website located at my.RouteMatch.com. This website is maintained for Clients only and contains information regarding the Software, Services, and other helpful information. It provides access to the most up-to-date documentation, new case submittal forms, and available releases. Clients submitting cases or requests through my.RouteMatch.com receive confirmation of receipt within one (1) business hour of submittal
4. **User Groups.** Access to participate, free of charge, in regional user groups for Client's region, if available.
5. **On-Line Training Sessions.** Authorized Users may jointly participate in up to five (5) web-based, on-line training sessions to be held on up to five (5) separate occasions per year. Upon Client's request, Company shall host the five (5) afore-mentioned training sessions on the subject matter requested by Client at a mutually agreed upon date and time.
6. **Scheduled Web Training Classes.** Invitation and access for Client's Authorized Users may jointly participate in all regularly scheduled Web-training classes that Company conducts each year of the Term. Company shall routinely publish a schedule of available training classes and subjects on the CSW. Premium Technical Support & Maintenance customers may purchase additional classes at the then applicable rate.
7. **Annual User Conference.** Invitation and access to Company's annual users conference ("User Conference") at a site selected annually by Company. Company encourages Clients to participate in this exciting and informative event. Up to two (2) of Client's Authorized Users may attend the User Conference each year, free of charge. Company invites additional personnel of Client to attend the annual User Conference at half off the standard retail price of five hundred ninety-five and 00/100 dollars (\$595.00) per employee, or two hundred ninety-seven and 50/100 dollars (\$297.50) per employee. Company has no obligation to pay for any of Client's attendees' expenses or costs to attend the User Conference (including, without limitation, travel, lodging, meals, and entertainment costs) which shall be borne entirely by Client.
8. **Upgrades.** RouteMatch shall provide upgrades and patches delivered via electronic transmission free of charge during the period in which Licensee is current on payments for Support & Maintenance.

## RM MOBILE SERVICES TERMS AND CONDITIONS

When purchased by Client in an applicable Order Form, Company shall provide Client access to the RM Mobile software module which connects to and uses the Software over a third-party data network with in-vehicle, mobile data devices under the following terms and conditions:

1. **Functionality.** RM Mobile provides real-time mobile data and vehicle tracking system that facilitates communication between drivers and dispatch that has the below-listed functionality:

- ☐ Provides route information;
- ☐ Automatic vehicle location and playback;
- ☐ Automated dispatching;
- ☐ Mobile Data Communication;
  - Navigation – Google or Offline, Static Maps;
- ☐ Log Arrivals/No Shows/Depart events;
- ☐ Two Way Messaging;
- ☐ Real Time Manifest Modifications;
- ☐ Group Arrive;
- ☐ Pre/Post Check List;

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- ☑ Fare Collection;
- ☑ Real Time Data Collection;
- ☑ Customizable Prompts;
- ☑ Vehicle in Motion Blocker;
- ☑ Electronic manifests;
- ☑ Estimated time of arrival;
- Real-time trip verification;
- ☑ Event history reporting, including breaks, run starts and stops and individual trips;
- ☑ Message and alert center.

**2. Network Use and Access.** Company shall provide Client with access to a third-party network to connect and use tablet devices in coordination with the Software ("**Network**"). Use of the Network is subject to a maximum usage per month or year (as measured in megabytes of gigabytes) as set forth in an applicable Order Form ("**Data Maximum**").

# Route**match**

- 3. Data Overages.** If the Data Maximum is exceeded (each occurrence, an "Overage"), Client shall pay Company the per megabyte or gigabyte overage rate as charged at the prevailing rate by the third-party carrier at that time within thirty days of receipt of Company's invoice for each such Overage. To protect Client from Network Overage charges, if a device experiences an Overage, Company may prevent continued use of such device by instructing Client to discontinue use of such device or by using a "lock-down application" to "lock down" the device until Client pays Company for such Overage.
- 4. Offline Mapping and Lock-Down Applications.** To prevent Overages, Company may install, for each Vehicle Device, (i) an offline mapping solution to serve as Client's exclusive mapping application (the "Offline Mapping Application"), and/or (ii) a mobile device management application or other "lock-down application".
- 5. Availability.** The Network uses radio and data transmission technologies that may be subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, performance of devices using the software, governmental regulations, system limitations, maintenance or other conditions or activities affecting Network operation. Not all Network features may be available in all areas. The Network is only available within the applicable calling plan coverage area and within the operating range of the wireless systems.
- 6. Permitted Use and Fraud.**
- (a) Client shall not use the Network for remote medical monitoring without Company's prior, express written consent. None of the devices using the Network may be permanently located in a roaming area of the Network provider.
  - (b) Client shall obtain Company's prior, express written consent before it makes any attempt to install, deploy, or use any regeneration equipment or similar mechanism (e.g. a repeater) to originate, amplify, enhance, retransmit, or regenerate wireless service or the Network. Company may terminate Client's lines or this Agreement if Client violates this subsection.
  - (c) Client shall use Network only for lawful purposes and shall not send or enable via the Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Customer engage in any mail-bombing or spoofing via Network. Client is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Network
- 7. Maintenance.** Company may limit access to the Network in order to perform maintenance to the service and will use reasonable efforts to provide Client with prior notice of such maintenance. With reasonable advance notice, Company has the right to modify and reconfigure the Network as it deems necessary to enhance Client's experience or to safeguard Network
- 8. Suspension.** Company may suspend or terminate Network service to affected lines if Client uses the Network or devices using the Network: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on the Network, operations or customers of Company or the Network provider.
- 9. Force Majeure.** Any failure of the Network hereunder shall be excused if caused by any force majeure event (including, without limitation, any severe weather condition, fire, earthquake, riot, war, or insurrection) or by failure of a third-party Network provider serving a particular area, power failure, national emergency, strike, or other labor disturbance.
- 10. Limitation of Liability.** Company and the third-party Network providers, and each of its affiliates, officers, directors, employees, and other personnel (collectively, the "Company Parties") shall have no liability to Client:
- (a) For any causes of action, losses, or damages of any kind whatsoever arising out of: (a) mistakes, omissions, interruptions, errors, or defects in furnishing wireless service; (b) failures or defects in the underlying Network provider's systems; or (c) disabling of related equipment;
  - (b) For any injury to persons or property, losses (including any loss of business), damages, claims, or demands of any kind or nature, including, without limitation, use or inability to use the Network, reliance by Client on any data provided or obtained through use of the Network, any interruption, defect, error, virus, or delay in operation or transmission, any failure to transmit or any loss of data arising out of or in connection with this schedule. In no event shall Company Parties be liable for losses, damages, claims, or expenses of any kind arising out of the use or attempted use of, or the inability to access, life support or monitoring systems or devices, 911 or E911, or other emergency numbers or services.
- 11. NO THIRD-PARTY WARRANTY.** CLIENT EXPRESSLY UNDERSTANDS IT HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING NETWORK PROVIDER OR ITS AFFILIATES OR CONTRACTOR AND THAT CLIENT IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN COMPANY AND THE UNDERLYING NETWORK PROVIDER. IN ADDITION, THE CLIENT ACKNOWLEDGES AND AGREES THAT THE UNDERLYING NETWORK PROVIDER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CLIENT AND CLIENT WAIVES ANY CLAIMS OR DEMANDS THEREFOR.

