



Bay Area Metro Center
375 Beale Street
San Francisco, CA 94105

Meeting Agenda

Regional Network Management Committee

David Rabbitt, Chair

Sue Noack, Vice Chair

Friday, July 12, 2024

11:00 AM

Board Room - 1st Floor

The Regional Network Management Committee is scheduled to meet at 11:00 a.m. or immediately following the 9:45 a.m. Joint MTC ABAG Legislation Committee meeting, whichever occurs later.

Meeting attendees may opt to attend in person for public comment and observation at 375 Beale Street, Board Room (1st Floor). In-person attendees must adhere to posted public health protocols while in the building. The meeting webcast will be available at <https://mtc.ca.gov/whats-happening/meetings/live-webcasts>. Members of the public are encouraged to participate remotely via Zoom at the following link or phone number.

Members of the public participating by Zoom wishing to speak should use the “raise hand” feature or dial *9. When called upon, unmute yourself or dial *6. In order to get the full Zoom experience, please make sure your application is up to date.

Attendee Link: <https://bayareametro.zoom.us/j/85692308830>

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<https://mtc.ca.gov/how-provide-public-comment-board-meeting-zoom>

Members of the public may participate by phone or Zoom or may submit comments by email at info@bayareametro.gov by 5:00 p.m. the day before the scheduled meeting date. Please include the committee or board meeting name and agenda item number in the subject line. Due to the current circumstances there may be limited opportunity to address comments during the meeting. All comments received will be submitted into the record.

Roster

Eddie Ahn, David Canepa, Carol Dutra-Vernaci, Chad Edison (CalSTA)*, Dorene M. Giacobini*,
Janice Li (BART)*, Matt Mahan, Stephanie Moulton-Peters, Sue Noack (Vice Chair),
David Rabbitt, (Chair), Diane Shaw (AC Transit)*, and James P. Spering

*Non-Voting Member

1. Call to Order / Roll Call / Confirm Quorum

A quorum of the Committee shall be a majority of its voting members (5).

2. Regional Network Management Customer Advisory Group Report

2a. [24-0764](#) Report from the Regional Network Management Customer Advisory Group

Action: Information

Presenter: Adina Levin, Chair Regional Network Management Customer Advisory Group

3. Consent Calendar

3a. [24-0765](#) Approval of Regional Network Management Committee Minutes of the June 14, 2024 Meeting

Action: Committee Approval

Attachments: [3a 24-0765 2024-06-14_RNM_Committee_Draft_Meeting_Minutes.pdf](#)

3b. [24-0695](#) Contract - Regional Intelligent Transportation System (ITS) Architecture: Kimley-Horn and Associates, Inc. (\$2,000,000)

Action: Committee Approval

Presenter: Nisar Ahmed

Attachments: [3b 24-0695 Summary Sheet Intelligent Transportation Systems Architecture](#)

3c. [24-0798](#) Contract - Salesforce Program Management and Strategic Advice Services: Jacobs Engineering Group, Inc. (\$550,000)

Action: Committee Approval

Presenter: Brooke Terrin

Attachments: [3c 24-0798 Summary Sheet Salesforce Program Manager and Strategic A](#)

3d. [24-0800](#) Adaptive Bikeshare Pilot Program: i. Contract - San Francisco Recreation and Park Department (\$100,000); ii. Contract - Bay Area Outreach and Recreation Program (\$100,000)

Action: Committee Approval

Presenter: Toshi Shepard-Ohta and Laura Krull

Attachments: [3d 24-0800 Summary Sheet Adaptive Bikeshare Pilot Program.pdf](#)

4. Approval

- 4a. [24-0778](#) Contracts - Clipper BayPass Pilot Program Institutional Customers Contract Delegation Subject to Specified Conditions and Partnership Agreements: i. San Francisco State University (\$4,320,000); ii. MP Downtown San Mateo Associates, L.P. (\$56,700); iii. Brooklyn Basin Associates IV, L.P., (\$58,032); iv. the City and County of San Francisco Airport Commission (\$1,098,000), and v. OpenAI OpCo, LLC (\$390,000)

Recommend the Committee 1) delegate to the Executive Director the authority to negotiate and enter into partnership agreements to sell the Clipper BayPass Pilot product to institutional customers with quarterly reporting to the Regional Network Management Committee; and 2) approve five Partnership Agreements with institutional customers to purchase Clipper BayPass for the specified minimum agreement amounts with a total minimum contract amount across the five contracts of \$5,922,732.

Action: Commission Approval

Presenter: William Bacon

Attachments: [4ai 24-0778 Summary Sheet Clipper BayPass Contracting Process and C](#)
[4aii 24-0778 PowerPoint Clipper BayPass Contracting Process and Contra](#)

5. Public Comment / Other Business

*Members of the public participating by Zoom wishing to speak should use the “raise hand” feature or dial *9. When called upon, unmute yourself or dial *6.*

6. Adjournment / Next Meetings

The next meeting of the Regional Network Management Committee will be held on Friday, September 13, 2024 at noon. at the Bay Area Metro Center, 375 Beale Street, San Francisco, CA. Any changes to the schedule will be duly noticed to the public.

Public Comment: The public is encouraged to comment on agenda items at Committee meetings by completing a request-to-speak card (available from staff) and passing it to the Committee secretary. Public comment may be limited by any of the procedures set forth in Section 3.09 of MTC's Procedures Manual (Resolution No. 1058, Revised) if, in the chair's judgment, it is necessary to maintain the orderly flow of business.

Meeting Conduct: If this meeting is willfully interrupted or disrupted by one or more persons rendering orderly conduct of the meeting unfeasible, the Chair may order the removal of individuals who are willfully disrupting the meeting. Such individuals may be arrested. If order cannot be restored by such removal, the members of the Committee may direct that the meeting room be cleared (except for representatives of the press or other news media not participating in the disturbance), and the session may continue.

Record of Meeting: Committee meetings are recorded. Copies of recordings are available at a nominal charge, or recordings may be listened to at MTC offices by appointment. Audiocasts are maintained on MTC's Web site (mtc.ca.gov) for public review for at least one year.

Accessibility and Title VI: MTC provides services/accommodations upon request to persons with disabilities and individuals who are limited-English proficient who wish to address Commission matters. For accommodations or translations assistance, please call 415.778.6757 or 415.778.6769 for TDD/TTY. We require three working days' notice to accommodate your request.

可及性和法令第六章: MTC 根據要求向希望來委員會討論有關事宜的殘疾人士及英語有限者提供服務/方便。需要便利設施或翻譯協助者，請致電 415.778.6757 或 415.778.6769 TDD / TTY。我們要求您在三個工作日前告知，以滿足您的要求。

Acceso y el Título VI: La MTC puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Comisión. Para solicitar asistencia, por favor llame al número 415.778.6757 o al 415.778.6769 para TDD/TTY. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

Attachments are sent to Committee members, key staff and others as appropriate. Copies will be available at the meeting.



Meeting Minutes - Draft

Regional Network Management Committee

David Rabbitt, Chair

Sue Noack, Vice Chair

Friday, June 14, 2024

12:00 PM

Board Room - 1st Floor

Roster

**Eddie Ahn, David Canepa, Carol Dutra-Vernaci, Chad Edison (CalSTA)*, Dorene M. Giacomini*,
Janice Li (BART)*, Matt Mahan, Stephanie Moulton-Peters, Sue Noack (Vice Chair),
David Rabbitt, (Chair), Diane Shaw (AC Transit)*, and James P. Spering**

***Non-Voting Member**

Non-Voting Members Present: Chad Edison, CalSTA, Dorene M. Giacomini, MTC, Janice Li, BART, and Diane Shaw, AC Transit.

Ad Hoc Non-Voting Member Present: Commissioner Papan.

The following individuals participated from noticed remote locations: Member Shaw.

