

AMENDMENT NO. 2 to

AMENDED AND RESTATED CLIPPER® MEMORANDUM OF UNDERSTANDING

This is Amendment No. 2, effective as of October 1, 2020 (“Amendment No. 2 Effective Date”) to the Amended and Restated Clipper Memorandum of Understanding (the “MOU”) dated February 19, 2016, as amended on April 17, 2017, by and among the Metropolitan Transportation Commission (“MTC”) and the following transit operators participating in the Clipper program (referred to herein individually as an “Operator” or collectively as the “Operators”):

Alameda-Contra Costa Transit District (“AC Transit”); Golden Gate Bridge Highway and Transportation District (“GGBHTD”); the San Francisco Bay Area Rapid Transit District (“BART”); the City and County of San Francisco, acting by and through its Municipal Transportation Agency (“SFMTA”); the San Mateo County Transit District (“SamTrans”); the Santa Clara Valley Transportation Authority (“VTA”); the Peninsula Corridor Joint Powers Board (“Caltrain”); Central Contra Costa Transit Authority; City of Fairfield, as the operator of Fairfield and Suisun Transit; City of Petaluma; Eastern Contra Costa Transit Authority; Livermore/Amador Valley Transit Authority; Marin County Transit District; Napa Valley Transportation Authority; Solano County Transit; Sonoma County Transit; Sonoma-Marin Area Rail Transit; Vacaville City Coach; Western Contra Costa Transit Authority; San Francisco Bay Area Water Emergency Transportation Authority; City of Santa Rosa; and City of Union City; and any other transit operators that implement Clipper and execute a Supplemental Agreement to the MOU.

MTC and the Operators are referred to herein collectively as the “Parties” or individually as a “Party”.

Recitals

1. *On September 26, 2018, MTC, as Contracting Agency under this MOU, entered into a contract (the “Next-Generation Clipper Contract”) with Cubic Transportation Systems, Inc. (the “Clipper Contractor”), to act as system integrator for the next-generation Clipper fare payment system (the “Next-Generation Clipper System”), including system design, development and testing, installation and transition, operations and maintenance, and end-of-term transition.*
2. *In order to ensure a smooth transition from the current Clipper fare payment system to the Next-Generation Clipper system, MTC extended its contract with the Clipper Contractor – to implement, operate and maintain the Clipper fare payment system through November 2, 2019 (the “Clipper Contract”) – for a period of up to five years (“Clipper Contract O&M Extension Period”), through November 2, 2024.*
3. *During the four years since the Parties entered into the MOU, the use of Clipper has expanded beyond public transit and outside the nine counties represented by the Operators.*

4. *The Parties now wish to amend the MOU to address changes to the Clipper program, including the expanded use of Clipper and the implementation, operation and maintenance of the Next-Generation Clipper fare payment System. Such changes affect cost allocation agreements among MTC and the Operators to pay for the Accelerated Deployment operation and maintenance costs associated with the implementation of a Clipper mobile app, and procurement and installation of next-generation devices during the Clipper Contract O&M Extension Period.*
5. *The purpose of the amendment to Appendix B-3 of the MOU is to identify and define the cost allocation agreements among MTC and the Operators during the Clipper Contract O&M Extension Period. The Clipper Contract O&M Extension Period includes two payment mechanisms: a line item based price structure as described in the Clipper Contract and a time and materials reimbursement. Under the terms of the Clipper Contract O&M Extension, the line item price structure will apply through at least November 2, 2021. Thereafter, payment may continue in accordance with the Clipper Contract line item price structure, or, if mutually agreed to by MTC and the Clipper Contractor, and with one year's advance notice, transition to time and materials payment. Sections 1 and 2 of Appendix B-3 establish the cost allocation agreements among the Parties through at least November 2, 2021, and apply also to any subsequent Clipper Contract O&M Extension Period years paid for according to the line item price structure in the Clipper Contract. Section 3 of Appendix B-3 allocates costs among the Parties during any time and materials payment years in the Clipper Contract O&M Extension Period. Section 4 of Appendix B-3 allocates revenue from the Clipper Contract, regardless of the form of payment to the Clipper Contractor.*
6. *For purposes of this Amendment No. 2, references to the "Clipper program" or "Clipper" refer collectively to the systems implemented under the Clipper Contract, the Next- Generation Clipper Contract, and other contracts to be entered into to implement and operate the current and Next- Generation Clipper System.*

The MOU is amended as follows:

1. Article I, Operator Responsibilities, is deleted in its entirety and replaced by a new Article I, Operator Responsibilities, to read as follows:

ARTICLE I, Operator Responsibilities

Each Operator agrees to:

- A. Implement and operate the Clipper program in accordance with the Clipper Operating Rules, as adopted and amended from time to time, consistent with the consultation and approval process set forth in Appendix A, Process for Amending Clipper Operating Rules, attached hereto and incorporated herein by this reference. The Clipper Operating Rules establish operating parameters and procedures for the consistent and efficient operation of Clipper throughout the region. The current version of the Clipper Operating Rules is available on MTC's website at <http://clipper.mtc.ca.gov>

- B. Pay its share of Clipper costs, including costs of the salary of additional Clipper staff necessary to support the Executive Board, according to Appendix B, Clipper Cost and Revenue Allocation, *as amended*, attached hereto and incorporated herein by this reference. Changes to Appendix B require an amendment to the MOU in accordance with Article XI.A.
- C. Make its facilities and staff available for implementation and operation of Clipper. Any Operator and the Contracting Agency may agree to an Operator-specific implementation plan, setting forth specific requirements regarding implementation and operation of Clipper for such Operator.
- D. Make determinations regarding the placement of Clipper equipment on the Operator's facilities and equipment; perform necessary site preparation; attend Clipper Contractor training on the use of the Clipper equipment; and provide training to employees using the equipment.
- E. ~~Beginning two years after the effective date of this Agreement, and every two years thereafter, p~~Participate in a ~~regular~~ *as-needed* reviews of the cost and revenue allocation formulas in Appendix B; to support fairness among Operators and to accommodate changes in shared operation costs.
2. Article II, MTC Responsibilities, is amended to add subsection G, as follows:
- G. *Enter into Affiliate Participant agreements in accordance with Article VI.B.*
3. Article IV, Clipper Executive Board, is deleted in its entirety and replaced by a new Article IV, Clipper Executive Board, to read as follows:

ARTICLE IV, Clipper Executive Board

- A. Role; Composition. The Parties agree that responsibility for the *policy oversight and* management of the ~~current~~ Clipper program ~~as well as the strategic planning effort to procure and implement a future system on or before the termination of the current Clipper Contract~~, shall reside with a Clipper Executive Board ("Executive Board"). The Executive Board's responsibilities shall be executed in a manner consistent with the Operator, MTC and Contracting Agency responsibilities set forth in Articles I, II and III, respectively. The Executive Board shall be comprised of nine members: one representative each from SFMTA, BART, Caltrain/SamTrans, AC Transit, VTA, GGBHTD and MTC, and two representatives who are selected to represent all other Operators (the "Small Operators") in the sole discretion of the Small Operators. Each representative shall be at the General Manager or Senior Management level.
- B. Principles. The Executive Board shall adhere to the following principles:
1. The Clipper program shall continue as the primary electronic fare collection system for the Operators.

2. Each member of the Executive Board commits to actively advance the continued successful operation, maintenance and growth of the Clipper program on a cost effective, operationally efficient, and coordinated basis.
3. Promote efforts to reduce the overall cost of the Clipper program, including operating costs, capital costs and consultant expense.
4. Promote regional efforts to simplify fare structures while protecting revenue levels.

C. Duties. The Executive Board shall undertake the following duties:

1. Meet in accordance with a regular meeting schedule established by the Executive Board, not less than quarterly.
2. Establish goals for the Clipper program, including targets to increase market penetration and cost containment initiatives. The Program Goals and Performance Measures are attached as Appendix C, and may be amended by unanimous vote of the Executive Board from time to time.
3. Propose for review by MTC, Operators and other funding sources (collectively, the "Funding Agencies") a biennial capital and operating budget for the Clipper program. Revise and adopt the proposed budget in accordance with the Clipper budgets adopted and/or allocations made by each of the Funding Agencies. The biennial budget will outline staffing requirements and resources needed to accomplish the work plan. The budget will define required funding, identify funding sources, and specify the amount of individual agency contributions.
4. Adopt a detailed biennial work plan to implement the established goals and budget.
5. Designate the Contracting Agency, as further described in and subject to Article IV.D, and provide policy oversight, advice, and direction to the Contracting Agency.
6. Evaluate the performance of the Clipper Executive Director on at least an annual basis. The Board will develop goals and objectives jointly with the Clipper Executive Director, which will form the basis for the annual evaluation.
7. Review and authorize Significant Business Matters as described in Article IV.E.
8. Establish such procedures as shall be necessary or desirable to facilitate compliance by the Executive Board with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) (the "Brown Act") and other applicable laws.

- D. Designation of a Contracting Agency. The Executive Board shall designate one of the Parties to serve as the "Contracting Agency" with the responsibilities defined in Article III. MTC shall serve as the initial Contracting Agency. The Executive Board shall review the designation of the Contracting Agency not more often than once every three (3) years and may designate any of the Parties as a new Contracting Agency no later than one year prior to the proposed assignment date, which designation may be subject to the approval of the governing board of the proposed new Contracting Agency. In the event of a new designation, the then-current Contracting Agency shall seek approval from its governing board to assign all outstanding contracts, funding agreements, licenses, and accounts to the newly designated Contracting Agency and, if it receives approval from its governing board for such assignment, take such other actions as may be necessary or convenient to effect the transition of the Contracting Agency role. In the event of a change from the role of MTC as the Contracting Agency, the Executive Board will work with MTC and the successor Contracting Agency to protect or minimize loss or degradation of jobs for Clipper support staff at MTC.
- E. Significant Business Matters. The Executive Board shall decide all Significant Business Matters by a majority vote. "Significant Business Matter" shall mean any matter that can reasonably be expected to have a substantial financial impact (defined as an impact of \$250,000 or more) or a substantial operating impact (defined as causing operations to fall below then-current annual operational goals) on Clipper or any of the Parties. Significant Business Matters, include, but are not limited to the following:
1. Approval of Clipper *Program Contracts and Change Orders* that exceed the maximum authority levels established by the Contracting Agency's procurement rules for its chief executive officer, or \$250,000, whichever is less, or that are not funded in the biennial budget. Contracting Agency governing board approval may also be required.
 2. Amendments to the Clipper Operating Rules, pursuant to Appendix A.
 3. Acceptance of new Parties to the Clipper program. The Executive Board delegates to MTC the authority to sign supplemental agreements with new Parties accepted into the program, as provided in Article VI.
 4. *Acceptance of Clipper Affiliate Participants, as described in Article VI.B, and implementation of new business ventures or opportunities for the Clipper program.*
 - ~~5. Contract awards for contract amounts that exceed the maximum authority levels established by the then-current Contracting Agency's procurement rules for its chief executive officer, or \$250,000, whichever is less. Contracting Agency governing board approval may also be required.~~
 5. Assignment of the *Next-Generation Clipper Contracts*. Contracting Agency approval shall also be required.

6. Approval of expenses (administrative, operating and legal) incurred by the Contracting Agency if in excess of or not contemplated by the current approved budget.
- ~~7. Approval of the Clipper® 2.0 rollout strategy.~~
7. Decision whether any other matter, not expressly included or excluded as a Significant Business Matter in this list, is a Significant Business Matter in accordance with the definition above.

The foregoing definition of “Significant Business Matters” may be amended by unanimous vote of the Executive Board from time to time.

- F. Quorum. Five members of the Executive Board constitute a quorum. In the absence of a quorum, a smaller number of Executive Board members may secure the attendance of absent members by video conference, teleconference or other means compliant with the Brown Act to establish a quorum. Only eligible voting members shall be counted to establish a quorum.
 - G. Voting. Each member of the Executive Board shall have one vote. A vote of a majority of the Executive Board is required for approval. Executive Board members may not abstain from voting on any matter before the Executive Board, except in cases of conflicts of interest.
 - H. Board Chair; Committees. The Executive Board shall bi-annually elect a Chair and Vice Chair from its members. The Chair shall provide administrative staff support to the Executive Board, as needed as determined by the Chair and the Clipper Executive Director. The Chair may appoint advisory committees or working groups for specified projects of limited duration. The Executive Board may establish standing committees from time to time.
 - I. Delegates. Executive Board members may appoint, in writing, delegates to vote on their behalf in the event of a member's absence from any Executive Board meeting, for up to four (4) meetings per calendar year. No voting rights are accorded to delegates, nor do delegates count toward a quorum of the Executive Board, when they are representing an Executive Board member for meetings after four (4) missed meetings in a calendar year.
4. Article VI, New Operator Participants, is amended as follows:

The title of Article VI is amended to read: “*New Operator and Affiliate Participants*,” and a new subsection B is added to Article VI, entitled “*Affiliate Participants*”.