## Staff Report

To: Local Transportation Authority  
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205  
Date: December 21, 2017  
Subject: Surplus Vehicles

### Recommendation:

- a. **DECLARE** Two Vehicles Surplus Property to be Auctioned or Salvaged.
- b. **AUTHORIZE** Executive Director to Execute all Necessary Documents to Auction or Salvage Surplus Vehicles.

### Summary:

Two transit vehicles have been identified by staff to be declared as surplus vehicles to be auctioned or salvaged as they can no longer used in transit operations. These older, high-mileage vehicles have exceeded their useful life requiring excessive costly repairs.

### Financial Analysis:

Staff anticipates less than \$1,000 in revenue if the vehicles are auctioned or salvaged. Staff will determine whether to auction or salvage the vehicles to yield the highest return for the Local Transportation Authority (LTA).

### Staff Analysis:

Once a transit vehicle has reached its useful life, the LTA may declare the vehicles as surplus property. Minivans are eligible for surplus when the mileage has reached 100,000 or 4 years and medium vehicles at 150,000 miles or 5 years. The following vehicles are no longer used in transit operations and are eligible to be declared as surplus property:

Bus Number	VIN (last 5 digits)	Vehicle Year/Make	Passenger Capacity	Mileage
52	13647	2008 Starcraft Allstar	12A/2WC	257,938
734	38515	2008 Chevy Uplander	5A/1WC	177,447

A = Ambulatory, WC = Wheelchair

Executive Director Review: \_\_\_\_\_

Counsel Review: N/A

## Staff Report

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To: Local Transportation Authority  
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205  
Date: December 21, 2017  
Subject: Public Transit Partnerships with Transportation Network Companies

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### Recommendation:

**RECEIVE** Presentation on Public Transit Partnerships with Transportation Network Companies

### Summary:

In response to a request from the Board, staff has worked with MV Transportation, the contractor for LTA's County Express service, to conduct preliminary research on the public transit partnerships with Transportation Network Companies (TNCs), such as Uber and Lyft.

### Financial Considerations:

The financial impact at this time is unknown.

### Background:

In the recent past, public transit agencies across the U.S. have turned to technology to improve customer service such as the use of social media to distribute schedule information, dispatching software to reduce ride times, and electronic fare collection systems to streamline boarding. Although this has been the case, due to the fast pace of technological changes communities are on the verge of a complete transformation of how people move around. The future of transportation, including public transit, is shared mobility, electrification, and autonomous vehicles. For this reason, the Local Transportation Authority (LTA) must prepare for this transportation revolution, which could include future partnerships with TNCs.

### Staff Analysis:

When exploring potential partnerships with TNCs, a transit provider must analyze the structural differences between itself, a public agency, and TNCs, private companies, to determine how they might be able to work together. Many questions need to be researched, including:

- How do the regulations of TNCs align or conflict with those of public transit?
- Who is liable if an issue arises while a rider is using the service?
- Would the service be equitable and accessible to people with disabilities?
- How would riders without smart phones or credit cards be able to use the service?
- Will the service help meet the needs of the community, including during off peak hours?

- Do we have enough TNC activity in our community for it to be effective?
- Will the service maintain reasonable levels of ridership?
- Would offering the service result in trips being shifted from the more-costly public transit demand-response service? Or would it instead encourage people to ride who would have otherwise walked or biked to get to their destination?
- Will the TNCs be willing to share usage data, data that is often cited as propriety?
- How sustainable are TNCs considering they are heavily subsidized by venture capital?

LTA is currently in the process of procuring service operators for its County Express and Specialized Transportation services with new contracts to be effective January 1, 2019. The largest project milestone, the Transit Services Operations Requests for Proposal, is anticipated to come to the LTA Board for approval for release in April 2018 with contract award in October 2018.

Following approval and implementation of the new contracts and service parameters, LTA staff will be able to begin the local research needed to consider pursuing partnerships with TNCs, possibly funded through the submission of a Caltrans Transportation Planning Grant.

Representatives of MV Transportation, the contractor for LTA's County Express service, will make a presentation to the LTA Board at the December meeting to provide a general overview of ways that public transit agencies are beginning pilot partnerships with TNCs.

Executive Director Review:\_\_\_\_\_

Counsel Review: N/A

Attachment: Integrating Mobility Options into Traditional Transit Presentation

# Integrating Mobility Options Into Traditional Transit

Presentation to the  
San Benito Local Transportation Authority (LTA) Board



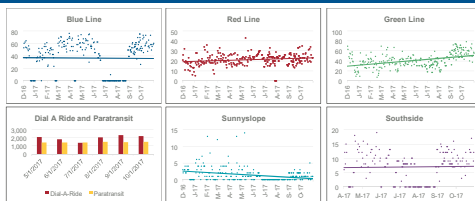
## County Express

- 3 Fixed Route Lines
- Intercounty service to Caltrain, Gavilan College, and Gilroy Greyhound
- Paratransit & General Public Dial-A-Ride
- 126K+ passengers annually



## Current Operations

- Potential uses for non-dedicated services:**
- Low ridership on school runs could provide potential opportunity to outsource
  - Growth on Green Line may provide opportunity to realign resources
  - Dial-a-Ride ridership fluctuates while paratransit has remained stable. There may be opportunity to even out dedicated resources by outsourcing some work to a non-dedicated provider
  - Additional detailed analysis is required.



## New Options in Mobility

- Outsource paratransit/DAR trips to non-dedicated services
- Voucher service that allows passengers to use subsidy money to "Upgrade" service
- First Mile Last Mile Services
- Trim fixed routes based on ridership, replace with smaller vehicles or rideshare opportunities
- Point to point autonomous shuttles to feeder services



## Taxi versus TNC

- TNC/TCP
  - > Provide prearranged transportation
  - > Operate under authority from the CPUC
  - > Driver must have a completed waybill in his or her possession at all times during the trip
  - > Do not use meters and top lights
- Taxis
  - > Provide transportation "at the curb"
  - > Are licensed and regulated by cities and counties
  - > Use meters and Taxi Lights

"Based on the information above, it may seem that there is little or no difference between a charter-party carrier/TNC and a taxicab. In fact, the two are separate and distinct types of transportation. A charter-party carrier/TNC may not operate as a taxi, or advertise as to indicate that it provides taxicab service. Taxis are licensed and regulated by cities and counties, while charter-party carriers/TNCs operate under authority from the CPUC, subject to the Public Utilities Code and CPUC regulations. Taxis have meters and top lights; charter-party/TNC vehicles do not have either one. The most important operational difference is that TCP/TNC transportation must be prearranged. Taxis may provide transportation "at the curb", that is, a customer may arrange that transportation by simply hailing a cab from the sidewalk. All transportation performed by charter-party carriers/TNC must be arranged beforehand, and the driver must have a completed waybill in his or her possession at all times during the trip."

