

**AGREEMENT WITH MARIN COUNTY TRANSIT DISTRICT**  
**FOR "RIDE AND ROLL" PROGRAM**

This Agreement is entered into as of this 1st day of January 2005, by and between the Marin County Transit District, hereinafter called "MCTD", and the Golden Gate Bridge, Highway and Transportation District, hereinafter called "District".

**RECITALS**

1. The Ride and Roll Program (Program) was developed by the County of Marin (County) to offer students free travel on Golden Gate Transit (GGT) buses in order to encourage students to use public transit as an alternative to automobiles, thereby improving air quality and reducing traffic congestion. The District and the County entered into a letter agreement to reimburse the District for the costs of the Program, which operated from February through June 2003, September through December 2003, January through June 2004, and from August through December 2004. The County funded the Program with grants from the Bay Area Air Quality Management District Transportation Fund for Clean Air and County general funds.

2. The District Board of Directors by Resolution No. 2004-108, at its meeting of November 19, 2004, approved an 18-month agreement between the District and MCTD for the provision of intra-county public bus transit service in Marin County, effective November 1, 2004, through April 30, 2006. Said agreement between the District and MCTD distinguishes between local Marin bus routes under the direct responsibility of MCTD, and regional bus routes under the responsibility of the District, providing for fare revenue collected on the 20 local Marin bus routes to be credited to MCTD against the total cost for providing intra-county public bus transit service.

3. With the passage of the County's Measure A, the half-cent transportation sales tax, in November 2004, MCTD is now taking over leadership of the Ride and Roll Program from the County. As a result of the abovementioned agreement between the District and MCTD, and MCTD's leadership role in the Program, it is appropriate that the District be reimbursed by MCTD only for Ride and Roll tickets used on the District's regional bus routes, which represent about twenty-five percent (25%) of the total tickets collected monthly on the combined MCTD and District bus routes.

4. The County and the District negotiated a flat monthly fee to reimburse the District for providing free transit to students under the Program and for the costs of the graphic design and production of tickets. MCTD has requested that the District agree to continue the Program for the period of January through June 2005, at the current usage rate of Twenty Eight Thousand, Six Hundred Dollars (\$28,600) per month, of which the District would receive twenty-five percent (25%), or Seven Thousand, One Hundred Fifty Dollars (\$7,150), per month reimbursement for foregone fare revenue on regional bus routes, in addition to Ten Thousand, Five Hundred Dollars (\$10,500), for the graphic design and production of tickets, during the six-month term of the contract.

5. The District Board of Directors by Ordinance No. 2004-07, at its meeting on December 17, 2004, authorized continued participation in the Program on regional bus routes, at

a discounted monthly reimbursement rate of Seven Thousand, One Hundred Fifty Dollars (\$7,150), for the period of January through June 2005, with the understanding that the rate of reimbursement for future contracts may no longer be discounted and that the Program will not require the District to provide additional bus services.

NOW, THEREFORE, the parties agree as follows:

1. SERVICES PROVIDED BY THE DISTRICT. Effective January 1, 2005 through June 30, 2005, the District agrees to provide public transit services on existing intra-Marin County bus routes to students presenting specially marked Ride and Roll student bus tickets, at no charge to students. For purposes of this Agreement, and in accordance with the District's Master Ordinance, "Student" is defined as a person 18 years of age or younger who shall produce upon request, a valid student identification card or other proof of age if there is doubt as to age. The District shall issue and arrange for the distribution of the specially marked Ride and Roll student tickets to Marin County schools.

The District also agrees to design and produce the Program's tickets, brochures, maps and schedules; to coordinate ticket distribution to the schools; and, to include publicity regarding the Program in conjunction with its regular marketing program.

2. TERM. This Agreement shall be effective as of January 1, 2005, and shall terminate on June 30, 2005, unless extended by an agreement. The parties do not contemplate earlier termination because of the Program's short duration and the difficulty of curtailing the Program after tickets are issued. Should it be necessary for either party to shorten the Program, however, a minimum notice of ninety (90) days shall be provided. The parties will negotiate reasonable compensation to the District to close out the Program.

3. COMPENSATION. MCTD shall compensate the District at the flat rate of Seven Thousand, One Hundred and Fifty Dollars (\$7,150) per month. This flat rate may be renegotiated in the event that local bus fares are increased during the Program term. In addition, MCTD shall pay the District Ten Thousand, Five Hundred Dollars (\$10,500), for providing graphic design and production services, including printing costs, during the six-month term of the contract. The District shall invoice MCTD for the flat monthly fee, and for graphic design and production services by the fifteenth of each month. Payment shall be due within thirty (30) days of the invoice date.

4. RECORDS. The District shall follow standard accounting procedures and maintain appropriate records to monitor use of the Program. The District's records of the Program shall be made available for review upon written requests from the County and MCTD.

5. EFFECT ON MARIN LOCAL SERVICE. The parties acknowledge that the Program is a special fare demonstration project, is limited in duration, and does not include an expansion of existing GGT bus services to accommodate new bus riders generated by the program.

IN WITNESS HEREOF, the parties have entered into this Agreement by their duly authorized representatives as of the date first above written.

**MARIN COUNTY TRANSIT  
DISTRICT**

**GOLDEN GATE BRIDGE, HIGHWAY  
AND TRANSPORTATION DISTRICT**

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

Title: President, Board of Directors

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

Maureen Middlebrook

Title: President, Board of Directors

Attest: \_\_\_\_\_

Janet S. Tarantino

Title: Secretary of the District

Approved as to Form:

Approved as to Form:

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

Attorney for MCTD

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

Attorney for the District