1. Call to Order / Roll Call / Confirm Quorum

Present: 5 - Vice Chair Noack, Commissioner Ahn, Commissioner Canepa, Commissioner Moulton-Peters, and Commissioner Spering

Absent: 3 - Chair Rabbitt, Commissioner Dutra-Vernaci, and Commissioner Mahan

2. Regional Network Management Customer Advisory Group Report

2a. [24-0614](#) Report from the Regional Network Management Customer Advisory Group

Action: Information

Presenter: Adina Levin, Chair Regional Network Management Customer Advisory Group

3. Consent Calendar

Upon the motion by Commissioner Canepa and second by Commissioner Spering, the Consent Calendar was unanimously approved. The motion carried by the following vote:

Aye: 5 - Vice Chair Noack, Commissioner Ahn, Commissioner Canepa, Commissioner Moulton-Peters and Commissioner Spering

Absent: 3 - Chair Rabbitt, Commissioner Dutra-Vernaci and Commissioner Mahan

- 3a.** [24-0615](#) Approval of Regional Network Management Committee Minutes of the May 10, 2024 Meeting

Action: Committee Approval

Attachments: [3a 24-0615 2024-05-10 RNM Committee Draft Meeting Minutes.pdf](#)

- 3b.** [24-0345](#) Title VI Fare Equity Analysis - Clipper BayPass Phase 1 Pilot Program

Action: Information

Presenter: Kenji Anzai

Attachments: [3bi 24-0345 Summary Sheet Adoption of Title VI Analysis for Clipper BayPass.pdf](#)
[3bii 24-0345 Attachment A Title VI Analysis for Clipper BayPass Pilot Project Phase 1.pdf](#)

- 3c.** [24-0633](#) Clipper® Purchase Order - Network Services: AT&T (\$300,000)

Action: Committee Approval

Presenter: Sarah Doggett

Attachments: [3c 24-0633 Purchase Order for Clipper Network Services AT&T FY 24-25.pdf](#)

- 3d.** [24-0650](#) MTC Resolution No. 4658: Design Immunity for the West Grand Bus/ High-Occupancy Vehicle (HOV) Lane Extension Project

Action: Commission Approval

Presenter: Cathy Chea

Attachments: [3di 24-0650 MTC Res No Res 4658 Design Immunity for West Grand Bus HOV Lane Extension Project.pdf](#)
[3dii 24-0650 MTC RES No 4658.pdf](#)

- 3e. [24-0691](#) Contract Amendment - Next Generation Clipper® Consultant Support: Invoke Technologies, Inc. (\$250,000)

Action: Committee Approval

Presenter: Kelley Jackson

Attachments: [3e_24-0691_Summary_Sheet_Clipper_Contract_Amendment_Invoke.pdf](#)

- 3f. [24-0693](#) Contract Amendment - Clipper® START Outreach Services: Caribou Public Relations, Inc. (Caribou) (\$400,000)

Action: Committee Approval

Presenter: Lysa Hale

Attachments: [3f_24-0693_Summary_Sheet_Clipper_START_Outreach_Contract-Caribou.pdf](#)

- 3g. [24-0694](#) Contract Amendment - Regional Mapping Data Services: Interline Technologies LLC (\$808,825)

Action: Committee Approval

Presenter: Nisar Ahmed

Attachments: [3g_24-0694_Regional_Mapping_Data_Services_Amendment.pdf](#)

4. Information

- 4a. [24-0497](#) Regional Mapping and Wayfinding Project - Implementation Updates

Update on the design and evaluation of the signage prototypes being installed later this year and the subsequent pilot stage of the Regional Mapping & Wayfinding Project (RMWP).

Action: Information

Presenter: Gordon Hansen, MTC and Jumana Nabti, BART

Attachments: [4ai_24-0497_Summary_Sheet_RNM_Committee_RMWP_Project_Implementation_Updates.pdf](#)
[4aii_24-0497_PowerPoint_RMWP_Implementation_Updates.pdf](#)

Aleta Dupree, Team Folds, spoke on this item.

Adina Levin, Chair Regional Network Management Customer Advisory Group, spoke on this item.

Committee Member Ahn departed and Vice Chair Noack deputized Commissioner Papan to act as a voting member of the Committee in the absence of a quorum.

5. Public Comment / Other Business

6. Adjournment / Next Meetings

The next meeting of the Regional Network Management Committee will be held on Friday, July 12, 2024 at noon. at the Bay Area Metro Center, 375 Beale Street, San Francisco, CA. Any changes to the schedule will be duly noticed to the public.

Metropolitan Transportation Commission
Regional Network Management Committee

July 12, 2024

Agenda Item 3b

**Contract - Regional Intelligent Transportation System (ITS) Architecture: Kimley-Horn
and Associates, Inc. (\$2,000,000)**

Subject:

Authorization to negotiate and enter into a contract with Kimley-Horn and Associates, Inc. (KHA) for an amount not to exceed \$2,000,000 to provide software development, maintenance, and operations for the Regional ITS Architecture system through June 30, 2029.

Background:

The Bay Area Regional ITS Architecture (RITSA) is the blueprint for ITS project coordination and integration in the San Francisco Bay Area. The Bay Area RITSA is available online at <https://itsbayarea.mtc.ca.gov>. It is periodically upgraded and maintained by the Metropolitan Transportation Commission (MTC) on behalf of the region's stakeholders. The purpose of the Architecture is to accurately represent the region's existing and future use of information, technology, and automated systems to improve safety and efficiency for travelers and the agencies providing transportation services across all modes. The system also maintains inventory of mobility projects and services that benefit travelers in the region.

The Bay Area RITSA follows the national Architecture Reference for Cooperative and Intelligent Transportation (ARC-IT) framework and is maintained to comply with the latest ARC-IT version. Changes to the system are made based on Bay Area stakeholders' input. The Bay Area RITSA facilitates ITS planning and aids in coordinated ITS project development, procurement, and delivery. The Architecture website provides access to comprehensive information about the ITS in the region, including project-specific data. Bay Area agencies that implement ITS projects using Federal transportation funds must be consistent with the Bay Area ITS Architecture (pursuant to 23 CFR 940.9 and 940.11). It provides all the components required by the FHWA (Federal Highway Administration) Final Rule and FTA (Federal Transit Administration) Policy for regional ITS architectures.

Procurement Process:

MTC staff directly selected KHA from the 2023 Project/Program Management and Strategic Advisor Support bench to support the design and development of the Bay Area RITSA system for a contract not to exceed \$2,000,000. KHA has helped design and develop the existing Bay Area RITSA system since 2021. Due to funding limitations in the recently expired contract, KHA was not able to complete the development of the envisioned system with a map interface and self-managed stakeholder data. However, if approved, their knowledge and expertise on the existing system will allow KHA to seamlessly continue work on the unfinished enhancements of the system without delay, saving MTC resources.

KHA is neither a disadvantaged business nor a small business enterprise. Attachment A includes a summary of KHA and its project teams' disadvantaged business and small business enterprise status.

Issues:

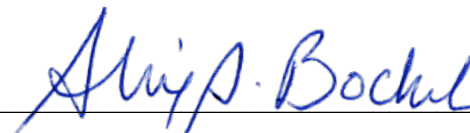
None identified.

Recommendations:

Staff recommends that the Regional Network Management Committee authorize the Executive Director or his designee to negotiate and enter into a contract in an amount not to exceed \$2,000,000 with KHA to design, develop, and maintain the Bay Area RITSA system through June 30, 2029.

Attachments:

- Attachment A: Disadvantaged Business Enterprise and Small Business Enterprise Status
- Attachment B: Request for Committee Approval – Summary of Proposed Contract


Alix Bockelman

Disadvantaged Business Enterprise and Small Business Enterprise Status

	Firm Name	Role on Project	DBE* Yes / No	If DBE Yes, List #	SBE** Yes / No	If SBE Yes, List #
Prime Contractor	Kimley-Horn and Associates, Inc.	System development	No		No	
Subcontractor	Consensus Systems Technologies Corporation	System Engineering Documentation	No		No	
Subcontractor	Oz Engineering, LLC	Database design and development	Yes	42567	No	

*Denotes certification by the California Unified Certification Program (CUCP).

**Denotes certification by the State of California.

Request for Committee Approval

Summary of Proposed Contract

Work Item No.: 1239

Consultant: Kimley-Horn and Associates, Inc.
Oakland, CA

Work Project Title: Regional Intelligent Transportation System (ITS) Architecture.

Purpose of Project: To accurately represent the region's existing and future use of information, technology, and automated systems to improve safety and efficiency for travelers and the agencies providing transportation services across all modes.

Brief Scope of Work: Continue development and maintenance of the Regional ITS Architecture System.

