

FUNDING AGREEMENT
BETWEEN
SAN RAFAEL ELEMENTARY DISTRICT
AND
MARIN TRANSIT

This AGREEMENT is made this 11 day of March 2019, by and between the MARIN COUNTY TRANSIT DISTRICT, hereinafter referred to as "Marin Transit," a local transit district, and SAN RAFAEL ELEMENTARY DISTRICT hereinafter referred to as " SAN RAFAEL ELEMENTARY DISTRICT ", a local school district.

SECTION 1. RECITALS

1. The voters of Marin County approved the authorization of Measure AA at the General Election held on November 6, 2018, thereby authorizing that Marin Transit receives 54.5 percent of the proceeds from a one-half cent transaction and use tax.
2. The tax proceeds will be used to pay for the programs and projects outlined in the Measure AA Expenditure Plan.
3. Included in the Expenditure Plan is a requirement that Marin Transit uses five percent of the of the one-half cent transaction and use tax funds allocation "to provide transit service to schools in Marin County to reduce local congestion." Additionally, Marin Transit should "provide yellow bus services in partnership with local schools and parent organizations."
4. As a part of the plan to meet the Measure AA Expenditure Plan requirement, on January 7, 2019, the Marin Transit Board of Directors approved spending \$600,000 to fund existing yellow bus programs serving schools in the urbanized area of Marin County.
5. The \$600,000 was approved to be distributed among five school districts that met the established threshold criteria. Marin Transit determined the funding amounts for each of the eligible programs by calculating a one-way pass subsidy for each program. The approved subsidy was 35 percent of the price of a one-way pass. The number of passes sold was multiplied by the per pass subsidy to determine the funding for each program.
6. The funding amounts currently approved will be disbursed annually for three years beginning in FY19/20. The amount will increase/decrease annually by sales tax revenue increase/decrease, per Transportation Authority of Marin (TAM).
7. Annually, SAN RAFAEL ELEMENTARY DISTRICT will certify that they continue to meet the threshold criteria in order to receive funding.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This AGREEMENT is entered into by and between MARIN TRANSIT and SAN RAFAEL ELEMENTARY DISTRICT to document the funding conditions necessary for SAN RAFAEL ELEMENTARY DISTRICT to comply with applicable law and MARIN TRANSIT policies. This AGREEMENT consists of additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

SECTION 3. TERM OF FUNDING AGREEMENT

This AGREEMENT shall commence on July 1, 2019, and shall terminate on June 30, 2022. The final invoice must be submitted within 30 days of completion of the stated scope of services.

SECTION 4. PROGRAM DEFINITION AND SCOPE

This AGREEMENT, approved through MARIN TRANSIT Board action, in accordance with the requirements of Marin Transit's Measure AA Expenditure Plan requirement is made for the following purposes identified in the SAN RAFAEL ELEMENTARY DISTRICT's Annual Certification and Claim of Measure AA Funds:

Provide yellow bus services in partnership with local schools and parent organizations

Additional information on individual project scope will be included in the Measure AA Sales Tax Program Annual Certification and Claim of Measure AA Funds to be submitted annually by SAN RAFAEL ELEMENTARY DISTRICT.

SECTION 5. ELIGIBILITY REQUIREMENTS

SAN RAFAEL ELEMENTARY DISTRICT has been determined to meet the eligibility requirements summarized below.

1. An existing FY 17/18 K-8 yellow school bus program serving public school students at a school located within the urbanized area of Marin;
2. A reduced pass for the yellow bus program that provides at least a 50% pass price discount to income-eligible students;
3. A local funding (or other discretionary funds) match of at least 20% of program costs, excluding pass sales revenue; and
4. Must certify annually that their program has met threshold criteria.

SECTION 6. GRANT

MARIN TRANSIT hereby grants to SAN RAFAEL ELEMENTARY DISTRICT the amounts by fiscal year as shown in the table below as approved by the Marin Transit Board on January 7, 2019.

Fiscal Year	Amount
FY 2019/20	\$
FY 2020/21	\$*
FY 2021/22	\$*

*Amount estimated based on historical Marin County Sales Tax Growth rate. The actual amount to be determined annually. SAN RAFAEL ELEMENTARY DISTRICT will be informed of the actual amount by June 1st of each fiscal year.

SECTION 7. BUDGET AND SCOPE

SAN RAFAEL ELEMENTARY DISTRICT shall maintain a project budget. SAN RAFAEL ELEMENTARY DISTRICT shall carry out the operation of a regular home to school yellow bus program and shall incur obligations against and make disbursements of the grant in conformity with MARIN TRANSIT'S requirements and the budget. The budget should be included in the Annual Certification and Claim of Measure AA Funds and submitted annually to MARIN TRANSIT.