- A. *New Operator Participants.* Any Bay Area transit operator not a Party to this Agreement must be approved by the Executive Board and agree to the terms of the MOU then in effect as a condition of implementing Clipper, by entering into a supplemental agreement to this MOU accepting the then-current terms of this MOU. Signature by the other Parties to the MOU is not required. MTC shall not enter into a supplemental agreement

with a particular operator prior to the issuance of a Change Notice to the Clipper Contract covering all or a portion of the work required to accept such operator into the system. MTC shall provide the other Parties to the MOU with written notice of each supplemental agreement. *“Bay Area transit operator”, for purposes of this Article VI means a transit operator with headquarters located within the nine counties within MTC’s jurisdiction.*

- B. *Affiliate Participants. The Executive Board must approve implementation of Clipper or use of the Clipper card, brand, or application on any transit operator with headquarters located outside the Bay Area or by a business that is not a transit operator (collectively, “Affiliate Participants”), with the exception of institutional programs such as university or employee programs. Affiliate Participants shall be required to enter into an agreement with the Contracting Agency accepting the then-current terms of the MOU and agreeing to additional terms and conditions for implementation of Clipper or use of the Clipper card, brand, or application. Any additional costs incurred by the Clipper program shall be paid for in accordance with such agreements. In addition, the Contracting Agency shall include indemnification provisions in such agreements at least as stringent as those set forth in Article VII.*

5. Article VIII, Term, is amended as follows:

The term of the MOU shall begin on the Effective Date and continue through *February 19, 2026*~~June 30, 2025~~, unless terminated by written agreement of the Parties.

6. Appendix B-3, Clipper Cost and Revenue Allocation Effective January 1, 2017, is deleted in its entirety and replaced with a new Appendix B-3, attached hereto and incorporated herein by this reference.
7. A new Appendix B-4, Next-Generation Clipper Contract Operations & Maintenance (O&M) Cost Allocation, is added, attached hereto and incorporated herein by this reference.
8. All other terms of the MOU not amended herein shall remain in full force and effect.

SIGNATURES ON SUBSEQUENT PAGES


IN WITNESS WHEREOF, this Amendment has been duly authorized and executed by the Parties hereto on the dates specified below by their duly authorized representatives.

Metropolitan Transportation Commission

Approved as to form:
Adrienne D. Weil, General Counsel


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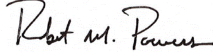
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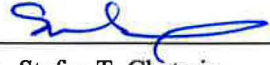
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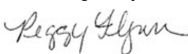
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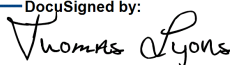
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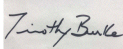
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City of Santa Rosa

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Appendix B-3, Clipper Contract Cost and Revenue Allocation Effective January 1, 2017**1. Cost Allocation Among Operators**

The allocation of Clipper operating costs to each Operator shall be tied to the cost driver of each category of operating expense outlined in Section 2.B. The percent allocation in each category will be based on actuals by Operator. "Percentage of Cards Used" by Operator will be used to assess operating fees for account-based, fixed or other costs not directly attributable to either transit transactions or revenue and will be based on the number of individual cards used at least once on an Operator's system. "Fee-Generating Transit Transactions" shall mean any activity in which a Clipper card is used to receive service on or from an Operator's system that results in a charge pursuant to Attachment 2 to Part I of the contract between MTC and Cubic for the operation of Clipper. "Revenue Processed" shall mean the fee collected on behalf of each Operator by the Clipper clearinghouse (*e.g.*, the price charged to ride on the Operator's transit system, the value of pass sales, the amount of parking fees paid).

The allocation of Clipper operating costs to each Operator *while the current Clipper Contract line item pricing structure is applicable* shall be based on the following formula:

MOU Section 2.B.i	Fee Category	Allocation Formula
a,b,c	9.0 Cardholder Support Services	Percentage of Cards Used
d,e,f	10.0 Third Party Load Service Fees	Percentage of Cards Used
g	11.0 Autoload Services	Percentage of Cards Used
h	13.22.45 Supplemental Operations	Percentage of Cards Used
i	13.31 Clipper Transaction Fee	Percentage of Fee-Generating Transit Transactions
j,k,l,m	13.60-90 Incremental Credit/Debit Card Interchange Fees	Percentage of Revenue Processed
n	Reimbursement of Bank Fees/Direct Charges	Percentage of Revenue Processed
o	Network Communication	Direct Charge to Operator
p	Specialized Card Printing	Direct Charge to Operator
q,r	Operator Share of Staffing	Percentage of Cards Used
s	Add Value/TVM Debit Card Interchange Fees for Non-Clipper Gateways	Percentage of Revenue Processed

In addition to the Clipper operating costs allocated in accordance with Section 2.B(i) herein, each Operator shall be responsible for payment of:

- a. Clipper Data Server (CDS) Store operating costs specified below for any CDS Store implemented on such Operator's site; *and*

- ~~b. Credit/debit interchange fees charged through ticket office terminal devices using an Operator specific credit/debit gateway. This responsibility is subject to review pursuant to Article I.E to ensure that no single Operator is unfairly burdened by such fees; and~~
- b. Incremental Clipper operating costs established by and/or resulting from Clipper Contract change orders requested and funded by an Operator for Operator's use and benefit shall be the responsibility of such Operator. This applies to costs or portions of costs that would otherwise be MTC's responsibility as described below.

2. Clipper Costs

A. MTC Operating and Maintenance Costs. MTC shall pay the following Clipper operating costs *under the Clipper Contract's line item pricing structure*:

- i. All fixed operating costs of the Clipper clearinghouse and equipment maintenance services costs as specified in the Clipper Contract's Price Schedule (Attachment 2 to the Clipper Contract) (the "Price Schedule"), including:
- a. Item 3.20 Program Management – Operations and Maintenance
 - b. Item 3.30 Clipper Testbed Operations & Maintenance
 - c. Item 5.31 Operator Help Desk
 - d. Item 5.32 Reporting
 - e. Item 5.33 Asset Management
 - f. Item 6.0 Equipment Maintenance Services
 - g. Item 10.21(a) Location Acquisition
 - h. Item 10.22 Location Servicing and Support
 - i. Item 10.23 (a) Acquisition Payment for Third Party Location
 - j. Item 12.0 Network Management
 - k. Item 13.22 Basic Monthly Operations and Admin
- ii. Variable Clipper operating costs as specified in the Price Schedule (Attachment 2 to the Clipper Contract), specifically:
- a. Item 7.10-2 Senior and Youth Card Mail-In Applications
 - b. Item 8.10(a-g) Card Distribution Services
 - c. Item 8.11 Card Distribution Services
 - d. Item 8.12 Card Distribution Services
 - e. Item 8.20 Cardholder Education
 - f. Item 8.31 Location Acquisition for Completion of Distribution Network
 - g. Item 8.32 Location Acquisition for Completion of Distribution Network
 - h. Item 8.41 Pass Through of Amounts Paid for Installation of Phone Lines
 - i. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)

- j. Item 9.5 Service Level Standard Incentives and Abatements
 - k. Item 13.100 Mobile Website Operations and Maintenance
- iii. All other lump sum and capital expense items specified in the Price Schedule not enumerated above or covered by Section 2.B.

B. Operator Operating Costs under the Clipper Contract's Line Item Pricing Structure.

- i. Operators shall pay the following listed Clipper operating costs in accordance with the cost sharing formula in Section I, reduced by any amounts payable by MTC pursuant to Section 2.A. References to Item numbers refer to the corresponding prices payable to the Clipper Contractor under the Price Schedule, which are subject to annual price adjustment as specified in Article 13.6 of the Clipper Contract:
 - a. Item 9.24 Balance Protection Services Registration
 - b. Item 9.25 Lock/unlock Clipper Application
 - c. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
 - d. Item 10.11 Clipper E-purse Load
 - e. Item 10.12 Pass/Stored Ride Load
 - f. Item 10.24 Employer Program Commission
 - g. Item 11.0 Autoload Services
 - h. Item 13.22.45 Supplemental Monthly Operations and Admin
 - i. Item 13.31 Clipper Transaction Fee
 - j. Item 13.60 Incremental Gateway Fees
 - k. Item 13.70 Incremental Debit Card Interchange Fees
 - l. Item 13.80 Incremental Credit Card Interchange Fees
 - m. Item 13.90 Pass Through Website Credit Card Processing Fees
 - n. Reimbursement of Contracting Agency bank fees and direct bank charges in connection with the Clipper bank account(s) in excess of the amounts reimbursed under Section 34.A below
 - o. Direct payment or reimbursement of Contracting Agency costs for network communication.
 - p. Direct payment or reimbursement of Contracting Agency costs for materials necessary for additional printing, e.g. secondary printing or personalization, on Clipper cards
 - q. Reimbursement of Contracting Agency costs for a portion of salary and benefits of any additional staffing as approved by the Executive Board to support the Clipper program.
 - r. Reimbursement of Contracting Agency costs for a portion (at least fifty percent) of the salary and benefits of the Clipper Executive Director as approved by the Executive Board.
 - s. Reimbursement of Operator costs for credit/debit interchange fees ~~charged through an Operator-specific gateway associated with Clipper sales through generated through an Operator-specific gateway associated with~~ *Clipper sales through ticket office terminal (TOT)*

devices and add value and ticket vending machines, as long as the total average fees do not substantially exceed the average Clipper fees. ~~Reimbursement procedures are subject to the adoption by the Clipper Executive Board at least 90 days in advance.~~

- ii. Changes or Additions to Operator Operating Costs Items. Except as reserved for Executive Board approval in 2.B(i)(q, r, s), substantive changes or additions to the Operator-paid operating cost items set forth in Section 2.B(i) require an amendment to this Appendix B and approval of all Parties to the MOU as of the date of the change or addition.
- iii. Contracting Agency shall invoice each Operator on a monthly basis for its share of the operating costs. The Operators shall pay Contracting Agency within fifteen (15) calendar days of receipt of such invoice.

3. *Cost Allocation of Time and Materials Payments to Clipper Contractor during Clipper Contract O&M Extension Period*

Any payments to the Clipper Contractor on a time and materials basis during the Clipper Contract O&M Extension Period, exclusive of pass-through fees, will be split equally (50%/50%) between MTC and the Operators. The Operators' share shall then be further allocated to each Operator based 50% on its Percentage of Cards Used and 50% on its percentage of Fee-Generating Transit Transactions.

Pass-through fees shall be allocated to Operators as set forth Sections 1 and 2 above.

4. *Revenue Allocation*

Revenues generated by Clipper during any period of time, including interest earnings on funds held by the clearinghouse and excluding fare revenues or parking fees collected on behalf of and distributed to Operators, shall be utilized as follows:

- A. To offset Contracting Agency's bank fees and direct bank charges related to the managing of the Clipper accounts;
- B. After deduction of Contracting Agency's bank fees and charges under Section 34.A above, To reduce the Operators' Clipper operating costs listed in Section 2.B(i) or in Section 3 above; and
- C. After payment of Operators' Clipper operating costs listed in Section 2.B(i) or in Section 3 above, to be allocated to Operators by applying the percentage of cards used by Operator specified in Section I herein, unless otherwise authorized by the Executive Board.

Notwithstanding the above, fees charged cardholders for card acquisition, card replacement, balance restoration, failed Autoload funding recovery, card refund processing, and other card- related activities shall be reserved to pay for future card

procurements; provided, however, that surcharges on limited use cards or other fare media imposed by an Operator to pay for the acquisition, implementation, administration and replacement of such fare media shall be distributed to and retained by such Operator. (For clarity, any surcharge imposed by an Operator as part of its fare structure shall be considered "fare revenue" and shall be distributed to and retained by such Operator.)

Review

~~The Parties acknowledge that this Appendix B is based upon and specific to the payment terms of the existing Clipper Contract which has a term through November 2, 2019. Therefore, the Parties agree to commence timely, good faith negotiations to implement revisions to this Appendix B necessitated by any Executive Board approval of (a) any extension to the existing Clipper contract or (b) any contracts that succeed or replace the existing Clipper contract, whether in whole or in part, that would take effect on such successor contract's effective date."~~

Appendix B-4***Next-Generation Clipper Contract Operations & Maintenance (O&M) Cost Allocation*****1. *Allocation of Fixed Monthly Accelerated Deployment O&M Payments***

Payments to the Clipper Contractor for Accelerated Deployment of the Next-Generation Clipper system under the Next-Generation Clipper Contract will be triggered by issuance of a Notice to Proceed (NTP) from MTC to the Clipper Contractor for the Accelerated Deployment Mobile Application and another NTP for Accelerated Deployment of Next-Generation Clipper System equipment.

- a. Accelerated Deployment fixed monthly O&M payments triggered by MTC issuance of an NTP for the Clipper mobile application shall be split 50%/50% between MTC and the Operators. Each Operator's share would then be determined based 50% on its Percentage of Unique Cards Used and 50% on its percentage of Fee-Generating Transit Transactions.*
- b. Accelerated Deployment fixed monthly O&M payments triggered by issuance of an NTP for the procurement and installation of Next-Generation Clipper equipment shall be split 50%/50% between MTC and the Operators. Each Operator's share would then be determined based 50% on its Percentage of Cards Used and 50% on its percentage of Fee-Generating Transit Transactions (excluding BART's Fee-Generating Transit Transactions from the total count).*
- c. MTC shall pay for 100% of the pass-through fees associated with the conversion of physical Clipper cards to virtual mobile cards.*
- d. On-going pass-through fees associated with the use of virtual mobile cards shall be split 50%/50% between MTC and the Operators. Each Operator's share would then be determined based on its Percentage of Unique Cards Used.*

AMENDED AND RESTATED CLIPPER® MEMORANDUM OF UNDERSTANDING

This Amended and Restated Clipper® Memorandum of Understanding (this "MOU") is entered into as of the ~~14th~~ day of February, 2016 (the "Effective Date"), by and among the Metropolitan Transportation Commission ("MTC") and the following transit operators participating in the Clipper® program (referred to herein individually as an "Operator" or collectively as the "Operators"):

Alameda-Contra Costa Transit District ("AC Transit"); Golden Gate Bridge Highway and Transportation District ("GGBHTD"); the San Francisco Bay Area Rapid Transit District ("BART"); the City and County of San Francisco, acting by and through its Municipal Transportation Agency ("SFMTA"); the San Mateo County Transit District ("SamTrans"); the Santa Clara Valley Transportation Authority ("VTA"); the Peninsula Corridor Joint Powers Board ("Caltrain"); Central Contra Costa Transit Authority; City of Fairfield, as the operator of Fairfield and Suisun Transit; City of Petaluma; Eastern Contra Costa Transit Authority; Livermore/Amador Valley Transit Authority; Marin County Transit District; Napa County Transportation and Planning Agency; Solano County Transit; Sonoma County Transit; Sonoma-Marin Area Rail Transit; Vacaville City Coach; Western Contra Costa Transit Authority; San Francisco Bay Area Water Emergency Transportation Authority; City of Santa Rosa; and City of Union City; and any other transit operators that implement Clipper® and execute a Supplemental Agreement to the MOU.