Project Cost Not to Exceed: \$2,000,000

Funding Source: STP-T6-OBAG3-REG-MSOP

Fiscal Impact: Funds included in the FY 24-25 MTC agency budget.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a contract with Kimley-Horn and Associates, Inc. for Regional Intelligent Transportation System (ITS) Architecture system described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024 and that the Chief Financial Officer is authorized to set aside \$2,000,000 for such contract.

Regional Network
Management Committee:

David Rabbitt, Chair

Approved: July 12, 2024

**Metropolitan Transportation Commission
Regional Network Management Committee**

July 12, 2024

Agenda Item 3c

**Contract - Salesforce Program Management and Strategic Advice Services: Jacobs
Engineering Group, Inc. (\$550,000)**

Subject:

A request for Committee approval for a contract with Jacobs Engineering Group, Inc. (Jacobs) in the amount of \$550,000 for Salesforce program management and strategic advice services to support MTC's Salesforce program evolution.

Background:

The Metropolitan Transportation Commission (MTC) implemented the Salesforce platform in 2019 with a customer service case management system for MTC staff to manage escalated FasTrak[®] Program cases. Since that time, the MTC Salesforce platform has developed additional internal facing applications to support MTC business operations, such as the MTC/ABAG Contacts Center for staff to maintain agency contacts and distribution lists, as well as the MTC Help Desk that serves as the IT support and building services request ticketing system.

MTC's Salesforce Program has also developed several systems that support public-facing equity-based programs with front-end applications and back-end eligibility and verification systems. These programs include the Regional Transit Connection (RTC) discount card for transit riders with qualifying disabilities, and four means-based transportation benefits programs: Clipper START, Express Lanes START, Richmond San Rafael Bridge e-Bike Rebate Pilot, and the Bay Area Toll Payment Plan Program.

Given the quick pace of Salesforce growth in past years, and anticipated needs in the future staff is seeking program management and strategic support for the Salesforce program to:

- provide staff augmentation/resources to support program management, operations, and oversight of projects,
- further define a vision and strategy for Salesforce as an enterprise system that will best serve MTC's internal and external customers, and
- advise on current and future organizational and resourcing models as part of MTC's overall enterprise technology suite.

Contract Actions:

Under the proposed contract, Jacobs would provide Salesforce program management, strategic planning, resourcing recommendations, project support, and other as-needed strategic and technical advice. Jacobs' services will be procured using the Federal General Services Administration (GSA) Multiple Award Schedule, a collaborative intergovernmental procurement vehicle, which satisfies MTC's competitive procurement requirements. Jacobs is an authorized vendor under GSA. Jacobs is neither a small business nor a disadvantaged business enterprise and currently has no subcontractors.

Issues:

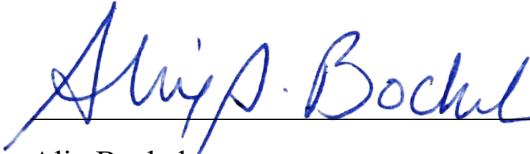
None identified.

Recommendations:

Staff recommends that the Regional Network Management Committee authorize the Executive Director or designee to negotiate and enter into a contract with Jacobs in an amount not to exceed \$550,000 to provide Salesforce program management and strategic advice services as described herein.

Attachments:

- Attachment A: Request for Committee Approval – Summary of Proposed Contract


Alix Bockelman

Attachment A: Request for Committee Approval

Summary of Proposed Contract

Work Item No.: 1161, 1239

Consultant: Jacobs Engineering Group, Inc.
Arlington, VA

Work Project Title: Salesforce Program Management and Strategic Advice Services

Purpose of Project: To provide Salesforce program management and strategic advice services.

Brief Scope of Work: Provide Salesforce program management and strategic advice services to support MTC's Salesforce program evolution.

Project Cost Not to Exceed: \$550,000

Funding Source: General Funds, BATA

Fiscal Impact: \$550,000 is approved in the FY 2024-25 MTC budget.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a contract with Jacobs Engineering Group, Inc. for Salesforce program management and strategic advice services described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024, and that the Chief Financial Officer is authorized to set aside \$550,000 for such contract.

Regional Network Management
Committee:

David Rabbitt, Chair

Approved: July 12, 2024

Metropolitan Transportation Commission
Regional Network Management Committee

July 12, 2024

Agenda Item 3d

Adaptive Bikeshare Pilot Program: i. Contract - San Francisco Recreation and Park Department (\$100,000); ii. Contract - Bay Area Outreach and Recreation Program (\$100,000)

Subject:

Approval of a contract with the San Francisco Recreation and Park Department (SFRPD) to supplement existing adaptive bikeshare programming for people with disabilities in San Francisco in an amount not to exceed \$100,000. Approval of a contract with the Bay Area Outreach and Recreation Program (dba BORP Adaptive Sports and Recreation) to provide adaptive bikeshare pilot programming for people with disabilities in Berkeley, Emeryville, Oakland, and San Jose in an amount not to exceed \$100,000.

Background:

At the February 10, 2023 MTC Operations Committee, the Committee approved a \$15.94 million contract with Lyft, Inc. (Lyft) for the expansion of the Bay Wheels bikeshare system. At that time, staff indicated that they would return to the Committee at a later date to approve the proposed investments for the remaining \$3.86 million. Of the \$3.86 million, staff outlined the intent to provide \$200,000 to support an Adaptive Bikeshare Program and to build from the BORP Adaptive Sports and Recreation pilot to provide ongoing adaptive vehicle options. Staff seek authorization for the Executive Director to negotiate and enter into a funding agreement with the SFRPD, subject to funding being programmed, to supplement existing adaptive bikeshare programming for people with disabilities in San Francisco. SFRPD will work with BORP Adaptive Sports and Recreation and San Francisco Municipal Transportation Agency (SFMTA) to provide programming in Summer 2024, and 2025.

Additionally, staff seek authorization for the Executive Director to negotiate and enter into a contract with BORP Adaptive Sports and Recreation, subject to funding being programmed, to provide adaptive bikeshare pilot programming to people with disabilities in the Bay Wheels member cities outside of San Francisco (Berkeley, Emeryville, Oakland, and San Jose). MTC

will work with BORP Adaptive Sports and Recreation to design a scope of work to provide adaptive bikeshare pilot programming between Summer 2025 and July 2027.

Adaptive Bikeshare Pilot Programs

For many people with disabilities, adaptive bikeshare is their only option to ride a bike¹. The adaptive bikeshare program seeks to make adaptive cycling available across the entire Bay Wheels system, which operates in Berkeley, Emeryville, Oakland, San Francisco, and San Jose, to expand access and opportunities for riders with disabilities. There have been two adaptive bikeshare pilot programs in the Bay Area to date, described below.

In 2019, Oakland launched the first Adaptive Bikeshare Pilot² for people with disabilities in the Bay Area. Adaptive cycles were available for use on Wednesdays and Saturdays at no cost at a staffed kiosk near Lake Merritt³. There were 59 participant visits as part of the program. This program was a collaboration between Oakland's Department of Transportation (OakDOT), Oakland's Mayor Commission on Persons with Disability, and external partners MTC, Lyft, and BORP Adaptive Sports and Recreation. The pilot was able to connect people with adaptive bicycles and invigorate the community to continue the conversation around adaptive bikeshare. Challenges included the location, accessible parking, and accessible restrooms.

The San Francisco Adaptive Bikeshare Pilot program, a collaboration between BORP, SFRPD, SFMTA, MTC, and Lyft as operator of Bay Wheels, launched in July 2019 and went on hiatus in November 2019. Lyft supported the pilot program through a \$50,000 investment. However, due to COVID-19, the program did not resume until June 2021. During this period, the program was offered in Golden Gate Park on Sundays. Five adaptive bikes were available during the pilot and BORP staff were available to fit participants to adaptive bikes. The SFMTA conducted an

¹ MacArthur, J., McNeil, N., Cummings, A., & Broach, J. (2020). Adaptive Bike Share: Expanding Bike Share to People with Disabilities and Older Adults. *Transportation Research Record*, 2674(8), 556-565. <https://doi.org/10.1177/0361198120925079>

² City of Oakland Adaptive Bike Share. <https://www.oaklandca.gov/news/adaptive-bike-share>

³ OakDOT Shared Mobility Accessibility Study - pg. 14. <https://cao-94612.s3.us-west-2.amazonaws.com/documents/Oakland-Mobility-Assessment-Report-v5-Accessible-1.pdf>

evaluation⁴ in 2021 and decided to continue the program permanently based on its success. In Summer 2022, the permanent adaptive cycling program⁵ launched in Golden Gate Park and along the Great Highway, in partnership with SFRPD, SFMTA, and BORP Adaptive Sports and Recreation. SFRPD provided approximately \$57,000 in funding.

