

**MARIN COUNTY TRANSIT DISTRICT
CONTRACT WITH IBI GROUP**

THIS AGREEMENT is made and entered into this 14th of November, 2006 by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "District" and IBI Group, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following services: **Conduct a Study on Enhanced Taxi Services for Social Service Transportation and Public Paratransit Programs**; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by District, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof. Notwithstanding any other provisions herein, any part of this contract to be performed beyond the end of the current fiscal year is subject to approval and provision of funds by the MCTD Board for such future period. Should such approval not occur, this contract shall terminate at the end of the current fiscal year.

2. FURNISHED SERVICES:

The District agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of \$79,826 including direct non-salary expenses. Provision of funds is subject to the provisions contained in paragraph #1 above.

5. TIME OF AGREEMENT:

This Agreement shall commence on November 14, 2006, and shall terminate on June 30, 2008. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to District. The general liability policy shall be endorsed naming the MARIN COUNTY TRANSIT DISTRICT as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the District prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to District of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the District, its employees, officers, and agents, harmless and defend the District against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. District agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, District may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The District shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contractor the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed \$2,500 unless approved by the District.

- 6.4.a Professional Liability Insurance.....
(check box if required)
- 6.4.b Maritime Insurance.....
(check box if required)

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor’s responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the District evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the District.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence,

travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the District. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to District without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the District may terminate this Contract if Contractor fails to cure the default within fifteen days following written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the District. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to District, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the offshoring of professional services involving employee/retiree medical and financial data) affecting the services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the District's contact person referenced in paragraph 20. See NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on District's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to District at the following location:

Contract Manager:	Amy Van Doren Transit Planning Manager
Dept./Location:	Marin County Transit District 70 San Pablo Road San Rafael, CA 94903
Telephone No.:	415 499-6100

Notices shall be given to Contractor at the following address:

Contractor:	Doug Langille Project Manager
Address:	IBI Group 225 Bush Street, Ste. 1620 San Francisco, CA 94104
Telephone No.:	(415) 439-8359

21. ACKNOWLEDGEMENT OF EXHIBITS

**CONTRACTOR'S
INITIALS**

EXHIBIT A. **Scope of Services** _____

EXHIBIT B. **Fees and Payment** _____

EXHIBIT C. **Insurance Reduction/Waiver** _____

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**MARIN COUNTY TRANSIT DISTRICT
APPROVED BY:**

PRESIDENT, Board of Directors

APPROVED AS TO FORM:

County Counsel

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Telephone No.: _____

Telephone No.: _____

EXHIBIT “A”

SCOPE OF SERVICES

Enhanced Taxi Services in Marin County

The purpose of this project is to identify opportunities for enhanced taxi services in Marin County to supplement and support local social service transportation programs, including (but not necessarily limited to): public paratransit provided by Marin County Transit District (MCTD) and Golden Gate Transit (GGT) as required by the Americans with Disabilities Act (ADA), services for low-income persons sponsored by the County Health and Human Services Department, MCTD or other public or private non-profit agencies, and services for older adults. The findings from this project are intended to result in improved service, more efficient scheduling of paratransit trips, and the ability to provide additional new service in Marin County.

This project is also intended to inform other counties or local jurisdictions in how to enhance taxi services within their localities by summarizing key findings and “lessons learned” during the course of the project.

The tasks for this project are described below.

Task 1: Establish Baseline of Existing Social Service Transportation Programs in Marin County

The purpose of this task is to complete an update the current inventory of social service transportation programs providing services for residents of Marin County. Specific activities may include:

- Update MTC’s social service transportation inventory (originally completed in 2002) to identify social service transportation programs currently funded and operating within Marin County, including rural portions of the county. Social service transportation providers are defined as any public or private non-profit entity directly operating or funding transportation services for persons with disabilities, low-income, and homeless individuals, or older adults.
- For each, identify the budget dedicated for transportation, sources of funds used to support these programs, eligible clientele, and annual number of trips provided.
- Provide a contact name, mailing address, telephone number, and email address for each entity.

As part of this task, the Consultant will document existing taxi services within Marin County. Specific activities may include:

- Identify each company licensed to operate in the county, and cities in which it is permitted to operate
- Provide contact name, mailing address, telephone number, and email address.
- Describe each company’s organizational structure, fleet size, licensing agreement, and identify any contracts or services provided on behalf of public agencies.
- Describe the countywide regulatory oversight recently established through the Joint Powers Authority (JPA).