MTC and the Operators are referred to herein collectively as the "Parties" or individually as a "Party".

Recitals

1. Clipper® (formerly TransLink®) is an automated fare payment system for intra- and inter-Operator transit trips in the San Francisco Bay Area that has been implemented and is currently being operated on Operators' transit systems.
2. MTC entered into a contract (the "Clipper® Contract") with Cubic Transportation Systems, Inc. (the "Clipper® Contractor"), to implement, operate and maintain the Clipper® fare payment system through November 2, 2019.
3. On December 12, 2003, MTC and six of the Operators entered into an interagency participation agreement (the "IPA") to create a forum for joint agency decision-making (the "TransLink® Consortium") to work towards the successful implementation of the TransLink® automated fare payment system. The IPA was superseded and replaced by a Memorandum of Understanding Regarding Operations and Maintenance of Clipper® Fare Collection System dated November 10, 2011, by and among MTC and, initially, seven of the Operators (the "2011 MOU"). The 2011 MOU delineated, among other things, MTC's responsibilities, including as contracting agency, the Operators' responsibilities, a consultation process for amending the Clipper® Operating Rules, allocation of operating expenses among the Operators and MTC, and a dispute resolution process.
4. The Parties have examined the successes and challenges of the program to date and have identified certain areas in which existing arrangements should be modified or clarified to maximize the benefits to the Parties and Bay Area transit customers of the continued expansion, modification, operation and maintenance of the Clipper® program.

5. The Parties now wish to amend and restate the 2011 MOU in its entirety to clarify their respective roles and responsibilities, define roles and responsibilities for a newly-defined "Contracting Agency," establish a "Clipper® Executive Board," and establish a Clipper® Executive Director to ensure the successful operation and maintenance of Clipper®.

ARTICLE I Operator Responsibilities

Each Operator agrees to:

- A. Implement and operate the Clipper® fare payment system in accordance with the Clipper® Operating Rules, as adopted and amended from time to time, consistent with the consultation and approval process set forth in Appendix A, Process for Amending Clipper® Operating Rules, attached hereto and incorporated herein by this reference. The Clipper® Operating Rules establish operating parameters and procedures for the consistent and efficient operation of Clipper® throughout the region. The current version of the Clipper Operating Rules® is available on MTC's website at <http://www.mtc.ca.gov/planning/tcip/>.
- B. Pay its share of Clipper® costs, including costs of the salary of additional Clipper® staff necessary to support the Executive Board, according to Appendix B, Clipper® Cost and Revenue Allocation, attached hereto and incorporated herein by this reference. Changes to Appendix B require an amendment to the MOU in accordance with Article XI.A.
- C. Make its facilities and staff available for implementation and operation of Clipper®. Any Operator and the Contracting Agency may agree to an Operator-specific implementation plan, setting forth specific requirements regarding implementation and operation of Clipper® for such Operator.
- D. Make determinations regarding the placement of Clipper® equipment on the Operator's facilities and equipment; perform necessary site preparation; attend Clipper® Contractor training on the use of the Clipper® equipment; and provide training to employees using the equipment.
- E. Beginning two years after the effective date of this Agreement, and every two years thereafter, participate in a review of the cost and revenue allocation formula in Appendix B, to support fairness among Operators and to accommodate changes in shared operation costs.

ARTICLE II MTC Responsibilities

MTC agrees to:

- A. Fund a portion of the Clipper® operating and maintenance costs, including costs of the salary of additional Clipper® staff necessary to support the Executive Board, as set forth in Appendix B. Subject to availability of necessary funds, inclusion of projects in the Regional Transportation Plan and Transportation Improvement Program where necessary, and receipt of all necessary Commission approvals, budget appropriations and

allocations, MTC will continue to fund capital and Contracting Agency operating costs in the manner that it has funded capital and Contracting Agency operating costs to date, through a dedicated allocation of federal, state and local funds, both discretionary and project designated. Recommended annual capital allocations will be identified in the work plan approved by the Executive Board. (See Article IV.C.4.)

- B. Retain all books, papers, records, documents, and other materials pertaining to its responsibilities under Appendix B (the "Materials") in accordance with federal grant and audit requirements and generally accepted accounting principles and make the Materials available to Parties upon request through reasonable means and at reasonable times. Parties may request that Materials be made available for the most recently closed fiscal year during the term of this MOU and for up to one year thereafter; provided, however, that nothing in this Article II.B is intended to limit a Party's rights to obtain records under the California Public Records Act (Government Code Section 6250 *et seq.*).
- C. Continue to serve as the Contracting Agency (described in Article III), and continue to provide adequate staffing to support the Clipper® program under the direction of the Clipper® Executive Director (described in Article V), until such time as the Executive Board designates, and MTC's Commission approves, the assignment of MTC's duties as Contracting Agency to another Party pursuant to Article IV.D.
- D. Employ the initial Clipper® Executive Director (described in Article V). MTC reserves the right to make decisions regarding hiring, promotion, termination, compensation, and removal of the initial Clipper® Executive Director. Selection of a successor Executive Director shall be in accordance with Article III.J.
- E. Continue to create and maintain all copyrights and other intellectual property necessary or convenient for the operation of the Clipper® fare payment system and provide any necessary licenses to use such intellectual property to the Contracting Agency, if other than MTC.
- F. Enter into supplemental agreements with new operator participants in accordance with Article VI.

ARTICLE III Contracting Agency Responsibilities

The Contracting Agency agrees to:

- A. On behalf of the Parties, procure, award, manage and carry out the duties and responsibilities of the Clipper® program counterparty under all contracts necessary for the expansion, modification, modernization, operation, maintenance, marketing and customer service of the Clipper® fare payment system, including the Clipper® Contract and any successor contract and any contracts for associated professional services for the Clipper® program as a whole.
- B. Establish, manage and implement Clipper® Operating Rules in accordance with Appendix A.
- C. Provide regular updates (at least quarterly) on the Clipper® program to the Parties.

- D. Support the Parties with respect to Articles I.E and II.A by providing system data affecting the cost allocation formula.
- E. Own specified Clipper® program capital equipment, as may be required by grant or funding agency rules and regulations, and transfer ownership, to the greatest extent permitted under such rules and regulations, to any successor Contracting Agency.
- F. Hold and manage the Clipper® bank accounts and act as an agency in trust for the benefit of the cardholders for funds deposited by the cardholders for the ultimate use on the services provided by the Operators, and for the benefit of the Operators for funds due to Operators until dispersed to such Operators.
- G. Conduct an annual contract compliance audit covering Clipper® program revenue collection and allocation and cost allocation responsibilities under the MOU and provide a copy of the complete audit report to all Parties upon conclusion of each such annual audit.
- H. Retain all books, papers, records, documents, and other materials pertaining to its responsibilities under Appendix B (the "Materials") in accordance with federal grant and audit requirements and generally accepted accounting principles and make the Materials available to Parties upon request through reasonable means and at reasonable times. Parties may request that Materials be made available for the most recently closed fiscal year during the term of this MOU and for up to one year thereafter; provided, however, that nothing in this Article III.H is intended to limit a Party's rights to obtain records under the California Public Records Act (Government Code Section 6250 *et seq.*).
- I. Serve as the Application Issuer and Card Issuer, as those terms are defined in the Clipper® Operating Rules.
- J. Engage the Clipper® Executive Director in accordance with Article V. The Contracting Agency reserves the right to make decisions regarding hiring, promotion, termination, compensation, and removal of the Clipper® Executive Director provided that it shall not engage the successor to the initial and successor Executive Directors without the concurrence of the Executive Board. The Contracting Agency shall collaborate with the Executive Board in considering potential candidates for Executive Director.
- K. Provide adequate staffing (including program and legal staff) to support the Clipper® program. The Contracting Agency reserves the right to make decisions regarding hiring, promotion, termination, compensation and removal of program staff.
- L. Provide necessary logistical and technological support to the Executive Board and any committees thereof, except as provided in Article IV.H.

ARTICLE IV

Clipper® Executive Board

- A. Role; Composition. The Parties agree that responsibility for the management of the current Clipper® program, as well as the strategic planning effort to procure and implement a future system on or before the termination of the current Clipper® Contract, shall reside with a Clipper® Executive Board ("Executive Board"). The Executive Board's responsibilities shall be executed in a manner consistent with the Operator, MTC

and Contracting Agency responsibilities set forth in Articles I, II and III, respectively. The Executive Board shall be comprised of nine members: one representative each from SFMTA, BART, Caltrain/SamTrans, AC Transit, VTA, GGBHTD and MTC, and two representatives who are selected to represent all other Operators (the "Small Operators") in the sole discretion of the Small Operators. Each representative shall be at the General Manager or Senior Management level.

B. Principles. The Executive Board shall adhere to the following principles:

1. The Clipper® program shall continue as the primary electronic fare collection system for the Operators.
2. Each member of the Executive Board commits to actively advance the continued successful operation, maintenance and growth of the Clipper® program on a cost effective, operationally efficient, and coordinated basis.
3. Promote efforts to reduce the overall cost of the Clipper® system, including operating costs, capital costs and consultant expense.
4. Promote regional efforts to simplify fare structures while protecting revenue levels.

C. Duties. The Executive Board shall undertake the following duties:

1. Meet in accordance with a regular meeting schedule established by the Executive Board, not less than quarterly.
2. Establish goals for the Clipper® program, including targets to increase market penetration and cost containment initiatives. The Program Goals and Performance Measures are attached as Appendix C, and may be amended by unanimous vote of the Executive Board from time to time.
3. Propose for review by MTC, Operators and other funding sources (collectively, the "Funding Agencies") a biennial capital and operating budget for the Clipper® program. Revise and adopt the proposed budget in accordance with the Clipper® budgets adopted and/or allocations made by each of the Funding Agencies. The biennial budget will outline staffing requirements and resources needed to accomplish the work plan. The budget will define required funding, identify funding sources, and specify the amount of individual agency contributions.
4. Adopt a detailed biennial work plan to implement the established goals and budget.
5. Designate the Contracting Agency, as further described in and subject to Article IV.D, and provide policy oversight, advice, and direction to the Contracting Agency.
6. Evaluate the performance of the Clipper® Executive Director on at least an annual basis. The Board will develop goals and objectives jointly with the Clipper® Executive Director, which will form the basis for the annual evaluation.
7. Review and authorize Significant Business Matters as described in Article IV.E.

8. Establish such procedures as shall be necessary or desirable to facilitate compliance by the Executive Board with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*) (the "Brown Act") and other applicable laws.
- D. Designation of a Contracting Agency. The Executive Board shall designate one of the Parties to serve as the "Contracting Agency" with the responsibilities defined in Article III. MTC shall serve as the initial Contracting Agency. The Executive Board shall review the designation of the Contracting Agency not more often than once every three (3) years and may designate any of the Parties as a new Contracting Agency no later than one year prior to the proposed assignment date, which designation may be subject to the approval of the governing board of the proposed new Contracting Agency. In the event of a new designation, the then-current Contracting Agency shall seek approval from its governing board to assign all outstanding contracts, funding agreements, licenses, and accounts to the newly designated Contracting Agency and, if it receives approval from its governing board for such assignment, take such other actions as may be necessary or convenient to effect the transition of the Contracting Agency role. In the event of a change from the role of MTC as the Contracting Agency, the Executive Board will work with MTC and the successor Contracting Agency to protect or minimize loss or degradation of jobs for Clipper® support staff at MTC.
- E. Significant Business Matters. The Executive Board shall decide all Significant Business Matters by a majority vote. "Significant Business Matter" shall mean any matter that can reasonably be expected to have a substantial financial impact (defined as an impact of \$250,000 or more) or a substantial operating impact (defined as causing operations to fall below then-current annual operational goals) on Clipper® or any of the Parties. Significant Business Matters, include, but are not limited to the following:
1. Approval of Clipper® Contract Change Orders that exceed the maximum authority levels established by the Contracting Agency's procurement rules for its chief executive officer, or \$250,000, whichever is less, or that are not funded in the biennial budget. Contracting Agency governing board approval may also be required.
 2. Amendments to the Clipper® operating rules, pursuant to Appendix A.
 3. Acceptance of new Parties to the Clipper® program. The Executive Board delegates to MTC the authority to sign supplemental agreements with new Parties accepted into the program, as provided in Article VI.
 4. Implementation of new business ventures or opportunities for the Clipper® program.
 5. Contract awards for contract amounts that exceed the maximum authority levels established by the then-current Contracting Agency's procurement rules for its chief executive officer, or \$250,000, whichever is less. Contracting Agency governing board approval may also be required.
 6. Assignment of the Clipper® Contract. Contracting Agency approval shall also be required.
 7. Approval of expenses (administrative, operating and legal) incurred by the Contracting Agency if in excess of or not contemplated by the current approved budget.