Although not associated with Bay Wheels, BORP Adaptive Sports and Recreation offers a program in Berkeley, at their cycling center which houses over 100 adaptive cycle and is open to the public Thursday and Saturday from 10-3. The cycles are periodically taken to other community events. There have not been adaptive bikeshare programs in Emeryville or San Jose.

i. Contract - San Francisco Recreation and Park Department (\$100,000)

The proposed scope of work would cover staffing for BORP and SF Recreation & Parks, purchase of new adaptive e-bikes, promotions, maintenance, and parts for adaptive cycling in Golden Gate Park and the Great Highway, in partnership with BORP Adaptive Sports and Recreation and SF Recreation & Parks. The program would be held free of charge to participants. The program is expected to start in Summer 2024. MTC funds would supplement other funds to run the program. The funding was identified as part of the Transportation Electrification program which is funded from the OBAG 3 Climate Initiatives and would be programmed in Resolution No. 3989 as exchange funds.

Issues:

None identified.

Recommendations:

Staff recommends that the Regional Network Management Committee authorize the Executive Director or designee to negotiate and enter into to a funding agreement with the SFRPD to supplement existing adaptive bikeshare programming for people with disabilities in San Francisco in an amount not to exceed \$100,000, subject to necessary allocation actions.

⁴ SFMTA 2021 Adaptive Bikeshare Pilot Summary Evaluation - Golden Gate Park
https://www.sfmta.com/sites/default/files/reports-and-documents/2022/06/adaptive_bikeshare_evaluation_fact_sheet.pdf

⁵ Permanent Adaptive Cycling Program Unveiled in Golden Gate Park. <https://www.sfmta.com/blog/permanent-adaptive-cycling-program-unveiled-golden-gate-park>

ii. Contract - Bay Area Outreach and Recreation Program (\$100,000)

MTC will work with BORP Adaptive Sports and Recreation to develop the scope to provide adaptive bikeshare pilot programming in the Bay Wheels member cities outside of San Francisco (Berkeley, Emeryville, Oakland, and San Jose). The scope could include work such as, the purchase of new adaptive e-bikes, staffing, site permits, promotions, maintenance, parts, and data collection for evaluation for an adaptive cycling program in Berkeley, Emeryville, Oakland, and San Jose. Program dates will be determined as the scope is developed. The program would be held free of charge to participants. MTC would enter into a contract with BORP Adaptive Sports and Recreation for \$100,000 to launch the regional adaptive bikeshare pilot program. The funding was identified as part of the Transportation Electrification program which is funded from the OBAG 3 Climate Initiatives and would be programmed in Resolution No. 3989 as exchange funds.

BORP Adaptive Sports and Recreation is neither a small business nor a disadvantaged business enterprise and currently has no subcontractors.

Issues:

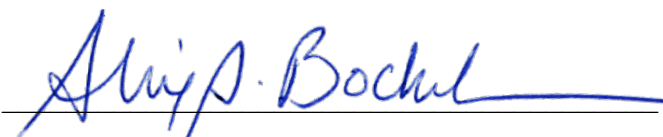
None identified.

Recommendations:

Staff recommends that the Regional Network Management Committee authorize the Executive Director or designee to negotiate and enter into a contract with BORP Adaptive Sports and Recreation to provide adaptive bikeshare pilot programming for people with disabilities in Berkeley, Emeryville, Oakland, and San Jose in an amount not to exceed \$100,000, subject to necessary allocation actions.

Attachments:

- Request for Committee Approval - Summary of Proposed Contracts


Alix Bockelman

Request for Committee Approval

Summary of Proposed Contract

Work Item No.: 1413

Consultant: San Francisco Recreation and Park Department
San Francisco, CA

Work Project Title: Adaptive Bikeshare Program

Purpose of Project: To supplement existing adaptive bikeshare programming for people with disabilities in San Francisco, which expands cycling options for riders with disabilities.

Brief Scope of Work: To fund BORP and SFRPD staff, purchase adaptive ebikes, promotions, maintenance, and parts for adaptive cycling in Golden Gate Park and the Great Highway, in partnership with the BORP Adaptive Sports and Recreation and SFMTA. The program would be held free of charge.

Project Cost Not to Exceed: \$100,000

Funding Source: MTC Exchange Funds

Fiscal Impact: Funds available in the FY (Fiscal Year) 2024-25 MTC agency budget.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a contract with San Francisco Municipal Transportation Agency for Adaptive Bikeshare Program described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024 and that the Chief Financial Officer is authorized to set aside \$100,000 for such contract, subject to funding availability and programming actions.

Regional Network
Management Committee:

David Rabbitt, Chair

Approved: July 12, 2024

Request for Committee Approval

Summary of Proposed Contract

Work Item No.: 1413

Consultant: Bay Area Outreach and Recreation Program
Berkeley, CA

Work Project Title: Adaptive Bikeshare Pilot Program

Purpose of Project: To provide adaptive bikeshare pilot programming in Bay Wheels member cities of Berkeley, Emeryville, Oakland, and San Jose that expands cycling options for riders with disabilities.

Brief Scope of Work: The scope could include work such as, the purchase of new adaptive e-bikes, staffing, promotions, maintenance, and evaluation for an adaptive cycling program in Berkeley, Emeryville, Oakland, and San Jose. The program would be held free of charge.

Project Cost Not to Exceed: \$100,000

Funding Source: MTC Exchange Funds

Fiscal Impact: Funds available in the FY (Fiscal Year) 2024-25 MTC agency budget.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a contract with Bay Area Outreach and Recreation Program for Adaptive Bikeshare Pilot Program described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024 and that the Chief Financial Officer is authorized to set aside \$100,000 for such contract, subject to funding availability and programming actions.

Regional Network
Management Committee:

David Rabbitt, Chair

Approved: July 12, 2024

Metropolitan Transportation Commission
Regional Network Management Committee

July 12, 2024

Agenda Item 4a

**Contracts - Clipper BayPass Pilot Program Institutional Customers Contract Delegation
Subject to Specified Conditions and Partnership Agreements: i. San Francisco State
University (\$4,320,000); ii. MP Downtown San Mateo Associates, L.P. (\$56,700); iii.
Brooklyn Basin Associates IV, L.P., (\$58,032); iv. the City and County of San Francisco
Airport Commission (\$1,098,000), and v. OpenAI OpCo, LLC (\$390,000)**

Subject:

Recommend the Committee 1) delegate to the Executive Director the authority to negotiate and enter into partnership agreements to sell the Clipper BayPass Pilot product to institutional customers with quarterly reporting to the Regional Network Management Committee; and 2) approve five Partnership Agreements with institutional customers to purchase Clipper BayPass for the specified minimum agreement amounts with a total minimum contract amount across the five contracts of \$5,922,732.

Background:

In November 2021, the Fare Integration Task Force adopted the Fare Policy Vision Statement, directing staff to Pilot a regional institutional pass product. In August 2022, the first phase of the Clipper BayPass Pilot was launched to Pilot an unlimited-use product at four higher education institutions – the University of California, Berkeley (UC Berkeley), San Francisco State University (SFSU), San Jose State University (SJSU), and Santa Rosa Junior College (SRJC) – and at 12 MidPen affordable housing properties. Preliminary program evaluation analyses indicate that individuals with Clipper BayPass take about 40% more transit trips than their peers with access to just a single-agency pass.

A second phase of the Pilot began in January 2024 and will run through at least June 30, 2026, in which Clipper® BayPass will be made available for sale to up to 20,000 individuals across up to 10 employer/institutions. This phase will continue to assess the impact of a regional unlimited pass on transit ridership and customer experience, as well as the financial and operational feasibility of such a program.