[http://www.cpuc.ca.gov/uploadedFiles/CPUC\\_Public\\_Website/Content/Licensing/Transportation\\_Network\\_Companies/BasicInformation/crTNCPa\\_1615.pdf](http://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/Licensing/Transportation_Network_Companies/BasicInformation/crTNCPa_1615.pdf)



## Taxi vs. TNC: Regulation and Definition

### California Regulates Taxi Service at the City & County Level

- For Hollister, this is governed by Ordinance No. 1090, conferring administrative authority to the Police Chief.

### CA PUC Defines and Regulates Transportation Network Companies

- "[TNCs] provide prearranged transportation services for compensation using an online-enabled application or platform (such as smart phone apps) to connect drivers using their personal vehicles with passengers."





## Lyft Service area coverage




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## Overview of Regulations

Taxi	TNC
<ul style="list-style-type: none"> <li>• DOT Drug Testing</li> <li>• Fingerprinting</li> <li>• Clean DMV Record</li> <li>• Background Checks</li> <li>• Annual Vehicle Inspections performed by Police Department</li> </ul>	<ul style="list-style-type: none"> <li>• Zero tolerance policy for D&amp;A, no testing required</li> <li>• Clean DMV record</li> <li>• National background Checks</li> <li>• 19-point vehicle inspection provided by TNC or designee</li> </ul>




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## Using TNCs In Traditional Transit

- Opt-In Programs & Pilots
  - > Allows passengers to sign a waiver acknowledging variance from FTA requirements
- Riders Choice options
  - > Allows passengers to select provider delivering services
- Non-FTA funded programs
  - > Allows use of TNCs in alternative transit applications




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## Integrating TNCs: Risks

- Drivers are independent contractors
  - > Do not drug test
  - > Do not perform DOT physicals
  - > Do not mandate training for drivers
  - > Do not require drivers to assist passengers in an out of the vehicle
  - > Perform background checks to their own specifications
- Services use personal vehicles
  - > Vehicles inspected pursuant to state requirements only
- Use electronic faring
- Require the use of smartphones
- Limited reporting available



## FTA guidelines

- Transit agencies can have more than one ride sourcing company, where the passenger can choose which company to ride with, then providers exempt from FTA regulations are permitted to operate service
- The Passenger must have a choice of providers, and that choice must have no influence from the transit agency

"If, on the other hand, the transit system uses more than one ride-sourcing company (i.e., Uber, Lyft, and the local cab company), and the passenger chooses one, the companies are exempt from FTA regulations. In this case, the transit system cannot anticipate which carrier will be selected and therefore, it would be practically impossible to impose the regulations on multiple carriers. Even though the subsidy may be paid directly to the service provider, the choice of who provides the trip and gets the subsidy is ultimately the passenger's choice with no influence or direction from the transit system. The rules governing ride-sourcing are consistent with FTA's rules for taxicabs."



## FTA guidelines

- Pilot programs are exempt from FTA drug and alcohol rules requirements if:
  - > The public transit agency is subsidizing
    - first mile/last mile service,
    - offering same day ADA paratransit service, or
    - other service as a pilot program (for up to one year)
  - > There are no FTA funds in either the vehicles or the operations of the service

"The FTA has determined that if a public transit agency is subsidizing first mile/last mile service, offering same day ADA paratransit service, or other service as a pilot program (for up to one year) and there are no FTA funds in either the vehicles or the operations of the service, then the drug and alcohol rules do not apply, even if the public transit agency is contracting with only one ride-sourcing or one taxicab company. If the transit agency continues to subsidize the service beyond one year, the transit agency must either expand its list of providers such that the taxicab exception applies, or incorporate the drivers of the ride-sourcing company into the drug and alcohol programs."



## Steps to Determine Viability

- Review Dial A Ride Trip Data
  - > Determine whether addition of TNC service will optimize performance
- Review fixed routes' ridership patterns by hour of day
  - > Determine whether there is an opportunity to shorten the route and replace with first mile last mile service
- Review school routes to determine opportunity for outsourcing



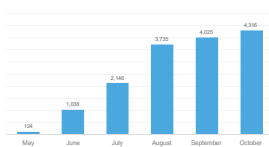
## Example: Dallas Area Rapid Transit

- Integration of Lyft to provide same day service, funded separately from FTA money
- MV's call center schedules "pilot user" trips on Lyft routes during peak times
- MV dispatcher, based in call center:
  - > Enters trips from the Lyft Routes into Lyft's Concierge booking system
  - > Monitors all Lyft Trips, and associated reporting
  - > Reconciles trips in Trapeze

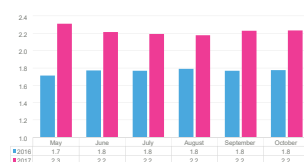


## Example: Dallas Area Rapid Transit

Trips per Month  
(Pilot began 5/22/17)



Average Number of  
Trips per Distinct Rider



## How a TNC Pilot Works

- MV will use a B2B platform to schedule trips with TNC services
- For paratransit:
  - > Schedule a route to be outsourced to TNC
  - > Transpose those trips into the B2B platform
  - > Monitor, manage, and reconcile service
- For fixed route:
  - > Preschedule a fixed shared ride service (provided by MV or TNC)
  - > Issue coupon program for first mile last mile service
  - > MV will monitor manage and reconcile services
- To move to permanent (non-pilot) service:
  - > County would determine whether a waiver is required by the FTA
  - > Alternatively non-federal funds could be used to fund the pilot



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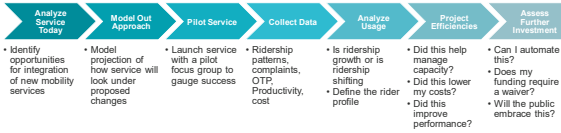
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## Steps to Integrate New Mobility



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## Staff Report

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To: Local Transportation Authority  
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205  
Date: December 21, 2017  
Subject: Token Transit Pilot Program

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### Recommendation:

**APPROVE** Contract between San Benito County Local Transportation Authority and Token Transit, Inc. for Pilot Software and Subscription Services.

### Summary:

Staff is requesting authorization from the Local Transportation Authority (LTA) Board to enter into contract with Token Transit for a one-year pilot program to offer a mobile ticketing fare option for County Express riders. The availability of mobile ticketing for County Express would help address the high-ranking technology requests for the ability to buy fare media online, the ability to pay fares electronically, and having more places to buy fare media, captured during the public outreach portion of the Transit ITS Plan completed in March 2017.

### Financial Considerations:

To cover costs including credit card processing fees, Token Transit charges 10% of the final transaction value for each fare purchased through their app over \$2.00. For all transactions less than \$2.00, the fee is \$.06 + 7%. LTA will not incur any costs for app development, software updates, marketing asset designs, and basic data reporting and integration.

In analyzing the feasibility of working with Token Transit to offer mobile ticketing for County Express transit service, staff calculated the anticipated cost over the length of the one-year pilot. Using the amount of fare collected in Fiscal Year 2016-17 as the base and assuming a range of fares purchased through the app between 10% to 50% of total fares, staff projects the service will cost between \$1,540 to \$7,700 at the Token Transit 10% service rate.

### Background:

Fare collection in public transit has changed dramatically over the last few decades. Paying cash for paper tickets has evolved into more secure magnetic stripe tickets, which is often time consuming and costly due to the expense of automated fare collection system hardware. For example, according to the Transit ITS Plan, such a system for the County Express Fixed Route and Intercounty Routes would range between \$230,000 to \$250,000 in one-time capital expenses (assuming 10 vehicles), with \$40,000 to \$60,000 in annual costs.