8. Approval of the Clipper® 2.0 rollout strategy.
9. Decision whether any other matter, not expressly included or excluded as a Significant Business Matter in this list, is a Significant Business Matter in accordance with the definition above.

The foregoing definition of “Significant Business Matters” may be amended by unanimous vote of the Executive Board from time to time.

- F. Quorum. Five members of the Executive Board constitute a quorum. In the absence of a quorum, a smaller number of Executive Board members may secure the attendance of absent members by video conference, teleconference or other means compliant with the Brown Act to establish a quorum. Only eligible voting members shall be counted to establish a quorum.
- G. Voting. Each member of the Executive Board shall have one vote. A vote of a majority of the Executive Board is required for approval. Executive Board members may not abstain from voting on any matter before the Executive Board, except in cases of conflicts of interest.
- H. Board Chair; Committees. The Executive Board shall annually elect a Chair and Vice Chair from its members. The Chair shall provide administrative staff support to the Executive Board, as needed as determined by the Chair and the Clipper® Executive Director. The Chair may appoint advisory committees or working groups for specified projects of limited duration. The Executive Board may establish standing committees from time to time.
- I. Delegates. Executive Board members may appoint, in writing, delegates to vote on their behalf in the event of a member's absence from any Executive Board meeting, for up to two (2) meetings per calendar year. No voting rights are accorded to alternates, nor do alternates count toward a quorum of the Executive Board, when alternates are representing an Executive Board member for meetings after two (2) missed meetings in a calendar year.

ARTICLE V Clipper® Executive Director

The Clipper® Executive Director shall be responsible for regional coordination of the Clipper® program among the Parties, oversight of consultants and contractors retained for the design, operation and maintenance of the Clipper® program, and effectuation of the goals and work plan adopted by the Executive Board in accordance with the budget. Clipper® program support staff engaged by the Contracting Agency shall report to the Clipper® Executive Director.

The Clipper® Executive Director shall be selected and appointed by the Contracting Agency following consultation with the Executive Board to factor in any Executive Board concerns. The Contracting Agency will directly engage the Clipper® Executive Director as its employee or independent contractor in accordance with any civil service or procurement rules applicable to the Contracting Agency. The initial Clipper® Executive Director shall be Carol Kuester and shall be an employee of MTC.

ARTICLE VI New Operator Participants

Any Bay Area transit operator not a Party to this Agreement must be approved by the Executive Board and agree to the terms of the MOU then in effect as a condition of implementing Clipper®, by entering into a supplemental agreement to this MOU accepting the then-current terms of this MOU. Signature by the other Parties to the MOU is not required. MTC shall not enter into a supplemental agreement with a particular operator prior to the issuance of a Change Notice to the Clipper® Contract covering all or a portion of the work required to accept such operator into the system. MTC shall provide the other Parties to the MOU with written notice of each supplemental agreement.

ARTICLE VII Indemnification

- A. Mutual Indemnification. No Party to this MOU (including any of its directors, commissioners, officers, agents or employees) shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party under or in connection with this Agreement. Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify and hold other Parties harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by such indemnifying Party under or in connection with this Agreement and for which such indemnifying Party would otherwise be liable.
- B. Contracting Agency Indemnification of Other Parties. Notwithstanding the provisions of Subsection A above, the Contracting Agency shall indemnify, hold harmless, and defend the other Parties from any and all claims or liability resulting from any action or inaction on the part of Contracting Agency relating to the Clipper® Contract or from its failure to carry out its responsibilities under Article III of this MOU. With respect only to MTC as Contracting Agency, this indemnification covers action or inaction on the part of MTC relating to the Clipper® Contract prior to the Effective Date of this MOU. Except as stated in the previous sentence, this indemnification only covers action or inaction on the part of a Contracting Agency while it serves as Contracting Agency under this MOU.
- C. Other Parties' Indemnification of Contracting Agency. Notwithstanding the provisions of Subsection A above, each Party hereto that is not the Contracting Agency shall indemnify, hold harmless, and defend the Contracting Agency from any and all claims or liability resulting from any action or inaction on the part of such Party relating to its responsibilities under Article I or II, as applicable, of this MOU.
- D. Operator Indemnification of MTC. Notwithstanding the provisions of Subsection A above, each Operator shall indemnify, hold harmless, and defend MTC from any and all claims or liability resulting from any action or inaction on the part of such Operator relating to its responsibilities under Article I of this MOU.
- E. MTC Indemnification of Operators. Notwithstanding the provisions of Subsection A above, MTC shall indemnify, hold harmless, and defend each Operator from any and all claims or liability resulting from any action or inaction on the part of MTC relating to its responsibilities under Article II of this MOU.

ARTICLE VIII
Term

The term of the MOU shall begin upon the Effective Date and continue through June 30, 2025, unless terminated by written agreement of the Parties.

ARTICLE IX
Dispute Resolution

The Parties agree to abide by the dispute resolution procedures in Appendix D, Dispute Resolution, attached hereto and incorporated herein by this reference to resolve disputes between or among Parties to the MOU. To invoke the dispute resolution process, two Executive Board members must request it.

ARTICLE X
Changed Circumstances

Any Party may initiate informal discussions among the Parties concerning the provisions of this MOU, based on its assessment that changes in technology or other factors external to the MOU or the Clipper® Contract indicate that it would be in the best interests of one or more Parties to consider revisions to the MOU. If a majority of Parties agree, the Parties will then jointly evaluate the changed circumstances to determine what, if any, revisions to the MOU are necessary or desirable. Any agreed-upon changes shall require an amendment to the MOU approved and executed by all Parties.

ARTICLE XI
General Provisions


- A. The entire Agreement between and among the Parties is contained herein, and no change in or modification, termination or discharge of this MOU shall be valid or enforceable unless it is approved by the Parties and made in writing and signed by the Parties.
- B. Headings in this MOU are for convenience only and not intended to define, interpret or limit the terms and conditions herein.
- C. This MOU may be executed in one or more counterparts, each of which shall be considered an original and all of which shall constitute a single instrument.
- D. This MOU is intended for the sole benefit of the Parties and is not intended to nor shall be construed to confer any benefit or create any right in any third party.
- E. Appendix E, Special Provisions for the City and County of San Francisco, attached hereto and incorporated herein by this reference, sets forth the terms and conditions required by the City and County of San Francisco in any expenditure contracts entered into by the City.
- F. If any provision of this MOU or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such provision to persons, entities or circumstances, other

than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this MOU shall be valid and be enforceable to the fullest extent permitted by law.

- G. Notices provided under the MOU shall be provided to the individuals listed in Appendix F, Notices, attached hereto and incorporated herein by this reference. Each Party to the MOU is responsible for notifying other Parties of a change in the individual designated to receive notices in writing. Changes to Appendix F may be made by any Party without an amendment to this MOU. MTC will distribute to every other Party the notice information of new Parties to the MOU added pursuant to Article VI.
- H. This MOU supersedes and replaces the Memorandum of Understanding Regarding Operations and Maintenance of Clipper Fare Collection System dated November 10, 2011, as amended, in its entirety.
- I. By its execution of this MOU, each Party (i) acknowledges that, although the City of Rio Vista executed a Supplemental Agreement to the 2011 MOU, it subsequently declined to have Clipper® implemented on its bus system, (ii) waives the requirement for 240 days' advance notice to it of the City of Rio Vista's withdrawal from the 2011 MOU, and (iii) acknowledges that the City of Rio Vista is therefore not a Party to this MOU upon its initial execution and delivery.

IN WITNESS WHEREOF, this MOU has been duly authorized and executed by the Parties hereto on the dates specified below by their duly authorized representatives.

Metropolitan Transportation Commission



 Steve Heminger, Executive Director

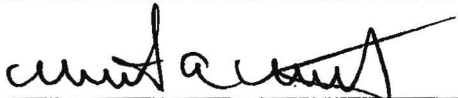
Date: 2/19/16

Approved as to form:



 Adrienne Weil, General Counsel

Alameda-Contra Costa Transit District



Name: MICHAEL A. HURST

Title: GENERAL MANAGER

Date: 9/23/2015

Approved as to form and content:



Denise C. Standridge, General Counsel

**Golden Gate Bridge, Highway and
Transportation District**

Denis Mulligan
Name: Denis J. Mulligan
Title: General Manager
Date: October 9, 2015

Approved as to form:

Kimon Manolius
Kimon Manolius, General Counsel

San Francisco Bay Area Rapid Transit District

Name: _____
Title: _____
Date: _____

Approved as to form:

Matthew Burrows, General Counsel

**City and County of San Francisco
Municipal Transportation Agency**

Name: Edward D. Reiskin
Title: Director of Transportation
Date: _____

Approved as to form:

Dennis J. Herrera, City Attorney

Name: Robin M. Reitzes
Title: Deputy City Attorney

Municipal Transportation Agency Board of Directors
Resolution No. _____
Dated: _____

Secretary, SFMTAB

San Mateo County Transit District

Name: Jim Hartnett
Title: General Manager/CEO
Date: _____

Approved as to form:

Joan L. Cassman, General Counsel

**Golden Gate Bridge, Highway and
Transportation District**

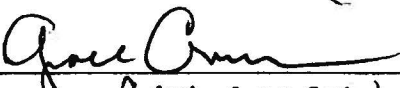
Approved as to form:

Name: _____
Title: _____
Date: _____


_____, General Counsel

San Francisco Bay Area Rapid Transit District

Approved as to form:



Name: GRACE CRONICAN
Title: GENERAL MANAGER
Date: 12/9/15



Matthew Burrows, General Counsel

**City and County of San Francisco
Municipal Transportation Agency**

Approved as to form:
Dennis J. Herrera, City Attorney

Name: Edward D. Reiskin
Title: Director of Transportation
Date: _____

Name: Robin M. Reitzes
Title: Deputy City Attorney

Municipal Transportation Agency Board of Directors
Resolution No. _____
Dated: _____

Secretary, SFMTAB

San Mateo County Transit District

Approved as to form:

Name: Jim Hartnett
Title: General Manager/CEO
Date: _____

Joan L. Cassman, General Counsel

**Golden Gate Bridge, Highway and
Transportation District**

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

San Francisco Bay Area Rapid Transit District


Approved as to form:

Name: _____
Title: _____
Date: _____

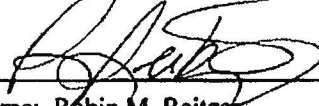
Matthew Burrows, General Counsel

**City and County of San Francisco
Municipal Transportation Agency**

Approved as to form:
Dennis J. Herrera, City Attorney




Name: Edward D. Reiskin
Title: Director of Transportation
Date: December 1, 2015



Name: Robin M. Reitzes
Title: Deputy City Attorney

Municipal Transportation Agency Board of Directors
Resolution No. 15-113
Dated: August 18, 2015



Secretary, SFMTAB

San Mateo County Transit District

Approved as to form:

Name: Jim Hartnett
Title: General Manager/CEO
Date: _____

Joan L. Cassman, General Counsel

**Golden Gate Bridge, Highway and
Transportation District**

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

San Francisco Bay Area Rapid Transit District

Approved as to form:

Name: _____
Title: _____
Date: _____

Matthew Burrows, General Counsel

**City and County of San Francisco
Municipal Transportation Agency**

Approved as to form:
Dennis J. Herrera, City Attorney

Name: Edward D. Reiskin
Title: Director of Transportation
Date: _____

Name: Robin M. Reitzes
Title: Deputy City Attorney

Municipal Transportation Agency Board of Directors
Resolution No. _____
Dated: _____

Secretary, SFMTAB

San Mateo County Transit District

Approved as to form:

Name: Jim Hartnett
Title: General Manager/CEO
Date: 8/14/2015

Joan L. Cassman, General Counsel

Santa Clara Valley Transportation Authority

Approved as to form:

Nuria I. Fernandez
Name: NURIA I. FERNANDEZ
Title: GM/CEO
Date: November 2, 2015

Robert Fisher
_____, General Counsel

Peninsula Corridor Joint Powers Board

Approved as to form:

Name: Jim Hartnett
Title: Executive Director
Date: _____

Joan L. Cassman, General Counsel

Central Contra Costa Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

Madeline Chun, General Counsel

**City of Fairfield
Fairfield and Suisun Transit**

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

City of Petaluma

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Santa Clara Valley Transportation Authority

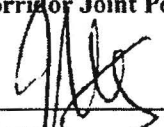
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Date: _____

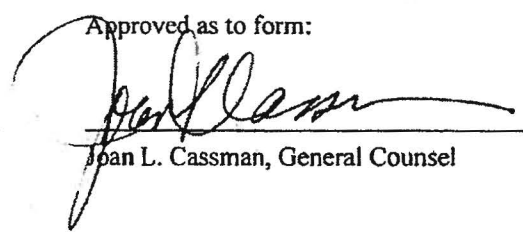
_____, General Counsel

Peninsula Corridor Joint Powers Board

Approved as to form:



Name: Jim Hartnett
Title: Executive Director
Date: 9/14/2015



Joan L. Cassman, General Counsel

Central Contra Costa Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

Madeline Chun, General Counsel

**City of Fairfield
Fairfield and Suisun Transit**

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

City of Petaluma

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Santa Clara Valley Transportation Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Peninsula Corridor Joint Powers Board


Approved as to form:

Name: Jim Hartnett
Title: Executive Director
Date: _____

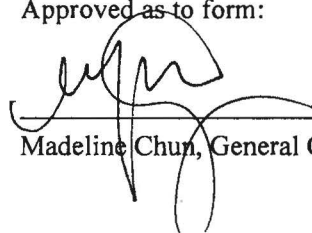
Joan L. Cassman, General Counsel

Central Contra Costa Transit Authority

Approved as to form:



Name: Rick Romo
Title: General Manager
Date: 10/28/15



Madeline Chun, General Counsel

**City of Fairfield
Fairfield and Suisun Transit**

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

City of Petaluma

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Santa Clara Valley Transportation Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Peninsula Corridor Joint Powers Board

Approved as to form:

Name: Jim Hartnett
Title: Executive Director
Date: _____

Joan L. Cassman, General Counsel

Central Contra Costa Transit Authority

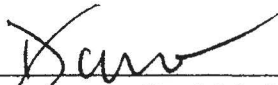
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Date: _____

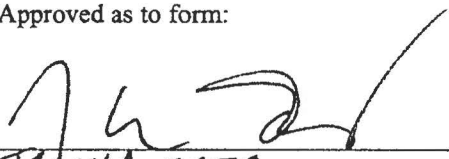
Madeline Chun, General Counsel

**City of Fairfield
Fairfield and Suisun Transit**

Approved as to form:

HWB


Name: **David A. White**
Title: **City Manager**
Date: **10/15/15**



TRISHA ORTIZ, General Counsel

City of Petaluma

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Santa Clara Valley Transportation Authority

Approved as to form:

Name: _____

_____, General Counsel

Title: _____

Date: _____

Peninsula Corridor Joint Powers Board

Approved as to form:

Name: Jim Hartnett

Joan L. Cassman, General Counsel

Title: Executive Director

Date: _____

Central Contra Costa Transit Authority

Approved as to form:

Name: _____

Madeline Chun, General Counsel

Title: _____

Date: _____

**City of Fairfield
Fairfield and Suisun Transit**

Approved as to form:

Name: _____

_____, General Counsel

Title: _____

Date: _____

City of Petaluma

Approved as to form:



Name: John C. Brown

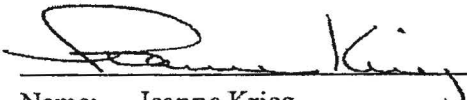
Eric D. Smith, General Counsel

Title: City Manager


Date: 2/9/16

City of Petaluma

Eastern Contra Costa Transit Authority


Name: Jeanne Krieg
Title: CEO
Date: 10-6-2015

Approved as to form:


Ben Stock, General Counsel

Livermore/Amador Valley Transit Authority

Name: _____
Title: _____
Date: _____

Approved as to form:

Michael N. Conneran, General Counsel

Marin County Transit District

Name: _____
Title: _____
Date: _____

Approved as to form:

_____, General Counsel

Napa County Transportation and Planning Agency

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Solano County Transit

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Eastern Contra Costa Transit Authority

Approved as to form:

Name: _____

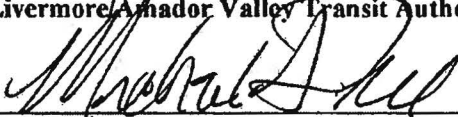
_____, General Counsel

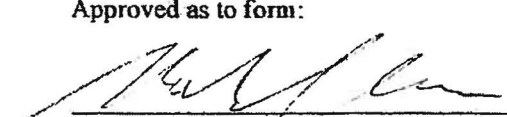
Title: _____

Date: _____

Livermore/Amador Valley Transit Authority

Approved as to form:





Name: Michael S Trce

Michael N. Conncran, General Counsel

Title: Executive Director

Date: _____

Marin County Transit District

Approved as to form:

Name: _____

_____, General Counsel

Title: _____

Date: _____

Napa County Transportation and Planning Agency

Approved as to form:

Name: _____

_____, General Counsel

Title: _____

Date: _____

Solano County Transit

Approved as to form:

Name: _____

_____, General Counsel

Title: _____

Date: _____

Eastern Contra Costa Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Livermore/Amador Valley Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

Michael N. Conneran, General Counsel

Marin County Transit District

Approved as to form:

Nancy E. Whelan
Name: Nancy E. Whelan
Title: General Manager
Date: September 25, 2015

Brian Case

BRIAN CASE, General Counsel

Napa County Transportation and Planning Agency

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Solano County Transit

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Eastern Contra Costa Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Livermore/Amador Valley Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

Michael N. Conneran, General Counsel

Marin County Transit District


Approved as to form:

Name: _____
Title: _____
Date: _____

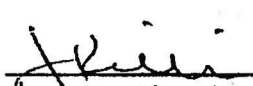
_____, General Counsel

Napa County Transportation and Planning Agency

Approved as to form:



Name: Wade Miller
Title: Executive Director
Date: 11/18/2015



Louise Killian, General Counsel

Solano County Transit

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Eastern Contra Costa Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Livermore/Amador Valley Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

Michael N. Conneran, General Counsel

Marin County Transit District

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Napa County Transportation and Planning Agency


Approved as to form:

Name: _____
Title: _____
Date: _____

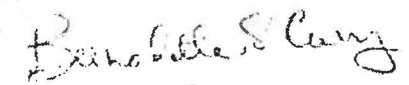
_____, General Counsel

Solano County Transit

Approved as to form:

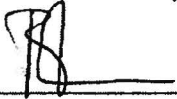


Name: Diana Sabarita
Title: Executive Director
Date: 10/16/2015



Bernadette Curry, General Counsel

Sonoma County Transit

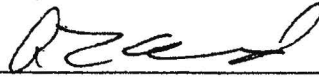


Name: BRYAN AUBEE

Title: TRANSIT SYSTEMS MANAGER

Date: 10.23.15

Approved as to form:



ADAM BRAND, General Counsel

Sonoma-Marin Area Rail Transit District

Approved as to form:

Name: _____

_____, General Counsel

Title: _____

Date: _____

Vacaville City Coach

Approved as to form:

Name: _____

_____, General Counsel

Title: _____

Date: _____

Western Contra Costa Transit Authority

Approved as to form:

Name: _____

_____, General Counsel

Title: _____

Date: _____

**San Francisco Bay Area Water Emergency
Transportation Authority**

Approved as to form:

Name: _____

Stanley S. Taylor III, General Counsel

Title: _____

Date: _____

Sonoma County Transit


Approved as to form:

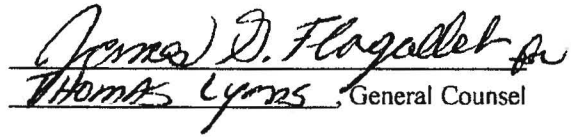
Name: _____
Title: _____
Date: _____

_____, General Counsel

Sonoma-Marin Area Rail Transit District

Approved as to form:


Name: FARHAD MANSOURIAN
Title: General Manager
Date: 9-25-15


THOMAS LYONS, General Counsel

Vacaville City Coach

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Western Contra Costa Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

**San Francisco Bay Area Water Emergency
Transportation Authority**

Approved as to form:

Name: _____
Title: _____
Date: _____

Stanley S. Taylor III, General Counsel

Sonoma County Transit

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Sonoma-Marin Area Rail Transit District


Approved as to form:

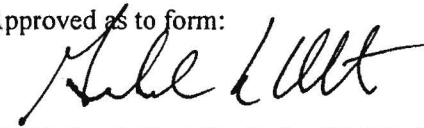
Name: _____
Title: _____
Date: _____

_____, General Counsel

Vacaville City Coach

Approved as to form:


Name: Steven L. Hart
Title: Public Works Director
Date: 9/10/2015


Gerald L. Hobrecht General Counsel

Western Contra Costa Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

**San Francisco Bay Area Water Emergency
Transportation Authority**

Approved as to form:

Name: _____
Title: _____
Date: _____

Stanley S. Taylor III, General Counsel

Sonoma County Transit

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Sonoma-Marina Area Rail Transit District

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Vacaville City Coach

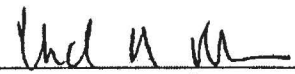
Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Western Contra Costa Transit Authority

Approved as to form:



Name: CHARLES ANDERSON
Title: GENERAL MANAGER
Date: 9-30-2015



Michael Conner, General Counsel

**San Francisco Bay Area Water Emergency
Transportation Authority**

Approved as to form:

Name: _____
Title: _____
Date: _____

Stanley S. Taylor III, General Counsel

Sonoma County Transit

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Sonoma-Marín Area Rail Transit District

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Vacaville City Coach

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

Western Contra Costa Transit Authority

Approved as to form:

Name: _____
Title: _____
Date: _____

_____, General Counsel

**San Francisco Bay Area Water Emergency
Transportation Authority**

Approved as to form:

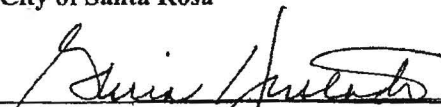
Nina Bannells

Name: NINA BANNELLS
Title: EXECUTIVE DIRECTOR
Date: 10/29/15

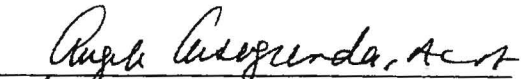
Stanley S. Taylor III

Stanley S. Taylor III, General Counsel

City of Santa Rosa


 Name: GLORIA HURTADO
 Title: DEPUTY CITY MANAGER
 Date: 1/20/2016

Approved as to form:


Assistant City General Counsel
 Attorney

City of Union City

 Name: _____
 Title: _____
 Date: _____

Approved as to form:

 _____, General Counsel

City of Santa Rosa


Approved as to form:

Name: _____
Title: _____
Date: _____

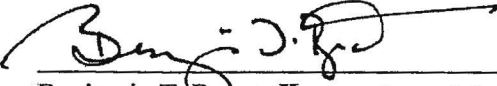
_____, General Counsel

City of Union City

Approved as to form:



Name: Antonio E. Acosta
Title: City Manager
Date: 12 OCTOBER 2015



Benjamin T. Reyes, II, General Counsel
CITY ATTORNEY

ATTEST:



Anna M. Brown, City Clerk

Appendix A

Process for Amending Clipper® Operating Rules

1. The Contracting Agency shall provide written notice to the other Parties at least ninety (90) days in advance of making any changes to the Operating Rules affecting Operator Roles and Responsibilities (Section 3 of the Clipper® Operating Rules). Notice shall be provided by email to the contact named in Appendix F, or as subsequently revised or updated by the Parties, as provided in Article XI.G.
2. The Contracting Agency shall provide additional notice to the other Parties on possible changes to the Operating Rules affecting Operator Roles and Responsibilities in the regular Clipper® program reports furnished under Article III.C.
3. The Contracting Agency's notices shall include enough information to enable the other Parties to determine the financial and other impacts of the proposed change.
4. If requested by any Party within 30 days of issuance of such notice, the Contracting Agency will consult with all affected Parties concerning the proposed change prior to its adoption.
5. Any Party that requires additional time in excess of the notice period specified by the Contracting Agency to implement a change may notify the Contracting Agency of the additional period of time required during the initial 30-day notice period. The Contracting Agency will then work with the Party(ies) during the consultation period to modify the effective date and/or content of the Operating Rules change, as necessary.
6. Following such consultation process, if any Party(ies) objects to the proposed change, as modified during the consultation process, such Party(ies) may initiate one or more of the dispute resolution processes described in Appendix D.
7. The Contracting Agency shall delay the implementation of the disputed change until the conclusion of the dispute resolution process.
8. All proposed changes to the Operating Rules shall be presented for approval to the Executive Board. The Contracting Agency agrees that it shall not implement changes to the Operating Rules that have not been approved by the Executive Board.
9. Upon MTC's approval of this MOU, MTC Commission approval of changes to the Operating Rules will no longer be required.

Appendix B

Clipper Cost and Revenue Allocation [see applicable sub-appendices on following pages]

Appendix B-1

Clipper[®] Cost and Revenue Allocation Effective upon execution of Amended and Restated MOU through June 30, 2016

1. Cost Allocation Among Operators

The allocation of Clipper[®] operating costs to each Operator shall be based on a combination of revenue collected and the number of fee payment transactions processed. "Revenue collected" shall mean the fee collected on behalf of each Operator by the Clipper[®] clearinghouse (*e.g.*, the price charged to ride on the Operator's transit system, the value of pass sales, the amount of parking fees paid). A "fee payment transaction" shall mean any activity in which a Clipper[®] card is used to receive service on or from an Operator's system (*e.g.*, to ride on the Operator's transit system, to park on the Operator's property). A fee payment transaction shall be attributed to the Operator on whose system the service was provided, except that a transaction in which a patron uses a Muni monthly pass to ride BART will be attributed to SFMTA. All fee payment transactions are included for purposes of allocating Clipper[®] operating costs, regardless of whether the transaction results in a reduction of the amount of stored value or stored rides on a Clipper[®] card (*e.g.*, use of a monthly pass on a transit system, intra-operator transfers, entry and exit transactions for a single ride where both transactions are required to compute the appropriate fare payment).