Proposed Actions:

As a part of the Clipper BayPass Pilot, current MTC policies require that a partnership agreement must be brought before the Regional Network Management Committee each time the Clipper BayPass is sold to an institution. In order to streamline the business process of selling the Clipper BayPass and to provide a more efficient customer experience to institutions, staff are proposing that the Committee delegate to the Executive Director or designee the authority to negotiate and enter into partnership agreements, to sell the Clipper BayPass Pilot product to institutional customers, for the duration of the Clipper BayPass Pilot as defined by the Clipper BayPass Pilot Participation Agreement, as amended, between MTC and transit operators to institutional customers, subject to a limit of \$5,000,000 per new partnership agreement or \$5,000,000 in total amendments to partnership agreements that have been specifically authorized by the Committee, and a requirement that a report of executed partnership agreements be brought before the Committee each quarter. This delegation would extend through the end of the Clipper BayPass Pilot, which is anticipated to be June 30, 2026.

This item would also authorize, independent of the delegation of authority to the Executive Director to enter into Clipper BayPass Pilot partnership agreements, partnership agreements to sell the Clipper BayPass for specified minimum agreement amounts to San Francisco State University, MP Downtown San Mateo Associates, L.P. for MidPen Housing's Kiku Crossing community, Brooklyn Basin Associates IV, L.P. for MidPen Housing's Foon Lok East community, the City and County of San Francisco Airport Commission, and OpenAI OpCo, LLC.

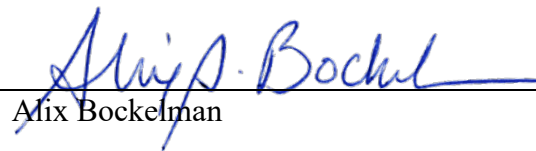
Recommendations:

Staff recommends that the Regional Network Management Committee authorize the Executive Director or designee to negotiate and enter into partnership agreements to reflect a minimum contract amount of \$4,320,000 with San Francisco State University, \$56,700 with MP Downtown San Mateo Associates, L.P., \$58,032 with Brooklyn Basin Associates IV, L.P. \$1,098,000 with the City and County of San Francisco Airport Commission, and \$390,000 with OpenAI, OpCo, LLC. Further, staff recommends that the Regional Network Management recommend that the Committee delegate to the Executive Director or designee the authority to negotiate and enter into partnership agreements to sell the Clipper BayPass Pilot product to

institutional customers, for the duration of the Clipper BayPass Pilot as defined by the Clipper BayPass Pilot Participation Agreement, as amended, between MTC and transit operators to institutional customers, subject to a limit of \$5,000,000 per new partnership agreement or \$5,000,000 in total amendments to partnership agreements that have been specifically authorized by the Committee, and a requirement that a report of executed partnership agreements be brought before the Committee each quarter.

Attachments:

- Attachments A-E: Five (5) Requests for Committee Approval - Summary of Partnership Agreement
- Attachment F: Summary of Proposed Contracting Delegated Authority to the Executive Director
- Attachment G: Example Clipper BayPass Partnership Agreement
- Attachment H: PowerPoint


Alix Bockelman

Request for Committee Approval

Summary of Proposed Partnership Agreement

Work Item No.:	1517
Partner:	San Francisco State University (SFSU) San Francisco, California
Work Project Title:	Clipper BayPass Pilot – Phase 2
Purpose of Project:	To pilot the sale of a regional institutional pass product to the entire student body (at least 18,000 students) of SFSU
Brief Scope of Work:	MTC will provide SFSU with the ability to activate Clipper BayPass passes on student Clipper Cards, which will enable unlimited travel on the region’s transit services on the Clipper system.
Minimum Agreement Amount:	\$4,320,000
Funding Source:	N/A
Fiscal Impact:	A minimum of \$4,320,000 will be collected from SFSU under this Partnership Agreement. Revenues collected will be used to reimburse transit operators for trips taken with the Clipper BayPass. Any revenues collected in excess of the cost of trips taken will be directed to offset Pilot costs up to \$1,000,000.
Motion by Committee:	That the Executive Director or designee is authorized to negotiate and enter into a Partnership Agreement with SFSU for a minimum agreement amount of \$4,320,000 for the term of August 1, 2024 through July 31, 2025, as part of the Clipper BayPass Pilot program described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024.
Regional Network Management Committee:	
	<hr/> David Rabbitt, Chair
Approved:	July 12, 2024

Request for Committee Approval

Summary of Proposed Partnership Agreement

Work Item No.:	1517
Partner:	MP Downtown San Mateo Associates, L.P. Foster City, California
Work Project Title:	Clipper BayPass Pilot – Phase 2
Purpose of Project:	To pilot the sale of a regional institutional pass product to tenants of residential units at a newly constructed MidPen Housing community, Kiku Crossing in San Mateo, CA.
Brief Scope of Work:	MTC will provide MidPen Housing with the ability to activate Clipper BayPass passes on resident Clipper Cards with one pass provided per residential unit, which will enable unlimited travel on the region’s transit services on the Clipper system.
Minimum Agreement Amount:	\$56,700
Funding Source:	N/A
Fiscal Impact:	A minimum of \$56,700 will be collected from MP Downtown San Mateo Associates, L.P. under this Partnership Agreement. Revenues collected will be used to reimburse transit operators for trips taken with the Clipper BayPass. Any revenues collected in excess of the cost of trips taken will be directed to offset Pilot costs up to \$1,000,000.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a Partnership Agreement with MP Downtown San Mateo Associates, L.P. for a minimum agreement amount of \$56,700 for the term of August 1, 2024 through July 31, 2026, as part of the Clipper BayPass Pilot program described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024.

Regional Network

Management Committee:

David Rabbitt, Chair

Approved:

July 12, 2024

Request for Committee Approval

Summary of Proposed Partnership Agreement

Work Item No.:	1517
Partner:	Brooklyn Basin Associates IV, L.P. Oakland/Foster City, California
Work Project Title:	Clipper BayPass Pilot – Phase 2
Purpose of Project:	To pilot the sale of a regional institutional pass product to tenants of residential units at a newly constructed MidPen Housing community, Foon Lok East in Oakland, CA.
Brief Scope of Work:	MTC will provide MidPen Housing with the ability to activate Clipper BayPass passes on resident Clipper Cards with one pass provided per residential unit, which will enable unlimited travel on the region’s transit services on the Clipper system.
Minimum Agreement Amount:	\$58,032
Funding Source:	N/A
Fiscal Impact:	A minimum of \$58,032 will be collected from Brooklyn Basin Associates IV, L.P. under this Partnership Agreement. Revenues collected will be used to reimburse transit operators for trips taken with the Clipper BayPass. Any revenues collected in excess of the cost of trips taken will be directed to offset Pilot costs up to \$1,000,000.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a Partnership Agreement with Brooklyn Basin Associates IV, L.P. for a minimum agreement amount of \$58,032 for the term of August 1, 2024 through July 31, 2026, as part of the Clipper BayPass Pilot program described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024.

Regional Network

Management Committee:

David Rabbitt, Chair

Approved:

July 12, 2024

Request for Committee Approval

Summary of Proposed Partnership Agreement

Work Item No.:	1517
Partner:	City and County of San Francisco Airport Commission San Francisco, California
Work Project Title:	Clipper BayPass Pilot – Phase 2
Purpose of Project:	To pilot the sale of a regional institutional pass product to a minimum of 1,525 employees of the City and County of San Francisco Airport Commission located at the San Francisco International Airport (SFO).
Brief Scope of Work:	MTC will provide the City and County of San Francisco Airport Commission with the ability to activate Clipper BayPass passes on employee Clipper Cards, which will enable unlimited travel on the region’s transit services on the Clipper system.
Minimum Agreement Amount:	\$1,098,000
Funding Source:	N/A
Fiscal Impact:	A minimum of \$1,098,000 will be collected from the City and County of San Francisco Airport Commission under this Partnership Agreement. Revenues collected will be used to reimburse transit operators for trips taken with the Clipper BayPass. Any revenues collected in excess of the cost of trips taken will be directed to offset Pilot costs up to \$1,000,000.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a Partnership Agreement with the City and County of San Francisco Airport Commission for a minimum agreement amount of \$1,098,000 for the term of August 1, 2024 through July 31, 2025, as part of the Clipper BayPass Pilot program described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024.