With advancements in mobile technology, many transit agencies are instead turning to mobility ticketing, which can be deployed without any infield sales equipment, removing a large amount of cost and risk when rolling out electronic fares.

As with most transit agencies, LTA regularly receives feedback from County Express riders regarding increasing transit technology for the system, including offering an electronic fare option. The availability of mobile ticketing for County Express would help address the high-ranking technology requests for the ability to buy fare media online, the ability to pay fares electronically, and having more places to buy fare media, captured during the public outreach portion of the Transit ITS Plan.

### **Staff Analysis:**

Token Transit has developed a turnkey software-as-a-service mobile ticketing app available on Android and Apple that is complete, ready to launch, and customizable for any transit agency. Token Transit has partnered with many transit agencies, including Big Blue Bus in Santa Monica and Redwood Transit System in Humboldt, to implement pilot programs offering mobile ticketing to its transit riders. These pilot programs allow the agencies to try mobile ticketing for a limited time and to test it locally without large overhead.

LTA staff has discussed with Token Transit the process of establishing the pilot program. It takes approximately six weeks from contract signature to mobile ticketing public launch with Token Transit assisting LTA with training drivers to validate mobile tickets, providing marketing materials, and setting up the account to receive mobile fare revenue. LTA would be provided an Agency Web Portal to allow staff to configure ticketing options and fare structure, manage rider accounts, and inspect ridership data.

The Token Transit app is user-friendly and offers a 24/7 Customer Support Center via call, email, and text. When ready to ride, a user taps their purchased pass to activate it. This generates the unique ticket required to show the driver. Tickets can be activated at any time and riders can activate multiple tickets at once if traveling with multiple riders. After the rider's pass has expired, their active ticket will disappear from their phone. The app can also be used to easily distribute passes for employers, social services, special event attendees, and to specified phone numbers. More information can be found about Token Transit at <https://www.tokentransit.com/>.

Executive Director Review: \_\_\_\_\_

Counsel Review: \_\_\_\_\_ Yes \_\_\_\_\_

Attachments: Token Transit Pilot Program Overview  
Contract with Token Transit, Inc.

# Token Transit

## Pilot Program Overview



June 12, 2017

## Overview

Token Transit, Inc. develops a turnkey software-as-a-service mobile ticketing platform that is complete, ready to launch, and customizable for any transit agency.

Based in San Francisco, California and founded by a team of former Google and Apple engineers, we have decades of experience building secure and scalable software. We use this experience to improve mobile ticketing for public transit nationwide.

### Benefits of Token Transit

- Reduce cash processing costs
- Speed up boarding times
- Give riders convenient payment options
- Distribute transit passes electronically
- Access a wealth of ridership data

### Token Transit Features

- 6 week integration timeline
- 24/7 Customer Support Center
- Agency Web Portal for managing accounts and verifying reduced pass riders
- Easy distribution of passes for employers, social services and special event attendees
- Ability to purchase and send passes to specified phone numbers
- Detailed ridership and pass use analytics

### Try it on your phone!

You can download the Token Transit app by texting TOKEN to 41411 for a download link, visiting [www.tokentransit.com/app](http://www.tokentransit.com/app), or searching for "Token Transit" in the iOS or Android app stores.





## Pilot Program

Token Transit partners with public transportation agencies to offer mobile ticketing to transit riders. Pilot programs, in contrast to traditional RFP's, allow agencies to try mobile ticketing for a limited time and test it locally without large overhead. Most agencies we partner with choose pilot programs because of the ease and flexibility they provide.

Our pilot programs typically last one year and involve a simple agreement from your agency. We then add your agency's passes into the Token Transit app, allowing local riders to purchase and use passes that are unique to your agency.

We have a six-week integration timeline that has proven successful for launching mobile ticketing with our partner agencies. It involves three main steps:

1. Operator Training - we work with operators to recognize mobile tickets
2. Marketing Strategy - we provide marketing material to print and deploy
3. Payment Integration - we set up your account to receive mobile fare revenue



Integration timeline for mobile ticketing

We provide an Agency Web Portal that allows you to configure your ticketing options, manage rider accounts, and inspect ridership data. We can also integrate with existing agency databases and financial records if required.

Details about different aspects of our pilot program are outlined in "Agency Integration" below.

## The App

Token Transit is a single, standalone app, available on Android and iOS, that lets riders buy transit passes for all transit agencies we partner with. We use the phone's GPS location to determine which agency a rider wants to purchase passes from.

The best way to learn more about the Token Transit app is to use it on your iOS or Android device. You can download the app in three ways:

1. Texting "TOKEN" to 41411 for a download link (most common)
2. Visiting <http://tokentransit.com/app>
3. Searching for 'Token Transit' in the iOS or Android app stores

## Purchasing Passes

Your fare structure will determine a rider's in-app fare selection process and will differ depending on what you, and your agency, choose to offer. You will have the ability to configure your own fare structure.

Example: a rider is purchasing a "Youth 10 Ride pass" from RTC Washoe in Reno, NV.

1. Buy Pass - rider selects 'rider and fare type' to purchase
2. Confirm Purchase - rider can view their selection and confirm their purchase
3. Tap to Use - rider can use their 'Youth 10 Ride' pass when they are ready to ride



Buy Pass

Confirm Purchase

Tap to Use

We support additional fare options including zones, optional transfers, express busses, special events, etc. If desired, these options will appear on the 'Buy Pass' screen for your riders to select.

## Using Passes

When ready to ride, a user taps their purchased pass to activate it. This generates the unique ticket required to show the operator. Tickets can be activated at any time and riders can activate multiple tickets at once if traveling with multiple riders. After the rider's pass has expired, their active ticket will disappear from their phone.

Example: a rider is using the 1st of their "Youth 10 Ride Pass" at RTC Washoe in Reno, NV.

4. Activate Pass - rider can tap their pass in order to active a ticket
5. Show Ticket - rider shows active ticket to operator when boarding
6. Pass Wallet - rider can show ticket again or activate another available ticket



Activate Pass

Show Ticket

Pass Wallet

## Distributing Passes

Token Transit provides a simple and cost-effective way to distribute passes in bulk. Using the Token Transit app, agencies can distribute full priced or subsidized passes to universities, employers and conference attendees. For example, we sent mobile bus passes to over 700 attendees of APTA Bus Roadeo 2017 in Reno, NV, and are working on university partnerships nationwide.