Deliverable: Updated Social Service Inventory and Inventory of Existing Taxi Service

Task 2: Identify Key Stakeholders, Establish Oversight Working Group, and Meet with Local Taxi Industry

The purpose of Task 2 is to identify key stakeholders and establish a working group to provide oversight for the duration of the project. Working Group members may consist of transit agency staff, members of the Paratransit Coordinating Council (PCC), Marin County representatives from MTC's Elderly and Disabled Advisory Committee (EDAC), staff from local transit agencies and the County Health and Human Services Department, disability advocates, staff from the Division on Aging, the Commission on Aging, and other senior advocates, local elected officials, representatives from the taxi industry, representative from the Marin Streetlight Acquisition Joint Powers Authority, and others interested and invested in the outcome of this study.

In addition to stakeholder meetings as discussed above, project staff will interview and convene specific meetings with representatives of the taxi industry.

The Working Group will be convened on a regular basis throughout the project, and be given an opportunity to review and comment on all draft deliverable documents.

The Consultant will work with the stakeholders to answer a number of critical questions and develop potential pilot projects for agency implementation in the near and long term:

- What are the different markets that the public agencies are trying to serve?
- Will consumers have the option of using either a taxi or another mode (i.e. Whistlestop), or will they call in for a ride and have a dispatcher choose the most economical operator?
- Are taxi companies able to meet all of the requirements for a public transit function?
- How will operational issues be addressed? Should there be a lead agency or department?
- How will audit and billing functions be accomplished?
- How will accessible service be handled?
- What is the appropriate service area for implementation of these programs?
- How can employers help to improve and/or subsidize the system for non-paratransit applications?
- What will be the relationship between local taxi, public transit, and local/regional paratransit fares?
- Will demand patterns for agency programs change as taxi service becomes available?
- Are there other options besides taxis that might serve the same function?

The Consultant shall prepare a technical memorandum summarizing results of convening a minimum of four meetings of the oversight working group, one presentation to MTC's Elderly and Disabled Advisory Committee, and three meetings with the taxi industry.

Deliverable: Technical Memorandum #1

Task 3: Conduct Needs Assessment/Identify Existing Barriers

Based on interviews and meetings with key stakeholders (Working Group members and others), the Consultant shall establish goals and specific desired outcomes relevant to this project.

Identify gaps and/or barriers that may be preventing the establishment of cooperative agreements between public agencies and the local taxi industry. The Consultant will identify operational barriers and develop approaches to implement new programs that address and overcome these barriers.

The Consultant shall prepare a technical memorandum that summarizes the needs assessment findings and identifies program barriers.

Deliverable: Technical Memorandum #2

Task 4: Identify and Evaluate Options for Mitigating Barriers

Identify and evaluate a range of options that would potentially result in (a) the use of wheelchair-accessible taxi vehicles to support public paratransit and for general public use and (b) improved service for other social service program activities (e.g. low-income, senior programs). Such options may include the provision of financial, licensing, or other incentives to encourage the participation of the taxi industry, establishing requirements specific to the taxi industry intended to result in enhanced services for persons with disabilities and other social service agency clientele, or a combination of both approaches.

As part of this task, Consultant shall review relevant model accessible taxi programs in other cities (e.g. San Francisco, Portland, Oregon, Las Vegas, Nevada) and summarize program elements inherent to those programs to assess their applicability for Marin County. The evaluation should consider cost implications for each option, ease of implementation, and perceived benefits and/or challenges to public agencies, customers and taxi operators, including barriers to implementation relevant to Marin County.

It should also explore the feasibility of implementing the use of technology (smart card, debit card, pre-paid arrangements, etc.) to result in a “paperless” system of program participation, and result in a recommended series of program options most likely to address program goals identified in Task 3, and most likely to offset gaps and barriers also identified in Task 3.

Identify early implementation opportunities as part of Task 4 and Task 5 below that County agencies could implement before the full study is complete.

The Consultant shall prepare a technical memorandum identifying and evaluating options for mitigating program barriers.