Regional Network

Management Committee:

David Rabbitt, Chair

Approved:

July 12, 2024

Request for Committee Approval

Summary of Proposed Partnership Agreement

Work Item No.:	1517
Partner:	OpenAI OpCo, LLC San Francisco, California
Work Project Title:	Clipper BayPass Pilot – Phase 2
Purpose of Project:	To pilot the sale of a regional institutional pass product to a minimum of 500 employees of OpenAI, located at OpenAI’s offices in San Francisco, CA
Brief Scope of Work:	MTC will provide OpenAI with the ability to activate Clipper BayPass passes on employee Clipper Cards, which will enable unlimited travel on the region’s transit services on the Clipper system.
Minimum Agreement Amount:	\$390,000
Funding Source:	N/A
Fiscal Impact:	A minimum of \$390,000 will be collected from OpenAI under this Partnership Agreement. Revenues collected will be used to reimburse transit operators for trips taken with the Clipper BayPass. Any revenues collected in excess of the cost of trips taken will be directed to offset Pilot costs up to \$1,000,000.

Motion by Committee: That the Executive Director or designee is authorized to negotiate and enter into a Partnership Agreement with OpenAI, OpCo, LLC for a minimum agreement amount of \$390,000 for the term of August 1, 2024 through July 31, 2025, as part of the Clipper BayPass Pilot program described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024.

Regional Network

Management Committee:

David Rabbitt, Chair

Approved: July 12, 2024

Request for Committee Approval

Summary of Proposed Contracting Delegated Authority to the Executive Director

Work Item No.:	1517
Work Project Title:	Clipper BayPass Pilot – Phase 2
Purpose of Project:	To Pilot the sale of a regional institutional pass product with employers in the region.
Brief Scope of Work:	That the Committee delegate to the Executive Director or designee the authority to negotiate and enter into partnership agreements to sell the Clipper BayPass Pilot product for the duration of the Clipper BayPass Pilot as defined by the Clipper BayPass Pilot Participation Agreement, as amended, between MTC and transit operators to institutional customers, subject to a limit of \$5,000,000 per new partnership agreement or \$5,000,000 in total amendments to partnership agreements that have been specifically authorized by the Committee, and a requirement that a report of executed partnership agreements be brought before the Regional Network Management Committee each quarter.
Funding Source:	N/A
Fiscal Impact:	The sale of the Clipper BayPass pilot product to institutional customers will generate revenue for MTC. The revenue generated will in turn be distributed by the Commission to transit operators twice per year under the terms established in the Clipper BayPass Pilot Participation Agreement, as amended, entered into on November 1, 2023 between MTC and all transit operators that accept Clipper.

Request for Committee Approval
Summary of Proposed Contracting Delegated Authority to the Executive Director
Clipper BayPass Pilot – Phase 2
Page 2 of 2

July 12, 2024

Motion by Committee: That the Executive Director or designee has the authority to negotiate and enter into partnership agreements, substantially in the form shown in the example included in Attachment G, with the ability to make revisions when advantageous to MTC, to sell the Clipper BayPass Pilot product for the duration of the Clipper BayPass Pilot as defined by the Clipper BayPass Pilot Participation Agreement, as amended, between MTC and transit operators to institutional customers subject to a limit of \$5,000,000 per new partnership agreement or \$5,000,000 in total amendments to partnership agreements that have been specifically authorized by the Committee, and a requirement that a report of executed partnership agreements be brought before the Regional Network Management Committee each quarter as described above and in the Regional Network Management Committee Summary Sheet dated July 12, 2024.

Regional Network

Management Committee:

Alfredo Pedroza, Chair

Approved:

July 26, 2024

Example Clipper BayPass Partnership Agreement

PARTNERSHIP AGREEMENT

BETWEEN PARTNER ORGANIZATION (FULL NAME) AND
THE METROPOLITAN TRANSPORTATION COMMISSION
FOR CLIPPER BAYPASS PILOT PROGRAM

THIS AGREEMENT is made and entered into as of December 8, 2023, by and between Partner Organization (Full Name) (herein called "Partner Organization (Abbrev.)"), and the Metropolitan Transportation Commission, a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, (herein called "MTC") ("Agreement"), both individually referred to as a "Party" and collectively referred to as "the Parties."

W I T N E S S E T H

WHEREAS, MTC seeks to increase transit usage by reducing fare barriers and improving coordination of fare policies across Bay Area transit operators; and

WHEREAS, MTC and Bay Area transit operators convened the Fare Integration Task Force as a special committee of the Clipper Executive Board to assess methods to improve coordination across transit fare policies; and

WHEREAS, on November 15, 2021, the Fare Integration Task Force adopted a Bay Area Transit Fare Policy Vision Statement which called for the "deployment of an all-transit agency institutional/employer pass demonstration pilot in 2022, with a focus on educational institutions, affordable housing properties, and employers of various sizes, pending available resources/technical considerations;" and

WHEREAS, MTC created the Clipper BayPass Pilot Program in 2022 under the direction of the Fare Integration Task Force in order to deliver on the commitment to establish an institutional/employer pass pilot; and

WHEREAS, the Clipper BayPass Pilot Program is inviting employers/institutions to purchase the Clipper BayPass public transportation pass, which provides unlimited access to Bay Area transit services that accept Clipper, with the exception of cable car services operated by SFMTA; and

WHEREAS, Partner Organization (Abbrev.) is interested in providing the Clipper BayPass public transportation pass to its employees [*placeholder for any clarifications from partner organization regarding how “employee” is defined*].

NOW, THEREFORE, the Parties hereto agree as follows:

1. SCOPE OF WORK

MTC agrees to provide the Clipper BayPass public transportation pass, as described and in quantities specified in Attachment A, to Partner Organization (Abbrev.) at the price of *[\$custom price]* per month per eligible employee. Partner Organization (Abbrev.) shall perform the activities described in Attachment A.

2. TIME OF PERFORMANCE

The services described by this Agreement shall commence on or around [*date of contract start*] and terminate on [*one calendar year after date of contract start*], unless the Agreement is extended by duly executed amendment or earlier terminated, as hereinafter provided.

3. FUNDING AND METHOD OF PAYMENT

- A. In order to participate in the Clipper BayPass program pilot, Partner Organization (Abbrev.) agrees to pay MTC in accordance with the amounts and processes specified in Attachment A.

All payment shall be submitted to MTC at:

Attn: Accounting Section
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105

4. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in Attachment A and any adjustments in the schedule and Payment amounts. All amendments shall be executed by the Partner Organization (Abbrev.) Project Manager, or a designated representative and MTC Executive Director, or a designated representative. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

5. TERMINATION

Either party may terminate this Agreement due to the other party's substantial failure to perform as specified in this agreement upon thirty (30) days prior written notice. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice. In the event of such termination, all Passes shall be deactivated immediately after the termination date. If either party terminates the agreement, MTC shall either invoice or refund Partner Organization (Abbrev.) as per the terms of termination specified in Attachment A.

6. RETENTION OF RECORDS

Partner Organization (Abbrev.) agrees to keep all records pertaining to the project being funded for audit purposes in accordance with generally accepted accounting practices for a minimum of four (4) years following the fiscal year of the last expenditure under this Agreement.

7. INDEMNIFICATION

Partner Organization (Abbrev.) shall indemnify and hold harmless MTC and its commissioners, directors, officers, agents and employees (each an “Indemnified Party”) from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of breach of this Agreement by Partner Organization (Abbrev.) or by any negligent or otherwise wrongful act or omission of Partner Organization (Abbrev.), its officers, commissioners, directors, employees, agents, contractors and subcontractors, or any of them, under or in connection with this Agreement; and Partner Organization (Abbrev.) agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, its commissioners, directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

8. NOTICES

Except for invoices submitted by Partner Organization (Abbrev.) pursuant to Article 3, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, or emailed to such party at their respective addresses as follows:

To MTC:	Attention: Terence Lee Metropolitan Transportation Commission Bay Area Metro Center 375 Beale Street, Suite 800 San Francisco, CA 94105 Email: tplee@bayareametro.gov
To Partner Organization (Abbrev.):	Attention: [<i>Name of Primary Contact</i>] [<i>Primary Contact Address</i>] Email: [<i>Primary Contact Email</i>]

9. ASSIGNMENT

Neither party shall assign, transfer or otherwise substitute its interest or obligations in this Agreement without the prior written consent of the other party.