If SAN RAFAEL ELEMENTARY DISTRICT makes major changes to the scope of the project that is funded with Measure AA funds then funding may be reduced in subsequent allocation years. Major changes to the scope are defined as reducing service by 20 percent.

An increase in the level of service will not constitute an increase in the grant amount in the current funding cycle.

SECTION 8. PROJECT MANAGEMENT

SAN RAFAEL ELEMENTARY DISTRICT shall be responsible for the project and provide management of consultant and contractor activities for which SAN RAFAEL ELEMENTARY DISTRICT contracts, including responsibility for schedule, scope, and budget.

SECTION 9. PROGRAM OVERSIGHT

SAN RAFAEL ELEMENTARY DISTRICT shall cooperate with MARIN TRANSIT'S project management team and shall provide any requested program information.

SECTION 10. ATTRIBUTION AND SIGNAGE

If any portion of grant funds is used for the production of reports, acknowledgment of MARIN TRANSIT and the Transportation Authority of Marin's role, as the Measure AA Sales Tax Program overseer, shall be included in the documents. If any portion of grant funds is used for construction, SAN RAFAEL ELEMENTARY DISTRICT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying Measure AA Local Transportation Sales Tax Funds and TAM. For non-construction capital purchases funded by any portion of grant funds, SAN RAFAEL ELEMENTARY DISTRICT shall affix permanent signage identifying TAM and the Sales Tax Funds as a funding source. SAN RAFAEL ELEMENTARY DISTRICT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of Measure AA reimbursement for program expenses.

A reference to Measure AA should be included on the school bus program website to acknowledge its role in funding the program.

SECTION 11. PRESS RELEASES

SAN RAFAEL ELEMENTARY DISTRICT shall notify MARIN TRANSIT in advance of any press releases about project and program activities, particularly groundbreakings and ribbon cuttings, in connection to grant funds expended from this AGREEMENT.

SECTION 12. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this AGREEMENT, SAN RAFAEL ELEMENTARY DISTRICT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 13. FINANCES

All costs charged to the home to school yellow bus program shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges.

SECTION 14. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the program shall be maintained by SAN RAFAEL ELEMENTARY DISTRICT for a period of three (3) years after the later of program closeout or termination of the grant. Such program documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the program.

SECTION 15. REIMBURSEMENTS

Payment shall be made by Marin Transit for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of the AGREEMENT. Payments may be reimbursed quarterly. Payment to SAN RAFAEL ELEMENTARY DISTRICT of the grant shall be upon written approval by Marin Transit, upon submittal of an invoice plus appropriate support documentation and identification of expenses incurred.

Reimbursements shall not exceed the annual amounts shown in SECTION 6. GRANT.

Each reimbursement request shall include SAN RAFAEL ELEMENTARY DISTRICT's certification that the amounts sought are only for project elements included in the Annual Certification and Claim of Measure AA Funds and that SAN RAFAEL ELEMENTARY DISTRICT is in compliance with MARIN TRANSIT'S requirements outlined in this AGREEMENT.

SECTION 16. ELIGIBLE EXPENSES

SAN RAFAEL ELEMENTARY DISTRICT shall expend funds only on eligible expenses to operate a home to school yellow bus program for the general student population as follows: operating costs including direct staff time (salary and benefits). Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense.

SECTION 17. SUBMITTAL OF ANNUAL CERTIFICATION AND CLAIM OF MEASURE AA FUNDS

SAN RAFAEL ELEMENTARY DISTRICT shall provide to MARIN TRANSIT an "Annual Certification and Claim of Measure AA Funds" as shown in Exhibit A. SAN RAFAEL ELEMENTARY DISTRICT shall certify that they meet certain criteria as well as provide all requested program data and submit three years of budget information as specified in Exhibit A. The "Annual Certification and Claim of Measure AA Funds" must be

submitted by August 31 of each fiscal year and before any reimbursements are processed. If documentation is deemed incomplete, SAN RAFAEL ELEMENTARY DISTRICT will work with MARIN TRANSIT staff to complete the information.

SECTION 18. AUDITS

MARIN TRANSIT reserves the right at any time to conduct or require a financial or performance audit of the SAN RAFAEL ELEMENTARY DISTRICT's compliance with this AGREEMENT. MARIN TRANSIT will give advance notice of the requirement. SAN RAFAEL ELEMENTARY DISTRICT shall permit MARIN TRANSIT, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts of the SAN RAFAEL ELEMENTARY DISTRICT and its contractors with regard to the program.

SECTION 19. THIRD PARTY CONTRACT AUDITS

MARIN TRANSIT reserves the right to request an audit of other third-party contracts for any reason. If SAN RAFAEL ELEMENTARY DISTRICT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the MARIN TRANSIT.