Deliverable: Technical Memorandum #3

Task 5: Identify and Evaluate Options for Program Administration

This task will result in the identification and evaluation of various options to administer and oversee enhanced social service taxi programs within Marin County. Scenarios may include: oversight by the local public paratransit program, the JPA, the Department of Health and Human Services, or MCTD. Consultant shall work with members of the Stakeholder Group to define criteria on which to base the evaluation of respective options.

The consultant will draft a proposal for integrating taxis or other non-dedicated vehicles into the transit/paratransit and social service transportation framework or for use as an alternative or supplement to existing services. Each proposal will be fully developed, answering questions such as:

- Who will use the service?

- How big is the market?
- How will the consumer access the service?
- How much will it cost, and how much subsidy will be required?
- What are the sources of subsidy?
- How will the taxi operator or other operator be paid?
- What types of vehicles will be used, and will any subsidy be required to provide quality vehicles?
- How will the program be marketed?
- What will be the measures of success?
- How long will the pilot program last?

This task should also carefully consider the benefits and potential costs of establishing a brokerage with the capability of managing social service taxi trips, providing program oversight to ensure successful implementation of program activities, responding to customer complaints, distribution of vouchers or scrip (if applicable), etc.

The Consultant shall prepare a technical memorandum summarizing options for taxi program administration.

Deliverables: Proposal and Technical Memorandum #4

Task 6: Preliminary Implementation Plan

The goal of Task 6 will be to develop an implementation plan summarizing key findings and recommended options for providing enhanced taxi services for Marin County and for services requiring individuals to travel between counties. The plan will identify interim and near term approaches using local resources and long-term solutions that may require additional funding. The task will explore funding sources for both pilot programs and establishing sustained programs, including but not limited to, a combination of Federal Transit Administration's New Freedom and Job Access Reverse Commute (JARC) programs, local sales tax revenues, public transit funds used to support paratransit programs, and the MTC Lifeline program. The implementation plan should include the following elements and identify what is required to change in order to achieve these recommendations:

- Recommended approach for administrative and fiscal oversight of a social service taxi-based program, including immediate and near term approaches
- Recommended program structure and contractual arrangements to implement program goals, including potential options for fiscal reimbursement between public agencies and taxi providers (e.g. scrip, vouchers, "paperless" methodology)
- Recommended policy/regulatory revisions, if applicable, to existing JPA ordinance needed to implement program recommendations
- Recommended options for procuring accessible taxi vehicles
- Recommended regulatory oversight arrangements
- Recommended recordkeeping and other program documentation requirements
- Executive Summary including a synopsis of "lessons learned," and other key findings that may be of interest to other counties or local jurisdictions interested in pursuing similar endeavors.
- Consultant shall present these findings to MTC's EDAC upon completion of the project.

The Plan should also include detailed description of at least 2 and no more than 5 potential pilot projects to test innovative approaches for improving taxi services within Marin County. Potential

pilot projects should identify a proposed administrative structure, budget, timeframe, lead agency, and desired program outcomes. These projects would be candidates for outside funding.

Deliverable: Implementation Plan

Task 7: Implementation Assistance

The Consultant will provide implementation technical assistance applying the approaches developed in the study. These include testing of alternatives, working with the District and other stakeholder agencies through vendor selection, and initial implementation as required.

The Consultant shall prepare a summary report describing results of implementation assistance.

Deliverable: Summary Report describing results of Implementation Assistance.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE

Project Budget and Schedule

The following table provides the project budget and schedule by deliverable.

Task	Deliverable	Total Cost	Completion Date
1	Updated Social Services Inventory and Existing Taxi Services	\$5,568	February 15, 2007
2	Technical Memorandum #1 summarizing results of stakeholder meetings	\$15,021	June 1, 2007
3	Technical Memorandum #2 summarizing Needs Assessment/Barrier Identification	\$7,690	March 1, 2007
4	Technical Memorandum #3 Identifying Options for Mitigating Barriers	\$8,535	April 1, 2007
5	Proposals and Technical Memorandum #4 summarizing Options for Program Administration	\$18,541	May 1, 2007
6	Implementation Plan	\$13,081	June 15, 2007
7	Implementation Assistance Summary Report	\$9,690	December 31, 2007
Other Direct Costs:			
	Travel & Mileage	\$800	
	Report Production	\$900	
	TOTAL	\$79, 826	

EXHIBIT "C"

**CERTIFICATE OF LIABILITY INSURANCE
IBI GROUP
Attachment**