10. CONFIDENTIALITY

10.1

In this Article 10, Confidentiality, the Party disclosing information shall be referred to as the “Disclosing Party” and the Party receiving information shall be referred to as the “Receiving Party”. As used herein, “Confidential Information” shall mean any non-public, confidential or proprietary information disclosed by a Party in discussions between the Parties relating to the purpose, whether disclosed orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” or “proprietary” including, without limitation: data, notes, drafts, assessments, analyses, evaluations, and reports related to the travel patterns, home and work locations, commute mode choices, and parking activities of Partner Organization (Abbrv.) employees.

10.2 Exclusions.

“Confidential Information” shall not include information that: (a) is or becomes known or available to the public, other than through a breach of an obligation hereunder by the Receiving Party; (b) is lawfully acquired by the Receiving Party from a third party without breach of a confidentiality restriction; (c) the Receiving Party can demonstrate by written proof was (i) already in its possession at the time it was disclosed hereunder by the Disclosing Party or (ii) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information; (d) has been approved for disclosure by the Disclosing Party; or (e) has been provided by Disclosing Party pursuant to the required deliverables referenced in Attachments A, Scope of Work.

10.3 Confidentiality Obligation.

Receiving Party will hold and maintain Disclosing Party’s Confidential Information in confidence, exercising at least the same degree of care as Receiving Party customarily exercises to protect its own like information, but no less than reasonable care. Without the prior written consent of Disclosing Party, Receiving Party will not: (a) disclose any portion of the Confidential Information to any person or entity other than its directors, officers, employees, agents or consultants (each a “Representative”) who reasonably need access to the Confidential Information to fulfill the purpose and is bound to protect its confidentiality including, with

respect to agents and consultants, by written agreement on terms substantially similar to this Agreement; or (b) use Confidential Information except as reasonably required in furtherance of the purpose. Receiving Party shall take reasonable steps to ensure compliance with this Agreement by its Representatives, and agrees that it is responsible to Disclosing Party for any action or failure to act by any Representative that would constitute a breach of this Agreement. Notwithstanding the foregoing, disclosure of Confidential Information by a Receiving Party shall not be precluded if such disclosure is required by a valid law, including the California Public Records Act, regulation, subpoena, demand, order or other process of a court or government entity, provided that Receiving Party provides prompt written notice to the Disclosing Party sufficiently in advance to permit the Disclosing Party to contest the disclosure or seek an appropriate protective order.

10.4 Remedies.

Without prejudice to the rights and remedies otherwise available to Disclosing Party, Disclosing Party may be entitled to equitable relief by way of injunction if there is a breach or threat of breach of any of the provisions of this Agreement by the Receiving Party. The Parties acknowledge and agree that damages may not be an adequate remedy in the event of a breach of this Agreement.

11. LAWS AND REGULATIONS

California law will control the Agreement and the exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state or federal court of competent jurisdiction, situated in San Francisco County. Partner Organization (Abbrev.) shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any Federal, California state, or local government, and of any agency of any such government, including but not limited to MTC, that relate to or in any manner affect the performance of the Agreement, which shall include, but not be limited to California Streets & Highways Code Section 31490 and any others relating to the handling of private and/or personally identifiable information.

12. ENTIRE AGREEMENT: MODIFICATION

This Agreement, including any attachments, constitutes the complete agreement between the parties and supersedes any prior written or oral communications. Partner Organization (Abbrev.) represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both Partner Organization (Abbrev.) and MTC. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION
COMMISSION

PARTNER ORGANIZATION (FULL
NAME)

Andrew B. Fremier, Executive Director

*[Signatory's Full Name], [Signatory's
Title]*

ATTACHMENT A

PROGRAM SCOPE

CLIPPER BAYPASS PILOT PROGRAM

Program Duration

The agreement for Partner Organization (Abbrev.)’s participation in Clipper BayPass Pilot Program will be in force for a duration of 365 days. Options to extend the agreement beyond the 365 days may be discussed prior to the end of the current agreement.

Clipper BayPass Capabilities

The Clipper BayPass Pilot Program utilizes the Clipper fare payment system product known as the “Events Pass”. The Clipper BayPass Pilot Program provides individual participants with a transit pass good for unlimited travel on all transit services operated by the Operators that accept Clipper, except for Cable Car service operated by the SFMTA. The “Events Pass” can be activated on any existing physical or mobile Clipper Card.

Program Payment Components

Payment for Partner Organization (Abbrev.)’s participation in Clipper BayPass is broken up into two subsections: payment for public transportation services and payment for any physical Clipper Cards that Partner Organization (Abbrev.) decides to purchase from MTC.

Payment for Public Transportation Services (Required)

Partner Organization (Abbrev.) agrees to pay MTC a minimum total amount of $\$[(\text{custom price per pass per month}) * 12 * (\text{total count of employees participating at program outset})]$ to participate in the Clipper BayPass Program for 365 days. This minimum total payment amount is based on a price of $\$[\text{custom price}]$ per pass per month, over the course of twelve months, for a total of $[\text{total count}]$ passes. MTC will make available to Partner Organization (Abbrev.) one Clipper BayPass (“Pass”) per eligible employee that Partner Organization (Abbrev.) selected to participate in this program. The total count of employees on $[\text{date}]$ is $[\text{count}]$ individuals. This total count of Employees is defined as the minimum eligible pool (the “Pool”) for the duration of the present agreement period.

Additional Passes

Partner Organization (Abbrev.) may add employees to the Clipper BayPass program Pool during the agreement. Passes shall be activated and valid from [date of contract start] (or date of issue, if later) through [one year after date of contract start].

Partner Organization (Abbrev.) shall pay MTC a total of \$[monthly pass price * 12] per Clipper BayPass for each member of the Pool for the year from [date of contract start] through [one year after date of contract start]. If additional eligible Participants enter the Pool exceeding the [count] in the Pool as defined on [date], then MTC shall issue additional Passes at the same annual price per pass of \$[monthly pass price * 12] unless entry into the program occurs after 183 days after [date of contract start], in which case 50% of the annual per Pass price (i.e., \$[monthly pass price * 6]) shall be charged per additional Pass. There shall be no pro-rating of pricing beyond the mid-year 50% price.

Cost of Additional Physical Clipper Cards (Optional)

Partner Organization (Abbrev.) may request physical Clipper Cards from MTC at a cost to Partner Organization (Abbrev.) of \$3 per physical Clipper Card. MTC will not charge Partner Organization (Abbrev.) or its eligible employees to add the BayPass to virtual Clipper Cards created by Partner Organization (Abbrev.) employees. MTC will use best efforts to provide the requested cards to Partner Organization (Abbrev.) in a timely fashion. MTC will also endeavor to activate the BayPass on the additional physical Clipper Cards before they are delivered to Partner Organization (Abbrev.).

Invoicing

MTC shall invoice Partner Organization (Abbrev.) for \$[value] (i.e., 50% of the minimum total amount of \$[value]) to participate in the Clipper BayPass program upon execution of this agreement. This payment will be referred to as the “Initial Payment”. MTC will invoice Partner Organization (Abbrev.) for the remaining 50% of the minimum total amount on [date] (183 days after [date of contract start]). By no later than [30 days after date of contract end], MTC shall invoice Partner Organization (Abbrev.) for any “Additional Passes” and/or “Additional Physical Clipper Cards” as defined herein.

Partner Organization (Abbrev.) shall remit all payments within thirty (30) days of receipt of invoice, including invoices for additional physical Clipper Cards. All payments shall be directed to:

Attn: Accounting Section
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105

Roles and Responsibilities

MTC will be responsible for:

- Providing Partner Organization (Abbrev.) with access to the Clipper Institutional Portal to allow the Clipper BayPass product to be activated and deactivated on eligible employee Clipper Cards (physical or virtual)
- Providing Partner Organization (Abbrev.) with necessary guidance and support to manage employee Clipper Cards in the Clipper Institutional Portal.
- Providing within 30 days of the start of the program, educational and promotional materials in a digital and physical format to help individuals understand the Clipper BayPass product.
- Making every reasonable effort to provide Partner Organization (Abbrev.), within 15 days of a request, with the requested number of physical Clipper Cards at a cost to Partner Organization (Abbrev.) of \$3.00 per card.
- Providing aggregated reports of travel activity with the Clipper BayPass to Partner Organization (Abbrev.).
- Managing evaluation activities including up to four, brief (~5 minute) participant surveys to be deployed electronically.