One-third (1/3) of Clipper[®] operating costs shall be allocated to Operators based on each Operator's share of total revenue collected by the Clipper[®] clearinghouse, as defined above. Two-thirds (2/3) of Clipper[®] operating costs shall be allocated to Operators based on each Operator's share of total fee payment transactions processed by the Clipper[®] clearinghouse, as defined above.

In addition to the Clipper[®] operating costs allocated in accordance with Section 2.B(i) herein, each Operator shall be responsible for payment of:

- a. Clipper[®] Data Server (CDS) Store operating costs specified below for any CDS Store implemented on such Operator's site;
- b. Credit/debit interchange fees charged through an Operator-specific credit/debit gateway associated with Clipper[®] sales through add value machines, ticket office terminal devices and ticket vending machines. This responsibility is subject to review pursuant to Article I.E of the MOU to ensure that no single Operator is unfairly burdened by such fees; and
- c. Incremental Clipper[®] operating costs established by and/or resulting from Clipper[®] Contract change orders requested and funded by an Operator for such Operator's use and benefit shall be the responsibility of such Operator. This

applies to costs or portions of costs that would otherwise be MTC's responsibility as described in Section 2.A herein.

2. Clipper® Costs

A. MTC Operating and Maintenance Costs. MTC shall pay the following Clipper® operating costs:

- i. All fixed operating costs of the Clipper® clearinghouse and equipment maintenance services costs as specified in the Clipper® Contract's Price Schedule (Attachment 2 to the Clipper® Contract) (the "Price Schedule"), including:
 - a. Item 3.20 Program Management – Operations and Maintenance
 - b. Item 3.30 Clipper® Testbed Operations & Maintenance
 - c. Item 5.31 Operator Help Desk
 - d. Item 5.32 Reporting
 - e. Item 5.33 Asset Management
 - f. Item 6.0 Equipment Maintenance Services
 - g. Item 10.21(a) Location Acquisition
 - h. Item 10.22 Location Servicing and Support
 - i. Item 10.23 (a) Acquisition Payment for Third Party Location
 - j. Item 12.0 Network Management
 - k. Item 13.22 Basic Monthly Operations and Admin
- ii. Variable Clipper® operating costs as specified in the Price Schedule (Attachment 2 to the Clipper® Contract), specifically:
 - a. Item 7.10-2 Senior and Youth Card Mail-In Applications
 - b. Item 8.10(a-g) Card Distribution Services
 - c. Item 8.11 Card Distribution Services
 - d. Item 8.12 Card Distribution Services
 - e. Item 8.20 Cardholder Education
 - f. Item 8.31 Location Acquisition for Completion of Distribution Network
 - g. Item 8.32 Location Acquisition for Completion of Distribution Network
 - h. Item 8.41 Pass Through of Amounts Paid for Installation of Phone Lines
 - i. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
 - j. Item 9.5 Service Level Standard Incentives and Abatements
 - k. Item 13.100 Mobile Website Operations and Maintenance
- iii. All other lump sum and capital expense items specified in the Price Schedule not enumerated above or covered by Section 2.B.

B. Operator Operating Costs.

- i. Operators shall pay the following listed Clipper® operating costs in accordance with the cost sharing formula in Section 1, reduced by any amounts payable by MTC pursuant to Section 2.A. References to Item numbers refer to the corresponding prices payable to the Clipper® Contractor under the Price Schedule, which are subject to annual price adjustment as specified in Article 13.6 of the Clipper® Contract:
 - a. Item 9.24 Balance Protection Services Registration

- b. Item 9.25 Lock/unlock Clipper® Application
- c. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
- d. Item 10.11 Clipper® E-purse Load
- e. Item 10.12 Pass/Stored Ride Load
- f. Item 10.24 Employer Program Commission
- g. Item 11.0 Autoload Services
- h. Item 13.22.45 Supplemental Monthly Operations and Admin
- i. Item 13.31 Clipper® Transaction Fee
- j. Item 13.60 Incremental Gateway Fees
- k. Item 13.70 Incremental Debit Card Interchange Fees
- l. Item 13.80 Incremental Credit Card Interchange Fees
- m. Item 13.90 Pass Through Website Credit Card Processing Fees
- n. Reimbursement of Contracting Agency bank fees and direct bank charges in connection with the Clipper® bank account(s) in excess of the amounts reimbursed under Section 3.A below
- o. Direct payment or reimbursement of Contracting Agency costs for network communication.
- p. Direct payment or reimbursement of Contracting Agency costs for materials necessary for additional printing, e.g. secondary printing or personalization, on Clipper® cards
- q. Reimbursement of Contracting Agency costs for a portion of salary and benefits of any additional staffing as approved by the Executive Board to support the Clipper® program.

- ii. Changes or Additions to Operator Operating Costs Items. Except as reserved for Executive Board approval in Section 2.B(i)(q), substantive changes or additions to the Operator-paid operating cost items set forth in Section 2.B(i) require an amendment to this Appendix B and approval of all Parties to the MOU as of the date of the change or addition.

- C. Contracting Agency shall invoice each Operator on a monthly basis for its share of the operating costs. The Operators shall pay Contracting Agency within fifteen (15) calendar days of receipt of such invoice.

3. Revenue Allocation

Revenues generated by Clipper® during any period of time, including interest earnings on funds held by the clearinghouse and excluding fare revenues or parking fees collected on behalf of and distributed to Operators, shall be utilized as follows:

- A. To offset Contracting Agency's bank fees and direct bank charges related to the managing of the Clipper® accounts;
- B. After deduction of Contracting Agency's bank fees and charges under Section 3.A, to reduce the Operators' Clipper® operating costs listed in Section 2.B(i); and
- C. After payment of Operators' Clipper® operating costs listed in Section 2.B(i), to be allocated to Operators using the formula specified in Section 1.

Notwithstanding the above, fees charged cardholders for card acquisition, card replacement, balance restoration, failed Autoload funding recovery, card refund processing, and other card-related activities shall be reserved to pay for future card procurements; provided, however, that surcharges on limited use cards or other fare media imposed by an Operator to pay for the acquisition, implementation, administration and replacement of such fare media shall be distributed to and retained by such Operator. (For clarity, any surcharge imposed by an Operator as part of its fare structure shall be considered "fare revenue" and shall be distributed to and retained by such Operator.)

4. Review

The Parties acknowledge that this Appendix B is based upon and specific to the payment terms of the existing Clipper® Contract which has a term through November 2, 2019. Therefore, the Parties agree to commence timely, good-faith negotiations to implement revisions to this Appendix B necessitated by any Executive Board approval of (a) any extension of the existing Clipper contract or (b) any contracts that succeed or replace the existing Clipper contract, whether in whole or in part.

Appendix B-2

Clipper[®] Cost and Revenue Allocation Effective July 1, 2016 through December 31, 2016

1. Cost Allocation Among Operators

The allocation of Clipper[®] operating costs to each Operator shall be based on a combination of revenue collected and the number of fee payment transactions processed. "Revenue collected" shall mean the fee collected on behalf of each Operator by the Clipper[®] clearinghouse (*e.g.*, the price charged to ride on the Operator's transit system, the value of pass sales, the amount of parking fees paid). A "fee payment transaction" shall mean any activity in which a Clipper[®] card is used to receive service on or from an Operator's system (*e.g.*, to ride on the Operator's transit system, to park on the Operator's property). A fee payment transaction shall be attributed to the Operator on whose system the service was provided, except that a transaction in which a patron uses a Muni monthly pass to ride BART will be attributed to SFMTA. All fee payment transactions are included for purposes of allocating Clipper[®] operating costs, regardless of whether the transaction results in a reduction of the amount of stored value or stored rides on a Clipper[®] card (*e.g.*, use of a monthly pass on a transit system, intra-operator transfers, entry and exit transactions for a single ride where both transactions are required to compute the appropriate fare payment).

One-third (1/3) of Clipper[®] operating costs shall be allocated to Operators based on each Operator's share of total revenue collected by the Clipper[®] clearinghouse, as defined above. Two-thirds (2/3) of Clipper[®] operating costs shall be allocated to Operators based on each Operator's share of total fee payment transactions processed by the Clipper[®] clearinghouse, as defined above.

In addition to the Clipper[®] operating costs allocated in accordance with Section 2.B(i) herein, each Operator shall be responsible for payment of:

- a. Clipper[®] Data Server (CDS) Store operating costs specified below for any CDS Store implemented on such Operator's site;
- b. Credit/debit interchange fees charged through ticket office terminal devices using an Operator specific credit/debit gateway. This responsibility is subject to review pursuant to Article I.E of the MOU to ensure that no single Operator is unfairly burdened by such fees; and
- c. Incremental Clipper[®] operating costs established by and/or resulting from Clipper[®] Contract change orders requested and funded by an Operator for such Operator's use and benefit shall be the responsibility of such Operator. This applies to costs or portions of costs that would otherwise be MTC's responsibility as described below.

2. Clipper® Costs

A. MTC Operating and Maintenance Costs. MTC shall pay the following Clipper® operating costs:

i. All fixed operating costs of the Clipper® clearinghouse and equipment maintenance services costs as specified in the Clipper® Contract's Price Schedule (Attachment 2 to the Clipper® Contract) (the "Price Schedule"), including:

- a. Item 3.20 Program Management – Operations and Maintenance
- b. Item 3.30 Clipper® Testbed Operations & Maintenance
- c. Item 5.31 Operator Help Desk
- d. Item 5.32 Reporting
- e. Item 5.33 Asset Management
- f. Item 6.0 Equipment Maintenance Services
- g. Item 10.21(a) Location Acquisition
- h. Item 10.22 Location Servicing and Support
- i. Item 10.23 (a) Acquisition Payment for Third Party Location
- j. Item 12.0 Network Management
- k. Item 13.22 Basic Monthly Operations and Admin

ii. Variable Clipper® operating costs as specified in the Price Schedule (Attachment 2 to the Clipper® Contract), specifically:

- a. Item 7.10-2 Senior and Youth Card Mail-In Applications
- b. Item 8.10(a-g) Card Distribution Services
- c. Item 8.11 Card Distribution Services
- d. Item 8.12 Card Distribution Services
- e. Item 8.20 Cardholder Education
- f. Item 8.31 Location Acquisition for Completion of Distribution Network
- g. Item 8.32 Location Acquisition for Completion of Distribution Network
- h. Item 8.41 Pass Through of Amounts Paid for Installation of Phone Lines
- i. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
- j. Item 9.5 Service Level Standard Incentives and Abatements
- k. Item 13.100 Mobile Website Operations and Maintenance

iii. All other lump sum and capital expense items specified in the Price Schedule not enumerated above or covered by Section 2.B.

B. Operator Operating Costs.

i. Operators shall pay the following listed Clipper® operating costs in accordance with the cost sharing formula in Section 1, reduced by any amounts payable by MTC pursuant to Section 2.A. References to Item numbers refer to the corresponding prices payable to the Clipper® Contractor under the Price Schedule, which are subject to annual price adjustment as specified in Article 13.6 of the Clipper® Contract:

- a. Item 9.24 Balance Protection Services Registration
- b. Item 9.25 Lock/unlock Clipper® Application

- c. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
- d. Item 10.11 Clipper[®] E-purse Load
- e. Item 10.12 Pass/Stored Ride Load
- f. Item 10.24 Employer Program Commission
- g. Item 11.0 Autoload Services
- h. Item 13.22.45 Supplemental Monthly Operations and Admin
- i. Item 13.31 Clipper[®] Transaction Fee
- j. Item 13.60 Incremental Gateway Fees
- k. Item 13.70 Incremental Debit Card Interchange Fees
- l. Item 13.80 Incremental Credit Card Interchange Fees
- m. Item 13.90 Pass Through Website Credit Card Processing Fees
- n. Reimbursement of Contracting Agency bank fees and direct bank charges in connection with the Clipper[®] bank account(s) in excess of the amounts reimbursed under Section 3.A below
- o. Direct payment or reimbursement of Contracting Agency costs for network communication.
- p. Direct payment or reimbursement of Contracting Agency costs for materials necessary for additional printing, e.g. secondary printing or personalization, on Clipper[®] cards
- q. Reimbursement of Contracting Agency costs for a portion of salary and benefits of staffing to support the Clipper program as approved by the Executive Board.
- r. Reimbursement of Contracting Agency costs for a portion of (at least fifty percent) of the salary and benefits of the Clipper Executive Director as approved by the Executive Board.
- s. Reimbursement of Operator costs for credit/debit interchange fees charged through an Operator-specific gateway associated with Clipper[®] sales through add value and ticket vending machines, as long as the total average fees do not substantially exceed the average Clipper fees. Reimbursement procedures are subject to the adoption by the Clipper[®] Executive Board at least 90 days in advance.

- ii. Changes or Additions to Operator Operating Costs Items. Except as reserved for Executive Board approval in 2.B(i)(q, r, s), substantive changes or additions to the Operator-paid operating cost items set forth in Section 2.B(i) require an amendment to this Appendix B and approval of all Parties to the MOU as of the date of the change or addition.

- C. Contracting Agency shall invoice each Operator on a monthly basis for its share of the operating costs. The Operators shall pay Contracting Agency within fifteen (15) calendar days of receipt of such invoice.

3. Revenue Allocation

Revenues generated by Clipper[®] during any period of time, including interest earnings on funds held by the clearinghouse and excluding fare revenues or parking fees collected on behalf of and distributed to Operators, shall be utilized as follows:

- A. To offset Contracting Agency's bank fees and direct bank charges related to the managing of the Clipper® accounts;
- B. After deduction of Contracting Agency's bank fees and charges under Section 3.A above, to reduce the Operators' Clipper® operating costs listed in Section 2.B(i) above; and
- C. After payment of Operators' Clipper® operating costs listed in Section 2.B(i) above, to be allocated to Operators using the formula specified in Section 1 herein.