SECTION 20. RIGHT TO WITHHOLD

If the above items are not provided to MARIN TRANSIT by the annual due date and/or such items are found not to be in compliance with this AGREEMENT, Public Utilities Code Section 180000 et seq., the ballot measure or the Strategic Plan, MARIN TRANSIT may withhold FUNDS from SAN RAFAEL ELEMENTARY DISTRICT until SAN RAFAEL ELEMENTARY DISTRICT has corrected any noted deficiencies to MARIN TRANSIT'S satisfaction. While FUNDS are being so withheld all interest on withheld FUNDS shall be retained by MARIN TRANSIT as an administrative fee.

SECTION 21. TERMINATION FOR CAUSE

SAN RAFAEL ELEMENTARY DISTRICT agrees that, upon ten (10) working days written notice, MARIN TRANSIT may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Measure AA Sales Tax Program Allocation Request Form, unauthorized use of grant funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the program shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, SAN RAFAEL ELEMENTARY DISTRICT will repay MARIN TRANSIT any unexpended funds already distributed.

SECTION 22. CORRECTION OF BREACH

With respect to any breach, which is reasonably capable of being cured, SAN RAFAEL ELEMENTARY DISTRICT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If SAN RAFAEL ELEMENTARY DISTRICT diligently pursues a cure, such SAN RAFAEL ELEMENTARY DISTRICT shall be allowed a reasonable time to cure or by a time established in writing by MARIN TRANSIT.

SECTION 23. LIABILITY

SAN RAFAEL ELEMENTARY DISTRICT agrees to defend, indemnify and hold MARIN TRANSIT harmless, its officers, employees, and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of SAN RAFAEL ELEMENTARY DISTRICT in connection with this AGREEMENT, except those arising by reason of the sole negligence of MARIN TRANSIT, its officers, employees and agents.

MARIN TRANSIT agrees to defend, indemnify and hold SAN RAFAEL ELEMENTARY DISTRICT harmless, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of MARIN TRANSIT in its obligations under this AGREEMENT, except those arising by reason of the sole negligence of the SAN RAFAEL ELEMENTARY DISTRICT, its officers, employees and agents.

SECTION 24. OBLIGATIONS

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by SAN RAFAEL ELEMENTARY DISTRICT before the termination date; to the extent those obligations cannot be canceled.

SECTION 25. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 26. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

SECTION 27. INDEPENDENT AGENCY

SAN RAFAEL ELEMENTARY DISTRICT performs the terms and conditions of this AGREEMENT as an entity independent of MARIN TRANSIT. None of SAN RAFAEL ELEMENTARY DISTRICT's agents or employees shall be agents or employees of MARIN TRANSIT.

SECTION 28. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 29. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of MARIN TRANSIT or SAN RAFAEL ELEMENTARY DISTRICT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

SECTION 30. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated. SAN RAFAEL ELEMENTARY DISTRICT may not use GRANT funds, or other MARIN TRANSIT programmed funds, for the aforementioned purpose.

SECTION 31. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 32. CONTINGENT UPON ALLOCATION

Disbursement of funds is contingent upon MARIN TRANSIT receiving its allocation of Measure AA from Transportation Authority of Marin and the MARIN TRANSIT'S Board of Directors adoption of the District's annual budget.

SECTION 33. NOTICES

This AGREEMENT shall be managed and administered on MARIN TRANSIT'S behalf by the Department 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:	
Dept./Location:	
Telephone No.:	
Email address:	

Notices shall be given to SAN RAFAEL ELEMENTARY DISTRICT at the following address:

Contract Manager:	Douglas Marquand
Address:	310 Nova Albion Way San Rafael, CA. 94903
Telephone No.:	415-485-3533
Email address:	dmarquand@srcs.org

SECTION 34. EXHIBITS

The following Exhibits are hereby made part of this AGREEMENT:

- I. EXHIBIT A: Annual Certification and Claim of Measure AA Funds
- II. EXHIBIT B: Marin Transit Board Item Approved on January 7, 2019

SECTION 35. ACCEPTANCE OF GRANT

SAN RAFAEL ELEMENTARY DISTRICT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept MARIN TRANSIT's grant and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

SAN RAFAEL ELEMENTARY DISTRICT:

MARIN TRANSIT:

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

Marin County Transit District
Measure AA – Existing Yellow Bus Program Financial Support

Annual Certification and Claim of Measure AA Funds

Marin Transit will supply a worksheet annually to be completed and submitted by August 31 annually. The worksheet will request specific program data, budget information, and certification that the program continues to meet the threshold criteria.

EXHIBIT B

Marin Transit Board of Directors Approved Home to School Yellow Bus Funding Allocation for FY2019/20
Item Approved on January 7, 2019