## Agency Configurable Fare Structure

Every transit agency has different needs for their pass infrastructure. With the Token Transit app, you can define a list of passes, unique to your agency, with the following characteristics:

- Fare Price
- Rider Type (Adult, Youth, etc)
- Quantity (1-Ride, 10-Ride)
- Duration (2-hour, day pass, month pass, etc.)
- Zones/Express (if applicable)
- Peak/non-Peak Service (if applicable)
- Special Event Tickets (if applicable)

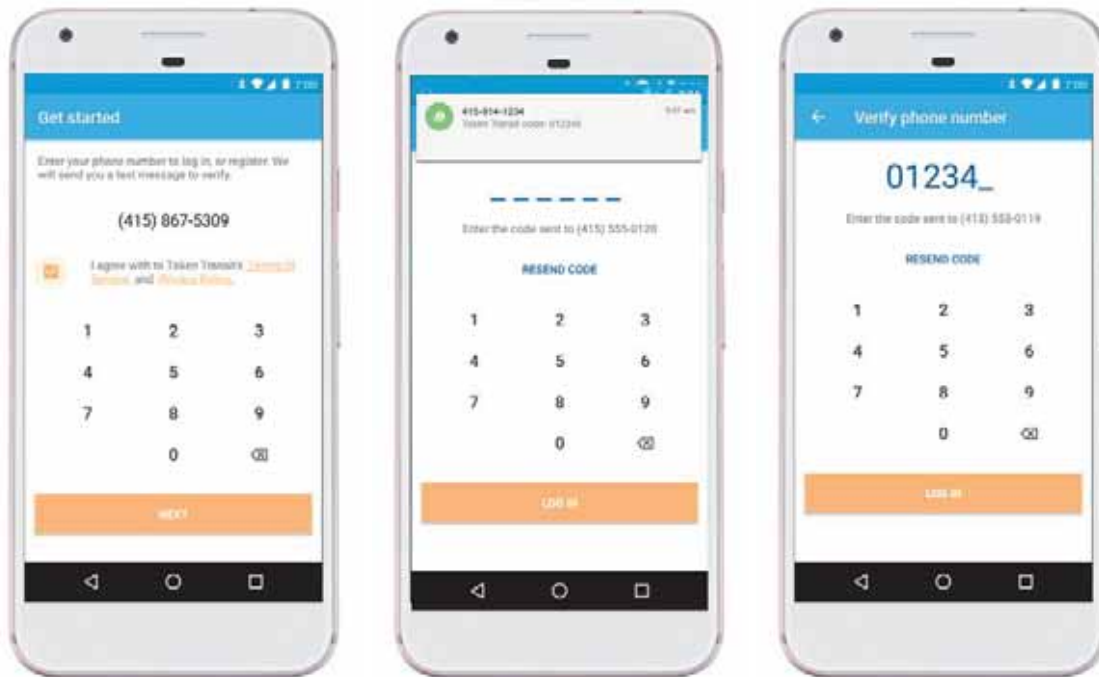
Below is an example [fare structure](#) for our agency partner RTC Washoe in Reno, NV.

	Adult	Youth	Senior	Disabled
Single Ride	\$2.00	\$1.00	\$1.00	\$1.00
24 Hour Pass	\$3.75	\$1.75	\$1.75	\$1.75
10 Ride Pass	\$16.00	\$8.00	\$8.00	\$8.00
7 Day Pass	\$19.50	\$9.75	\$9.75	\$9.75
31 Day Pass	\$65.00	\$32.50	\$32.50	\$32.50

Your agency can configure all of its passes within the Agency Web Portal. If additional verification is required to validate specific pass types (student ID's, senior cards, etc), we can notify the rider of this requirement before they purchase these specific pass types.

## Rider Sign Up

Upon opening the app for the first time, riders will complete a one-time setup process prompting them to provide their phone number. Instead of requiring passwords and email addresses, we will send riders a verification code to log onto our app via SMS.



Enter Phone Number

Receive SMS Code

Verify Phone Number

## 24/7 Customer Service Support

We offer 24/7 customer service support for calls, emails, and texts and we make it very easy for riders to contact us from within the app. We do not compromise on this because reliability and trust are extremely important for riders who depend on an app to ride transit. We respond to the majority of inquiries in under 30 minutes.

## App Store Reviews and Press

When designing Token Transit, we focused on creating an experience that made signing up and purchasing passes fast, simple and intuitive.

Signup takes seconds, purchase options are clear and concise, and activating passes is intuitive and free of distractions. The success of this approach is reflected by our positive press coverage and app store reviews, which highlight Token Transit's simplicity and ease of use.

## Google Play Store Reviews

"Excellent. It's so nice to be able to get a pass without going to an ATM first to get cash and then going downtown to get a pass. A few clicks on my phone and I can ride :D"

"Great app and support. Been using the app in Reno. I don't have to go to the station to get a ticket and I have no more paper tickets-nice. Also, I had a glitch so I emailed them, got a quick response and solution."

## iTunes App Store Reviews

"In minutes I downloaded the app, purchased a ticket and was ready to jump on a bus. No messing around with this app. It does the job simply, effectively and quickly. Why fuss with paper and passes when you can have it on your phone? Cheers for Token Transit for keeping it simple."

## Press Coverage

Token Transit received a positive press after launching with RTC Washoe in Reno, including features on the following: [NBC Channel 4](#), [CBS Channel 2](#), [ABC Channel 8](#), [Fox Channel 11](#)



Mobile Ticketing Coverage on NBC Channel 4, Reno, NV

## Agency Integration

Implementing mobile ticketing takes three steps: operator training, marketing strategy, and payment integration. We aim to make these fast and simple and we have proven methods for conducting each step.

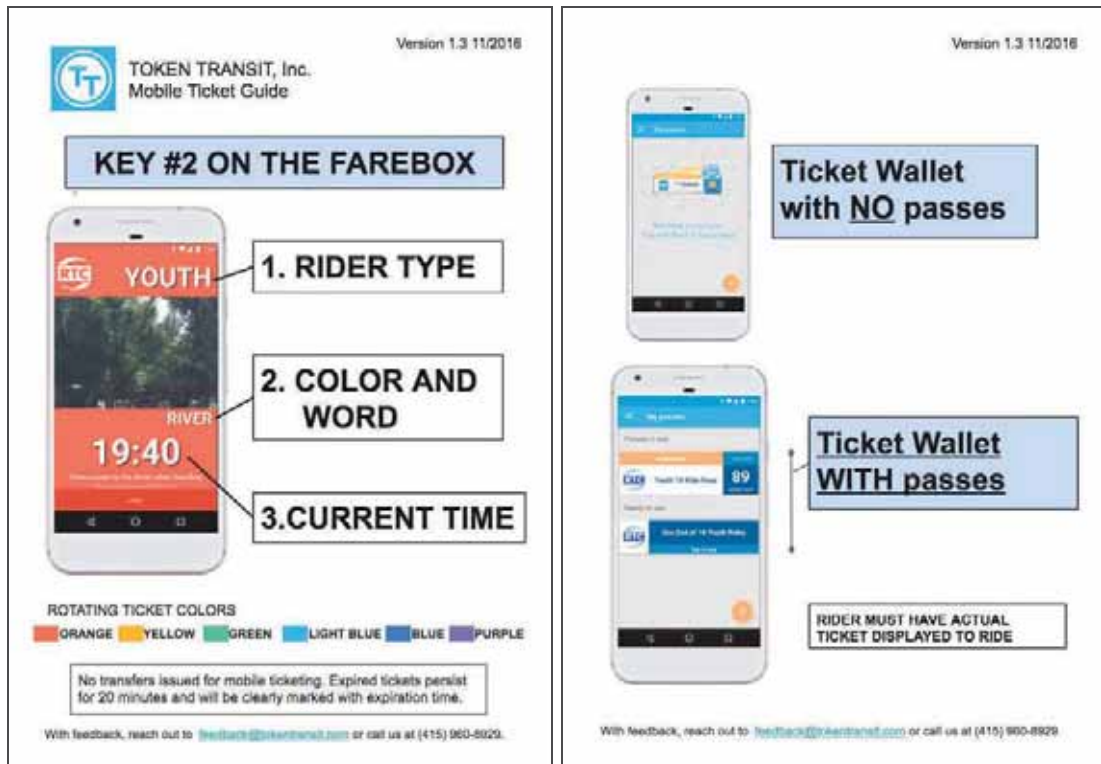
## Operator Training

We recognize that agency operators play a key role in the mobile ticketing process. In order to determine the validity of the ticket, operators will have to look for unique ticket features that distinguish it from potential phony tickets (see “Secure Visual Validation” below for more details”).