Notwithstanding the above, fees charged cardholders for card acquisition, card replacement, balance restoration, failed Autoload funding recovery, card refund processing, and other card-related activities shall be reserved to pay for future card procurements; provided, however, that surcharges on limited use cards or other fare media imposed by an Operator to pay for the acquisition, implementation, administration and replacement of such fare media shall be distributed to and retained by such Operator. (For clarity, any surcharge imposed by an Operator as part of its fare structure shall be considered "fare revenue" and shall be distributed to and retained by such Operator.)

4. Review

The Parties acknowledge that this Appendix B is based upon and specific to the payment terms of the existing Clipper® Contract which has a term through November 2, 2019. Therefore, the Parties agree to commence timely, good-faith negotiations to implement revisions to this Appendix B necessitated by any Executive Board approval of (a) any extension of the existing Clipper contract or (b) any contracts that succeed or replace the existing Clipper contract, whether in whole or in part.

Appendix B-3

Clipper® Cost and Revenue Allocation Effective January 1, 2017

1. Cost Allocation Among Operators

The allocation of Clipper® operating costs to each Operator shall be tied to the cost driver of each category of operating expense outlined in Section 2.B. The percent allocation in each category will be based on actuals by Operator. "Percentage of Cards Used" by Operator will be used to assess operating fees for account-based, fixed or other costs not directly attributable to either transit transactions or revenue and will be based on the number of individual cards used at least once on an Operator's system. "Fee Generating Transit Transactions" shall mean any activity in which a Clipper® card is used to receive service on or from an Operator's system that results in a charge pursuant to Attachment 2 to Part I of the contract between MTC and Cubic for the operation of Clipper®. "Revenue Processed" shall mean the fee collected on behalf of each Operator by the Clipper® clearinghouse (e.g., the price charged to ride on the Operator's transit system, the value of pass sales, the amount of parking fees paid).

The allocation of Clipper® operating costs to each Operator shall be based on the following formula:

MOU Section 2.B.i	Fee Category	Allocation Formula
a,b,c	9.0 Cardholder Support Services	Percentage of Cards Used
d,e,f	10.0 Third Party Load Service Fees	Percentage of Cards Used
g	11.0 Autoload Services	Percentage of Cards Used
h	13.22.45 Supplemental Operations	Percentage of Cards Used
i	13.31 Clipper Transaction Fee	Percentage of Fee Generating Transit Transactions
j,k,l,m	13.60-90 Incremental Credit/Debit Card Interchange Fees	Percentage of Revenue Processed
n	Reimbursement of Bank Fees/Direct Charges	Percentage of Revenue Processed
o	Network Communication Reimbursement	Direct Charge to Operator
p	Specialized Card Printing	Direct Charge to Operator
q,r	Operator Share of Staffing	Percentage of Cards Used
s	Add Value/TVM Debit Card Interchange Fees for Non-Clipper Gateways	Percentage of Revenue Processed

In addition to the Clipper® operating costs allocated in accordance with Section 2.B(i) herein, each Operator shall be responsible for payment of:

- a. Clipper® Data Server (CDS) Store operating costs specified below for any CDS Store implemented on such Operator's site;

- b. Credit/debit interchange fees charged through ticket office terminal devices using an Operator specific credit/debit gateway. This responsibility is subject to review pursuant to Article I.E to ensure that no single Operator is unfairly burdened by such fees; and
- c. Incremental Clipper[®] operating costs established by and/or resulting from Clipper[®] Contract change orders requested and funded by an Operator for such Operator's use and benefit shall be the responsibility of such Operator. This applies to costs or portions of costs that would otherwise be MTC's responsibility as described below.

2. Clipper[®] Costs

A. MTC Operating and Maintenance Costs. MTC shall pay the following Clipper[®] operating costs:

- i. All fixed operating costs of the Clipper[®] clearinghouse and equipment maintenance services costs as specified in the Clipper[®] Contract's Price Schedule (Attachment 2 to the Clipper[®] Contract) (the "Price Schedule"), including:
 - a. Item 3.20 Program Management – Operations and Maintenance
 - b. Item 3.30 Clipper[®] Testbed Operations & Maintenance
 - c. Item 5.31 Operator Help Desk
 - d. Item 5.32 Reporting
 - e. Item 5.33 Asset Management
 - f. Item 6.0 Equipment Maintenance Services
 - g. Item 10.21(a) Location Acquisition
 - h. Item 10.22 Location Servicing and Support
 - i. Item 10.23 (a) Acquisition Payment for Third Party Location
 - j. Item 12.0 Network Management
 - k. Item 13.22 Basic Monthly Operations and Admin
- ii. Variable Clipper[®] operating costs as specified in the Price Schedule (Attachment 2 to the Clipper[®] Contract), specifically:
 - a. Item 7.10-2 Senior and Youth Card Mail-In Applications
 - b. Item 8.10(a-g) Card Distribution Services
 - c. Item 8.11 Card Distribution Services
 - d. Item 8.12 Card Distribution Services
 - e. Item 8.20 Cardholder Education
 - f. Item 8.31 Location Acquisition for Completion of Distribution Network
 - g. Item 8.32 Location Acquisition for Completion of Distribution Network
 - h. Item 8.41 Pass Through of Amounts Paid for Installation of Phone Lines
 - i. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
 - j. Item 9.5 Service Level Standard Incentives and Abatements
 - k. Item 13.100 Mobile Website Operations and Maintenance
- iii. All other lump sum and capital expense items specified in the Price Schedule not enumerated above or covered by Section 2.B.

B. Operator Operating Costs.

- i. Operators shall pay the following listed Clipper® operating costs in accordance with the cost sharing formula in Section 1, reduced by any amounts payable by MTC pursuant to Section 2.A. References to Item numbers refer to the corresponding prices payable to the Clipper® Contractor under the Price Schedule, which are subject to annual price adjustment as specified in Article 13.6 of the Clipper® Contract:
 - a. Item 9.24 Balance Protection Services Registration
 - b. Item 9.25 Lock/unlock Clipper® Application
 - c. Item 9.41 Fixed and Incremental Fees Per Active Card Account (50% of the invoiced amount)
 - d. Item 10.11 Clipper® E-purse Load
 - e. Item 10.12 Pass/Stored Ride Load
 - f. Item 10.24 Employer Program Commission
 - g. Item 11.0 Autoload Services
 - h. Item 13.22.45 Supplemental Monthly Operations and Admin
 - i. Item 13.31 Clipper® Transaction Fee
 - j. Item 13.60 Incremental Gateway Fees
 - k. Item 13.70 Incremental Debit Card Interchange Fees
 - l. Item 13.80 Incremental Credit Card Interchange Fees
 - m. Item 13.90 Pass Through Website Credit Card Processing Fees
 - n. Reimbursement of Contracting Agency bank fees and direct bank charges in connection with the Clipper® bank account(s) in excess of the amounts reimbursed under Section 3.A below
 - o. Direct payment or reimbursement of Contracting Agency costs for network communication.
 - p. Direct payment or reimbursement of Contracting Agency costs for materials necessary for additional printing, e.g. secondary printing or personalization, on Clipper® cards
 - q. Reimbursement of Contracting Agency costs for a portion of salary and benefits of any additional staffing as approved by the Executive Board to support the Clipper® program.
 - r. Reimbursement of Contracting Agency costs for a portion (at least fifty percent) of the salary and benefits of the Clipper Executive Director as approved by the Executive Board.
 - s. Reimbursement of Operator costs for credit/debit interchange fees charged through an Operator-specific gateway associated with Clipper® sales through add value and ticket vending machines, as long as the total average fees do not substantially exceed the average Clipper fees. Reimbursement procedures are subject to the adoption by the Clipper® Executive Board at least 90 days in advance.
- ii. Changes or Additions to Operator Operating Costs Items. Except as reserved for Executive Board approval in 2.B(i)(q, r, s), substantive changes or additions to the Operator-paid operating cost items set forth in Section 2.B(i) require an amendment to this Appendix B and approval of all Parties to the MOU as of the date of the change or addition.

- C. Contracting Agency shall invoice each Operator on a monthly basis for its share of the operating costs. The Operators shall pay Contracting Agency within fifteen (15) calendar days of receipt of such invoice.

3. Revenue Allocation

Revenues generated by Clipper® during any period of time, including interest earnings on funds held by the clearinghouse and excluding fare revenues or parking fees collected on behalf of and distributed to Operators, shall be utilized as follows:

- A. To offset Contracting Agency's bank fees and direct bank charges related to the managing of the Clipper® accounts;
- B. After deduction of Contracting Agency's bank fees and charges under Section 3.A above, to reduce the Operators' Clipper® operating costs listed in Section 2.B(i) above; and
- C. After payment of Operators' Clipper® operating costs listed in Section 2.B(i) above, to be allocated to Operators by applying the percentage of cards used by Operator specified in Section 1 herein, unless otherwise authorized by the Executive Board.

Notwithstanding the above, fees charged cardholders for card acquisition, card replacement, balance restoration, failed Autoload funding recovery, card refund processing, and other card-related activities shall be reserved to pay for future card procurements; provided, however, that surcharges on limited use cards or other fare media imposed by an Operator to pay for the acquisition, implementation, administration and replacement of such fare media shall be distributed to and retained by such Operator. (For clarity, any surcharge imposed by an Operator as part of its fare structure shall be considered "fare revenue" and shall be distributed to and retained by such Operator.)

4. Review

The Parties acknowledge that this Appendix B is based upon and specific to the payment terms of the existing Clipper® Contract which has a term through November 2, 2019. Therefore, the Parties agree to commence timely, good-faith negotiations to implement revisions to this Appendix B necessitated by any Executive Board approval of (a) any extension to the existing Clipper contract or (b) any contracts that succeed or replace the existing Clipper contract, whether in whole or in part, that would take effect on such successor contract's effective date."

Appendix C

Program Goals and Performance Measures

The program goals and performance measures below are intended to guide the development and ongoing operations of Clipper®, however, specific actions and targets may be constrained by legal, fiscal and system limitations.

Goal: Provide an intuitive, efficient, and familiar experience

- Electronic fare payment is the primary payment method for all transportation fares and fees
 - ✓ Mobile fare payment is integrated into and branded as Clipper®
 - ✓ Parking at transit stations is paid with Clipper®
 - ✓ Bikeshare at transit stations can be paid with Clipper®
 - ✓ Paratransit trips can be paid with Clipper®
- Transit systems to move 100% to Clipper or incentivize use of Clipper® depending on mode
 - ✓ Heavy commuter rail and ferry systems accept only Clipper® (extended and limited use)
 - ✓ Bus/light rail operators to adopt fare differentials to incentivize use of Clipper® and transition remaining products to Clipper®

Goal: Provide excellent, proactive customer service

- Customers can easily obtain and use Clipper®
 - ✓ Media dispensing and reloading options are widely available
 - ✓ Ticket vending machines offering new cards and add-value are located at all heavy rail and ferry locations
 - ✓ Online transactions are immediately available for use
 - ✓ Third-party vendor locations are easily accessible in all service areas
 - ✓ Streamline process for refunds and replacements
 - ✓ Support payment for families, groups, institutional programs, and events

Goal: Create a transparent, consistent, inclusive and timely decision-making process

- Implement process for operator involvement in work plan development, field equipment procurement and change order process

Goal: Govern the program efficiently and cost-effectively

- Adopt standard fare categories and discount levels
 - ✓ Minimum \$0.50 discount for full-fare adult transfer customers to bus and light rail
 - ✓ Establish uniform youth discount for ages five to 18 and senior discount for ages 65 and older
- Evaluate staffing plan to enhance internal program resources and reduce reliance on consultants

Goal: Ensure that accurate and complete data is available to support decision making at every level

- System integrates with vehicle on-board equipment to incorporate route, location and revenue information where necessary
- Clipper® data is accessible to operators and the public to the full extent contemplated by the Clipper® privacy policy

Goal: Ensure program flexibility and responsiveness

- System design and contract includes a streamlined process for common changes such as fare adjustments and route changes and additions

Goal: Ensure operational efficiency and reliability

- Ensure continued competitive equipment availability, automated status reporting and remote diagnostics
- Utilize open architecture

Appendix D

Dispute Resolution

The Parties agree to resolve disputes concerning this MOU between or among one or more Parties based on the following dispute resolution principles.

1. Informal Dispute Resolution

The Parties agree to attempt to resolve informally all disputes. In the event of a dispute among any Parties to the MOU, those Parties shall notify every other Party in writing about the substance of the dispute. The Parties to the dispute shall meet and confer by exchanging written positions on the dispute, and by meeting in person thereafter to discuss and resolve the dispute. If those representatives are unable to resolve the dispute, the chief executives of those Parties shall be informed of the substance of the dispute and provided all writings that have been exchanged regarding the dispute. The chief executives shall meet and confer in person or by telephone concerning the dispute, and may choose to exchange letters in preparation for the meet and confer.