Partner Organization (Abbrev.) will be responsible for:

- Activating and deactivating the Clipper BayPass product on employee Clipper Cards and any cards ordered by Partner Organization (Abbrev.) from MTC (if requested by Partner Organization (Abbrev.)).
- Deactivating the Clipper BayPass product from employee Clipper Cards within 30 days of the separation of an eligible employee from employment at Partner Organization (Abbrev.) or within 30 days of the transition of an eligible employee to an ineligible status.
- Deactivating the Clipper BayPass product on employee Clipper Cards within 10 days of the card being reported lost or stolen.
- Tracking which Clipper BayPass serial number is associated with which employee, including in cases when employees require a replacement Clipper Card.
- Communicating to employees to promote the Clipper BayPass and educating them regarding its use. In its communications, and in the materials that MTC will provide, Partner Organization (Abbrev.) clarifies the following program nuances to its employees:
 - The Clipper BayPass cannot be used on SFMTA Cable Cars;
 - The Clipper BayPass will become inactive if it is not used (i.e., tapped on Clipper Card reader on transit or at a transit stop) within 180 days of initial activation.
 - The Clipper BayPass is non-transferable, and is only a valid fare when used by an eligible Partner Organization (Abbrev.) employee.
- Coordinating on a regular basis with the Clipper BayPass program team via virtual meetings.

Clipper BayPass

Contracting Approach and Contract Approvals

**Regional Network Management Committee
July 12, 2024**





Unlimited regional transit pass for rides on all bus, rail and ferry services in the Bay Area - anytime, anywhere



Phase 1:

Pilot with University Students and Affordable Housing Residents
Launched Summer 2022

Phase 2:

Pilot with Employers, Transportation Management Associations and Property Managers
Launched January 2024

Proposed Committee Actions

Clipper BayPass Phase 2 Pilot - Selling a new unlimited regional transit fare product to up to 10 employers with up to 20,000 total employee participants, with additional employers/participants to be added based on the approval of the Fare Integration Task Force.

1. Committee's support for **five new Partnership Agreements with institutional customers** to purchase Clipper BayPass for their employees/students/residents as a part of the Phase 2 Pilot.

- San Francisco State University (purchased for entire student body)
- MP Downtown San Mateo Associates, L.P. for MidPen Housing's Kiku Crossing community
- Brooklyn Basin Associates IV, L.P. for MidPen Housing's Foon Lok East community
- City and County of San Francisco Airport Commission
- OpenAI OpCo, LLC

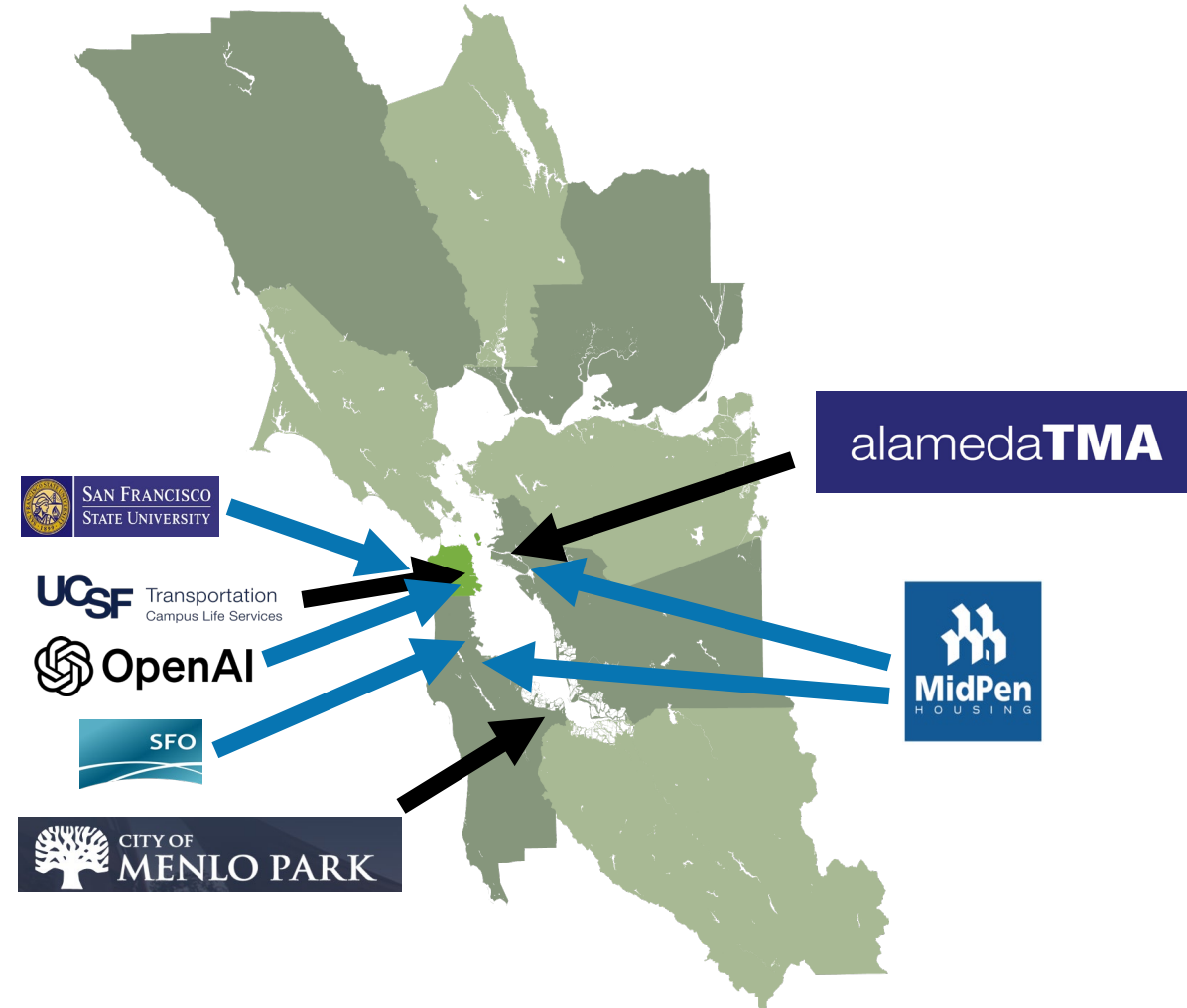




2. Committee's **delegation to the Executive Director the authority to negotiate and enter into partnership agreements to sell the Clipper BayPass Pilot product to institutional customers**
 - Delegated authority would be in place for duration of Pilot
 - Conditions: quarterly report to Committee of actions taken + \$5 million limit per Partnership Agreement
 - Proposed to streamline the business process of selling the Clipper BayPass and to provide a more efficient customer experience to institutions.

Clipper BayPass Pilot Phase 2

Overview of Customer Organizations

- Currently approx. 9,500 individuals enrolled in Phase 2 Pilot
- Large pipeline of interested organizations – onboarding on a rolling basis to manage financial risk and ensure diversity across industries and geography
- Phase 2 Pilot is selling the Clipper BayPass to interested organizations and is working to convert Phase 1 Pilot institutions (educational institutions and affordable housing) into paid Clipper BayPass organizational customers
- Project team has a special focus on enrolling:
 - Organizations in the North Bay
 - Non-profit employers



 **Proposed New Clipper BayPass Phase 2 Customer**
 **Existing Clipper BayPass Phase 2 Customer**

“The people who have it love it.



To have this, especially in this time of high inflation for our employees, really seems like a huge benefit and also a win-win to continue to support the transit infrastructure.”

Erin Gore

University of San Francisco, California

Senior Vice Chancellor of Finance and Administration



[YouTube Link: Clipper BayPass Pilot - Phase 2 Employer Testimonial Video](https://www.youtube.com/watch?v=Yk0mBssNlk4)

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