We have experience successfully training operators at our partner agencies. We will use our proven approach to provide comprehensive training materials to all operators involved. These are typically reviewed at recurring operator meetings and can be covered in 10 minutes or less.

The process for validating our mobile tickets has been consistently well received among the operators at our partner agencies due to its simple and efficient design and process.

Below are sample Operator Training materials.



Operator Training Sample Materials

## Marketing Strategy

We have developed a suite of branded marketing material that has proven successful at promoting the Token Transit app for our partner agencies. Token Transit marketing materials we will customize for you include the following:

- King/Queen Panels
- Interior panels (17x11)
- Posters (11x17)
- Information cards
- Various Social Media





Marketing Example - Queen Panel in Reno, NV

## Payment Integration

To receive funds from pass sales on the Token Transit app, you will need to set up your bank account. This takes a few minutes and, when complete, allows transfers from pass sales revenue to take place on a schedule of your choosing (daily, weekly, etc).

Each mobile ticket sale is strictly a transaction between the rider and your agency. By structuring payments this way, we eliminate risks associated with holding and paying out funds and provide you with the option of reconciling funds on a schedule that fits your needs.

We partner with third party payment processor Stripe. They are certified to PCI Service Provider Level 1, the most stringent level of certification available in the payments industry.

## Agency Web Portal

Our Agency Web Portal will allow your agency to configure and control everything associated with mobile ticketing: pass types, rider accounts, security features, analytics, etc.

Your agency will be able to conduct the following actions:

- **Pre-Verification Reduced Fares** - Give riders who are eligible for reduced fares the ability to purchase passes within the app while preventing regular riders from accessing reduced fare options

- **Rider Account Configuration** - Search for rider accounts using phone numbers, issue refunds, make rider account changes, and disable rider accounts in the event of a stolen phone, suspected fraudulent behavior, etc
- **Fares and Pass Configuration** - Add or modify pass types based on price, rider type, quantity, duration, zone/express, peak/non-peak and special event passes (if applicable)
- **Ticket Security Validation** - View the mobile ticket's unique patterns and images
- **Institution Rider Configuration** - Add or modify pass options for institutions (universities, employers, etc)
- **Analytics and Reporting** - View dashboards containing detailed mobile ticket rider data and export data in .csv formats
- **Administrative Account Configuration** - Add and configure agency administrators

## Ticketing and Security

When a rider boards with Token Transit, they activate their pass in the app and show the operator the ticket on their screen. Token Transit uses secure visual validation ticketing and requires no hardware for mobile ticketing.

### Ticket Activation and Expiration

Riders can activate their passes at any time after purchasing. When active, your agency's unique ticket of the day is generated and the ticket's expiration timer begins counting down.

When a pass expires, it will disappear and riders will no longer be able to view or show the pass to operators. The pass's activation history and associated details will be stored in a "Pass History" section on the app.

### Secure Visual Validation

Token Transit uses secure visual validation. The ticket uses a variety of methods to ensure that it can be identified quickly and accurately as a valid ticket and not easily faked by taking a screenshot.

**Animation** - Animated ticket background prevents screenshots

**Design** - Ticket color, picture and word change each day

**Simplicity** - Clear design helps operators easily validate rider types

**Secure Display** - Ticket will only display if user has a valid ticket

**Current Time** - Prevents fake recordings of the ticket image

We will send out an automated email to operators and/or agency employees with the ticket designs. This email contains the security features for that day, as well as the tickets for the next seven days so your agency can plan in advance. Please see "Operator Training" above for more details on ticket validation.

## User Privacy and Payment Security

All user data, including any names, email addresses and phone numbers, will be stored and transmitted in a secure manner using industry standard data privacy practices.

We hold Errors and Omissions as well as Cyber Risk insurance policies to protect against potential losses and liability stemming from unforeseen circumstances.

## Additional Features

Mobile Ticketing opens the possibilities for numerous benefits for transit riders and your agency alike. Below are a number of the features we offer with our mobile ticketing service.

### Institution-Sponsored Passes

Mobile ticketing allows your agency to easily work with local employers or universities to issue passes to specific groups of riders. Registered rides will receive an email or text message to access these passes.

Billing can occur in two ways: the institution can provide discounted transit passes or your agency can bill the institution on a per ride rate. Detailed pass use data will be recorded and available.

### Send Pass to Phone Number

Token Transit has a website that lets users purchase and send passes to a phone number of their choosing. This has proved helpful for social services agencies, tourism services, parents, etc. to buy a pass for a different phone number without sharing their payment information.

## Fare Capping

Fare Capping ensures that riders always purchase the pass that is in their best financial interest. For example, if a single ride is \$2 and a day pass is \$4, a rider would be given a day pass after they purchase their second single ride within the day. The same would happen for day passes to weekly passes, weekly passes to monthly passes, etc. Fare capping has been implemented on systems like the London Underground with great success.

Fare capping helps riders who frequently ride transit but cannot afford the upfront costs associated with multi-day passes. We can seamlessly integrate fare capping with our account based mobile ticketing system.

## Integrated Analytics

We share our ridership data with you. Data we collect is accessible via the Agency Web Portal and can be downloaded in .csv format. Additionally, we can configure customizable scheduled email reports for analytics if desired.

## Trip Planning and Real Time Vehicle Locating

Token Transit can provide tools that link our app into existing routing planning and vehicle location software. Our goal is to integrate with existing open data solutions (GTFS) to make it possible for riders to be directed to our app from whatever local transit app the user chooses.

This provides a significant advantage to riders and transit agencies when compared with dedicated closed solutions. It gives riders more choices and the opportunity to take advantage of the latest innovations in the industry without waiting for a dedicated solution to catch up.

## Pilot Program Costs

Token Transit only charges agencies a percentage of the passes we sell. Our goal is to keep costs simple, transparent, and aligned with an agency's incentives. To accomplish this, agencies will not incur any costs for app development, software updates, marketing asset designs, and basic data reporting and integration.

To cover our costs, as well as all credit card processing fees, we charge 10% of the final transaction value for each pass purchased on Token Transit. For all transactions less than \$2.00 we charge \$.06 + 7%. This makes it possible for us to process all fare types for agencies, regardless of price, while covering all associated credit card fees. We are committed to keeping Token Transit an economical ticketing solution.