2. Mediation

If the dispute is not resolved, the Parties may avail themselves by mutual consent to mediation, arbitration (binding or non-binding), or any other dispute resolution resource (collectively Alternate Dispute Resolution (ADR) processes"). All procedures and methodologies in ADR processes shall be by mutual consent of the Parties, including but not limited to the choice of the mediator or arbitrator, dates and times and timelines, whether documents are exchanged in preparation for the ADR session, etc. Fees and expenses of the mediator will be borne equally, unless otherwise agreed. The Parties to the dispute shall be represented by individuals of their choosing, except that the Parties must agree on the question of whether lawyers are present or not. The entire process shall be confidential and treated as a compromise negotiation for purposes of federal and state rules of evidence. If ADR processes are agreed on, the Parties shall agree on the identity of the mediator or arbitrator within 30 days of agreeing on the ADR process. The Parties shall not unreasonably withhold consent as to the choice of the mediator or arbitrator. Unless the schedule of the mediator or arbitrator does not permit, the Parties shall have their ADR process completed within 60 days after agreement on the choice of the mediator or arbitrator. Nothing in this MOU affects the rights or abilities of the Parties to avail themselves of all rights and remedies they have under the law of California or federal law, and to the state or federal courts to resolve their dispute.

3. Financial Obligations

A Party who disputes amounts claimed by the Contracting Agency to be due under the MOU agrees to pay the amount claimed pending dispute resolution.

Appendix E

Special Provisions for the City and County of San Francisco

(References to "City" in Paragraphs 1, 2 and 3 refer to the City and County of San Francisco)

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

3. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

Appendix F

Notices

Contact:

Metropolitan Transportation Commission

Name: Carol Kuester

Title: Director, Electronic Payments

Email: ckuester@mtc.ca.gov

Phone: 510-817-5853

Fax: 510-817-5848

Mailing Address:

Until May 1, 2016

101 – 8th Street

Oakland, CA 94607

On or after May 1, 2016:

375 Beale Street

San Francisco, CA 94105

Alameda-Contra Costa Transit District

Name: Tom O'Neill

Title: Chief Information Services Officer

Email: toneill@actransit.com

Phone: 510.891.7278

Fax:

1600 Franklin Street

Oakland, CA 94612

Central Contra Costa Transit Authority

Name: Rick Ramacier

Title: General Manager

Email: ramacier@countyconnection.com

Phone: 925.680.2050

Fax:

2477 Arnold Industrial Way

Concord, CA 94520

City of Fairfield, as the operator of Fairfield and Suisun Transit

Name: Nathaniel Atherstone

Title: Transportation Manager

Email: natherstone@fairfield.ca.gov

Phone: 707.434.3800

Fax:

2000 Cadenasso Drive

Fairfield, CA 94533

City of Petaluma

Name: Joe Rye

Title: Transit Division Manager

Email: jrye@ci.petaluma.ca.us

Phone: 707.778.4421

Fax:

555 North McDowell Boulevard

Petaluma, CA 94954

City and County of San Francisco, acting by and through its Municipal Transportation Agency

Name: Diana Hammons

Title:

Email: Diana.hammons@sfmta.com

Phone: 415.701.4610

Fax:

1 South Van Ness Avenue, 7th Floor

San Francisco, CA 94103

Eastern Contra Costa Transit Authority
Name: Steve Ponte
Title: Chief Operating Officer
Email: SPonte@eccta.org
Phone: 925-754-6622
Fax: 925-757-2530

Eastern Contra Costa Transit Authority
801 Wilbur Ave
Antioch CA 94509

Golden Gate Bridge Highway and Transportation District
Name: Dennis Mulligan
Title: General Manager
Email: dmulligan@goldentgate.org
Phone: 415.923.2203
Fax: 415.923.2367

P.O. Box 9000, Presidio Station
San Francisco, CA 94129-0601

Livermore/Amador Valley Transit Authority
Name: Michael Tree
Title: Executive Director
Email: mtree@lavta.org
Phone: 925.455.7564
Fax: 925.443.1375

1362 Rutan Drive, Suite 100
Livermore, CA 94551

Marin County Transit District
Name: Nancy E. Whelan
Title: General Manager
Email: nwhelan@marintransit.org
Phone: 415.226.0864
Fax: 415.226.0856

711 Grand Avenue, No. 110,
San Rafael, CA 94901

Napa County Transportation and Planning Agency
Name: Antonio Onorato
Title: Manager of Finance
Email: aonorato@nctpa.net/
aonorato@nvta.ca.gov
Phone: 707.259.8779
Fax: 707.259.8638

625 Burnell Street
Napa, CA 94559

3.8.16 NOTE: NCTPA will be changing to Napa Valley Transportation Authority (NVTA) in the next couple of weeks.

Peninsula Corridor Joint Powers Board
Name: Seamus Murphy
Title: Chief Communications Officer
Email: murphys@samtrans.com
Phone: _____
Fax: 650.508.7919

P.O. Box 3006
San Carlos, CA 94070-1306

San Francisco Bay Area Rapid Transit District
Name: Patricia Nelson
Title: Project Manager, Clipper Program
Email: pnelson@bart.gov
Phone: 510-874-7323
Fax: 510-287-4747

300 Lakeside Drive, 16th floor
Oakland, CA 94612

San Francisco Bay Area Water Emergency
Transportation Authority

Name: Nina Rannells
Title: Executive Director
Email: nranells@watertransit.org
Phone: 415.291.3377
Fax: 415.291.3388

Pier 9, Suite 111
San Francisco, CA 94111

San Mateo County Transit District

Name: Seamus Murphy
Title: Chief Communications Officer
Email: murphys@samtrans.com
Phone: _____
Fax: 650.508.7919

P.O. Box 3006
San Carlos, CA 94070-1306

Santa Clara Valley Transportation Authority

Name: Ali Hudda
Title: Deputy Director, Accounting
Email: ali-hudda@vta.org
Phone: 408-546-7922
Fax: _____

3331 N. First Street, Building C
San Jose, CA 95134-1906

Solano County Transit

Name: Mona A. Babuata
Title: Executive Director
Email: mona@soltransride.com
Phone: 707.736.6994
Fax: _____

311 Sacramento Street
Vallejo, CA 94590

Sonoma County Transit

Name: Brian Albee
Title: Transit Systems Manager
Email: bkalbee@sctransit.com
Phone: 707.585.7516
Fax: 707.585.7713

355 West Robles Avenue
Santa Rosa, CA 95407

Sonoma-Marin Area Rail Transit

Name: Joanne Parker
Title: Programming and Grants Manager
Email: jparker@sonomamarintrain.org
Phone: 707.794.3062
Fax: 707.794.3037

5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

Vacaville City Coach

Name: Brian McLean
Title: Transit Manager
Email: brian.mclean@cityofvacaville.com
Phone: 707.449.5330
Fax: 707.449.5346

650 Merchant Street
Vacaville, CA 95688

Western Contra Costa Transit Authority

Name: Charlie Anderson
Title: General Manager
Email: charlie@westcat.org
Phone: 510.724.3331
Fax: 510.724.5551

601 Walter Avenue
Pinole, CA 94564

City of Santa Rosa

Name: Joy Gipson
Title: Marketing – Transit Division
Email: jgipson@srcity.org
Phone: 707.543.3336
Fax: 707.543.3326

100 Santa Rosa Avenue
Santa Rosa, CA 95404

City of Union City

Name: Wilson Lee
Title: Transit Manager
Email: wilsonl@unioncity.org
Phone: _____
Fax: _____

City of Union City
34009 Alvarado-Niles Road
Union City, CA 94587

AMENDMENT NO. 1 to

AMENDED AND RESTATED CLIPPER® MEMORANDUM OF UNDERSTANDING

This is Amendment No. 1 ("Amendment"), effective as of April 17, 2017 ("Amendment No. 1 Effective Date") to the Amended and Restated Clipper® Memorandum of Understanding (the "MOU") dated February 19, 2016, by and among the Metropolitan Transportation Commission ("MTCs") and the following transit operators participating in the Clipper® program (referred to herein individually as an "Operator" or collectively as the "Operators"):

Alameda-Contra Costa Transit District ("AC Transit"); Golden Gate Bridge Highway and Transportation District ("GGBHTD"); the San Francisco Bay Area Rapid Transit District ("BART"); the City and County of San Francisco, acting by and through its Municipal Transportation Agency ("SFMTA"); the San Mateo County Transit District ("SamTrans"); the Santa Clara Valley Transportation Authority ("VTA"); the Peninsula Corridor Joint Powers Board ("Caltrain"); Central Contra Costa Transit Authority; City of Fairfield, as the operator of Fairfield and Suisun Transit; City of Petaluma; Eastern Contra Costa Transit Authority; Livermore/Amador Valley Transit Authority; Marin County Transit District; Napa Valley Transportation Authority; Solano County Transit; Sonoma County Transit; Sonoma-Marin Area Rail Transit; Vacaville City Coach; Western Contra Costa Transit Authority; San Francisco Bay Area Water Emergency Transportation Authority; City of Santa Rosa; and City of Union City; and any other transit operators that implement Clipper® and execute a Supplemental Agreement to the MOU.

MTC and the Operators are referred to herein collectively as the "Parties" or individually as a "Party".

1. The Parties hereto agree to amend the MOU as follows: Article IV, **Clipper® Executive Board**, is amended in part as follows:

a. Subarticles H, Board Chair; Committees, and I, Delegates, are amended to read:

H. Board Chair; Committees. The Executive Board shall bi-annually elect a Chair and Vice Chair from its members. The Chair shall provide administrative staff support to the Executive Board, as needed as determined by the Chair and the Clipper® Executive Director. The Chair may appoint advisory committees or working groups for specified projects of limited duration. The Executive Board may establish standing committees from time to time.

I. Delegates. Executive Board members may appoint, in writing, delegates to vote on their behalf in the event of a member's absence from any Executive Board meeting, for up to four (4) meetings per calendar year. No voting rights are accorded to delegates, nor do delegates count toward a quorum of the Executive Board, when they are representing an Executive Board member for meetings after four (4) missed meetings in a calendar year.

2. A new Article XII, **Common Interest**, is added to the MOU, as follows:

ARTICLE XII
Common Interest

The Parties recognize a mutuality of interest, and a need for joint cooperation in legal matters relating to Clipper®. In furtherance of this common interest, any communications among Parties and counsel for any of the Parties shall be confidential and protected from disclosure to any third party by each and every privilege – including, but not limited to, the attorney-client privilege, the attorney work product privilege, and the pooled information privilege – notwithstanding the dissemination of the communications and work product among Parties by the counsel that made the information available in the first instance. If information covered by the privileges is requested by a third party pursuant to a subpoena or other discovery request, then counsel receiving the request shall notify in a timely fashion the counsel who disclosed the information so that the privileges against disclosure may be asserted.

Should any Party withdraw from or otherwise terminate its participation in the Clipper® program, such withdrawal or termination shall not impair the privileges that protect any information that has been shared prior to such action. Any Party that withdraws or terminates its participation in the Clipper® program shall promptly return all privileged materials that the Party has received.

3. All other terms of the MOU not amended herein shall remain in full force and effect.

SIGNATURES ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, this Amendment has been duly authorized and executed by the Parties hereto on the dates specified below by their duly authorized representatives.

Metropolitan Transportation Commission

DocuSigned by:
Steve Heminger
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Name: Steve Heminger
Title: Executive Director

Date: 8/24/2017

Approved as to form:
~~Adrienne Weil~~, General Counsel
Melanie Morgan
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Melanie J. Morgan, Senior Counsel

Alameda-Contra Costa Transit District

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Michael A. Hursh
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Title: General Manager
Date: 8/30/2017

Approved as to form:

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Denise C. Standridge, General Counsel

**Golden Gate Bridge, Highway and
Transportation District**

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Name: Denis J. Mulligan

Title: General Manager

Date: 9/12/2017

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Kimon Manolius, General Counsel

San Francisco Bay Area Rapid Transit District

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Date: 9/7/2017

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**City and County of San Francisco
Municipal Transportation Agency**

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San Mateo County Transit District

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Date: 8/31/2017

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Joan L. Cassman, General Counsel

Santa Clara Valley Transportation Authority

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Name: Nuria I. Fernandez
Title: General Manager/ Chief Executive Officer
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Date: 9/18/2017

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**City of Fairfield
Fairfield and Suisun Transit**

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Date: 4/7/2018

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Greg Stepanicich, City Attorney

City of Petaluma

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Name: John C. Brown

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10/18/2017

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Eric W. Danly, City Attorney

Eastern Contra Costa Transit Authority

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8/29/2017

Date: _____

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Ben Stock, General Counsel

Livermore/Amador Valley Transit Authority

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Name: Michael S. Tree

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Date: 9/10/2017

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Marin County Transit District

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Date: _____

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Napa Valley Transportation Authority

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Date: 8/30/2017

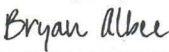
Approved as to form:

DocuSigned by:
Bernadette Curry

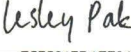
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Bernadette Curry, General Counsel

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Sonoma-Marín Area Rail Transit District

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Western Contra Costa Transit Authority

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**San Francisco Bay Area Water Emergency
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Name: Nina Rannells
Title: Executive Director

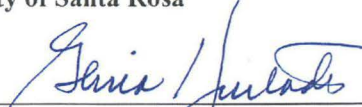
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Madeline Chun


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Madeline Chun, General Counsel

City of Santa Rosa



for Name: Sean McGlynn
Title: City Manager
Date: May 16, 2018

Approved as to form:



Sue A. Gallagher, City Attorney

City of Union City

DocuSigned by:
Antonio Acosta
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Name: Antonio E. Acosta
Title: City Manager
Date: 9/5/2017

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