## Token Transit Fees

Fares greater than or equal to \$2.00	Fares less than \$2.00
10%	\$.06 + 7%



## TOKEN TRANSIT™ AGREEMENT FOR PILOT SOFTWARE AND SUBSCRIPTION SERVICES

This Pilot Agreement for Token Transit Software and Subscription Services ("**Agreement**") dated December 14, 2017 (the "**Effective Date**"), is made by and between Token Transit, Inc., a Delaware corporation ("**TT**"), with its principal place of business located at 3425 19th St. San Francisco, CA 94110, and the San Benito County Local Transportation Authority ("**LTA**"), a Joint Powers Authority, duly created among the City of Hollister, City of San Juan Bautista and the County of San Benito, pursuant to the joint exercise of powers provisions of California Government Code sections 6500-6522 ("**Customer**"), with its principal place of business located at 330 Tres Pinos Rd., C7, Hollister, CA 95023 (each of TT and Customer may be referred to as a "**Party**") with respect to the following:

WHEREAS, TT is the owner of a software as a service (SaaS) transportation ticketing and administration service, software, and related materials (collectively, the "**Service**") which includes a downloadable mobile application (the "**TT App**") currently available for Android and Apple smartphone devices allowing riders to purchase transit tickets using credit or debit cards (among other payment methods that may be added to the Service), and then activate those mobile tickets which are visually validated by transit operators at the time of use; and

WHEREAS, the Customer seeks to participate in a pilot program during the Initial Term (defined below), which may be extended to full deployment, to evaluate the feasibility and popularity of the Service for the sale and purchase of transit fares to allow riders of Customer's transit system ("**Riders**") to ride San Benito County Local Transportation Authority Services including County Express and to provide Feedback Information (defined below) to TT to enable TT to improve the Service;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

### TERMS AND CONDITIONS

#### Section 1 Service.

1.1 License Grant. Subject to the terms of this Agreement, TT grants to Customer, during the Term, a limited, nontransferable, nonexclusive right to access and use the Service, as TT may modify it from time to time, in connection with Customer's Riders, solely for Customer's internal purposes. Riders will download the TT App directly from TT and/or TT's authorized distribution platforms (e.g., the Apple

App Store and/or the Google Play Store). The TT shall at all times retain all right, title, interest to and ownership of the Service and all copies of the TT App and any other software and materials provided in connection with the Service.

1.2 Restrictions. Customer shall not rent, sell, lease or otherwise transfer the Service, access thereto, or any part thereof or use it for the benefit of a third party. Customer shall not reverse assemble, reverse compile or reverse engineer the Service including any software, or otherwise attempt





to discover any Service source code or underlying Confidential Information (as that term is defined below). For the avoidance of doubt, Customer is not granted any rights to distribute the TT App. Customer will not remove or export the Service or any TT Confidential Information from the United States.

### 1.3 Support Obligations.

(a) As part of the Services, TT will provide commercially reasonable customer service to Customer's Riders with respect to the functionality of the TT AP and to Customer in a manner consistent with the support that it provides all users of the TT App and its other transit customers, as TT determines in its discretion, respectively.

(b) Customer hereby authorizes the sale of mobile transit tickets to Riders via the Service. Customer shall be responsible throughout the Term (and thereafter as stated in Section 10.3) for (i) ensuring that the correct fare structure, including fees and ticket expiration terms are incorporated into the Service, (ii) validating that each Rider has purchased the correct ticket for the ride, as reflected in the TT App, at the time of the ride, and (iii) providing all customer support for Riders relating to Customer's transit service.

1.4 Feedback Information. TT seeks feedback and evaluation from Customer on the performance of the Service ("**Feedback Information**"), which Customer agrees to provide. TT may, at its sole discretion, utilize the Feedback Information to improve or to enhance the Service. With respect to the Feedback Information, Customer hereby assigns to TT any invention, work of authorship, idea, information, feedback or know-how (whether or not patentable) or other Feedback Information that is conceived, learned or reduced to practice in the course of performance under this Agreement and

any patent rights, copyrights (including moral rights; provided that any non-assignable moral rights are waived to the extent permitted by law), trade secret rights and all other intellectual property rights of any kind with respect thereto. Customer agrees to take any action reasonably requested by TT to evidence, perfect, obtain, maintain, enforce or defend the foregoing. Feedback Information shall be deemed Confidential Information of TT.

1.5 Retained Rights. Except for the rights expressly licensed pursuant to this Agreement, TT retains all right, title, and interest in and to the Service (and all other products, works, and other intellectual property created, used, or provided by TT for the purposes of this Agreement).

## Section 2 **Confidentiality.**

2.1 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 terms of this Agreement, Rider Data (defined below), and any non-public element of the Service are deemed the Confidential Information of TT without any further marking or designation requirement. 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.

2.2 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 2. 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 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.

### **Section 3      Rider Data.**

3.1 Rider Data. The phrase "**Rider Data**" means and refers to any data provided or inputted by or on behalf of the Customer's Riders via the Service (e.g., through the TT App) for the sale or purchase of mobile transit tickets from TT, 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 TT App (as that privacy policy may be amended from time to time). Customer agrees and acknowledges that TT has a direct relationship with Customer's Riders via the TT App through which it collects Rider Data (along with similar data from riders of other transit customers of TT), and accordingly, Rider Data is owned and controlled by TT.

3.2 TT Obligations. TT shall:

(a) use the Rider Data in compliance with its privacy policy (as it may be updated from time to time) and applicable laws and regulations; (b) 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 Customer agrees and acknowledges that TT uses the services of third party payment processors who, as between TT and such third party, shall be solely responsible for their acts and omissions; and (c) maintain commercially reasonable industry-standard administrative, physical, and technical safeguards to protect the security and integrity of the Service and Rider Data.

3.3 Customer Obligations. In the event that TT shares any Rider Data, in its sole discretion, Customer shall (a) treat such Rider Data in compliance with (i) TT's privacy policy (as it may be updated from time to time) and any other written instructions from TT and (ii) applicable laws and regulations, including Card Networks' Operating Rules (as the same may be amended from time to time); (b) maintain industry-standard administrative, physical, and technical safeguards to protect the security and integrity of Rider Data; and (c) treat such Rider Data as the Confidential Information of TT.



#### **Section 4 Fees and Payment.**

4.1 Fees. In consideration for the Services set forth herein, the Customer will pay a fee ("Fee") in the form of commissions retained by TT for mobile tickets purchased by Riders through the Service during each calendar month as follows:

For each mobile ticket purchased by a Rider for use on Customer's transit system during the Term, TT will retain a Fee of (a) 10% of the gross total proceeds of the transaction processed by the Service that is greater than or equal to \$2.00 and (b) \$.06 + 7% of the gross total proceeds of the transaction processed by the Service that is less than \$2.00.

TT will forward the net total proceeds (less the Fee), taking into account any refunds, credits, or other make-goods granted, to Customer on a monthly basis, within 5 days following the end of each calendar month. Notwithstanding the foregoing, TT may maintain a reasonable hold back for refunds that may be issued in a later month.

4.2 Reports. TT shall provide Customer with reports showing the Fee calculation and/or access to an online reporting system as part of the Service ("Reports"). If Recipient believes that TT has calculated this fee incorrectly, Recipient must contact TT no later than 30 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit if verified by TT.

4.3 Taxes. Each Party will be responsible for any applicable taxes and TT may withhold from any payments to Customer any taxes that are required to be withheld under applicable law.

#### **Section 5 Customer Identification; Use of Trademarks.**

For the term of this Agreement, TT may disclose to

third parties that Customer is one of its customers (including, without limitation, by using Customer's name(s), mark(s), and logo(s) in its publicity and marketing materials and in the connection with the Service). Similarly, during the Term, Customer is authorized to use the TT's name, mark(s) and logo(s) in Customer's municipal publications, website, social media, publicity and marketing materials, solely for publicizing the availability of the Service.

#### **Section 6 Warranty Disclaimer.**

TT represents, and Customer acknowledges and agrees, that the Service is experimental in nature and that the Service, including all components thereof (e.g., the TT App), and access thereto are provided "AS IS" and may not be fully functional. TT DISCLAIMS ALL WARRANTIES RELATING TO THE SERVICE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, TT MAKES NO WARRANTY 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 7 Indemnification.**

7.1 TT Indemnification. TT shall indemnify, defend and hold harmless Customer from and against any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable attorneys' fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) the TT's breach of confidentiality obligations under Section 2 of this



Agreement; (b) the willful misconduct or the grossly negligent acts, errors or omissions of TT, its officers, agents, and employees; and (c) breach of any covenant or representation herein.

7.2 Customer Indemnification. Customer 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 attorneys' fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) the Customer's breach of confidentiality obligations under Section 2 of this Agreement; (b) claims, including from Riders, regarding or relating to the Customer's transit service including those relating to expired but unused mobile tickets; (c) the willful misconduct or the grossly negligent acts, errors or omissions of Customer, its officers, agents, and employees; and (d) breach of any covenant or representation herein.

7.3. Conduct. A Party's indemnification obligations under Section 7 shall not apply unless: (a) the indemnifying Party has the right to conduct the defense of any such infringement claim or action and negotiations for its settlement or compromise, and to settle or compromise any such claim; provided, however, that any such settlement shall be subject to the written consent of the indemnified party, which shall not be unreasonably refused; (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. Nothing contained in this Agreement shall be construed to require an indemnified party to admit wrongdoing or liability or subject it to any ongoing affirmative obligations, without its consent. In no event shall the indemnified party be required to continue with a legal challenge, although it shall have the right to do

so, in the event the indemnifying party fails to indemnify, defend or hold harmless the indemnified party pursuant to this Agreement. In the event the Party required to indemnify hereunder fails to do so, in no event shall the indemnified party have any obligation or liability to the other Party (a) in connection with the indemnified party's defense or prosecution of litigation related to this Agreement (including, but not limited to, the outcome thereof) or (b) in the event the indemnified party elects not to prosecute a case or defend litigation brought against it.

## **Section 8                      Damage Disclaimer and Liability Limitation.**

8.1 Disclaimer of Damages. Except as otherwise set forth in this Agreement, TT's aggregate maximum liability for damages arising out of or in connection with this Agreement, whether based upon a theory of contract or tort or otherwise, shall not exceed the amount of the Fee paid or due during the prior 12 month period. The Parties further acknowledge that nothing in this Section 8.1 shall be deemed to waive the rights to equitable relief.

8.2 Exclusion of Certain Damages. Except as otherwise set forth in this Agreement, and 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, or revenue, in connection with this Agreement.

8.3 Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL, BARGAINED FOR BASES OF THIS AGREEMENT AND THAT 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 9 Non-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.

## **Section 10 Term; Termination.**

10.1 Term. This Agreement will commence upon the Effective Date and continue in effect for a period of 365 days commencing upon public launch of the Service for use with Riders, unless earlier terminated as set forth herein ("**Initial Term**"). Unless terminated earlier as permitted herein, the Agreement will be extended automatically for successive additional terms of 90 days at the end of the Initial Term and each renewal term (collectively, the "**Term**").

10.2 Termination. Either Party may elect not to renew this Agreement by giving written notice to the other Party at least 20 days' prior to the end of the then current (initial or renewal) term. Either Party may terminate this Agreement for any reason or no reason upon 30 days' written notice to the other Party at the address listed above, or immediately upon notice of any breach by the other Party of the provisions of this Agreement. Upon termination, the license granted hereunder will terminate and Customer shall immediately return any and all

documents, notes and other materials regarding the Service to TT, including, without limitation, all software, Confidential Information and all copies and extracts of the foregoing, but the terms of this Agreement will otherwise remain in effect.

10.3 Obligations to Customer's Riders Upon Termination. Upon termination or expiration of this Agreement (a) TT shall terminate the right of the Customer's Riders to purchase any new fares on Customer's transit service and (b) TT and Customer shall each keep active the right of customers to activate and use existing pre-purchased but unused fares for a period of at least 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 mobile tickets for more than 120 days regardless of Customer's policy.

## **Section 11 General**

11.1 Applicable Law. This Agreement shall become effective only upon its execution by both TT and Customer and it 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. The jurisdiction and venue for actions related to then subject matter of this Agreement shall be the California State and United States Federal Courts located within the territorial boundaries serving the County of San Benito, California, and each Party hereby submits to the personal jurisdiction of such courts.

11.2 Attorneys' Fees. In any action to enforce this Agreement the prevailing Party will be entitled to costs and reasonable attorneys' fees.

11.3 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.

11.4 Force Majeure. If the performance of this Agreement or any obligation hereunder (other than obligations of payment) 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.

11.5 Entire Agreement. This Agreement and any exhibits and attachments hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the Parties are expressly cancelled and superseded by these terms. Any modifications of this Agreement must be in writing and signed by both Parties.

11.6 Notices. All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals to the Customer:

San Benito County Local Transportation Authority  
330 Tres Pinos Road, C7  
Hollister, CA 95023  
Attention: Mary Gilbert, Executive Director

All notices, demands, requests or approvals to TT:

Token Transit, Inc.  
3425 19th Street, #17  
San Francisco, CA 94110

Attention: Morgan Conbere

11.7 Equitable Relief. Due to the unique nature of the Parties' Confidential Information disclosed hereunder, 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.

11.8 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.

11.9 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.

11.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.





11.11 Survival. Sections 1.2, 1.3(b), 1.4., 1.5, 2, 3.3, 4 (e.g., for Fees not yet paid as of termination), 5, 6, 7, 8, 10.3, 11.11 and other terms which by their nature are intended to survive, shall survive termination or expiration of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

11.12 Insurance. Each Party shall maintain throughout the Term insurance as it deems appropriate in connection with its respective obligations hereunder.



In witness whereof, the Parties, having all required authority, have caused this Agreement to be executed on the date and year first written above.

SAN BENITO COUNTY LOCAL  
TRANSPORTATION AUTHORITY

TOKEN TRANSIT, INC.

By:  
Name: Ignacio Velazquez  
Title: Chairman

By:   
Name: Morgan Conbere  
Title: CEO

APPROVED AS TO LEGAL FORM:  
San Benito County Counsel's Office

By:  12/14/17  
Name: Shirley L. Murphy  
Title: Deputy County Counsel