

**SHUTTLE PROGRAM AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND THE CITY OF
MENLO PARK**

This Agreement entered this 12th Day of **May 2016**, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and the City of Menlo Park, hereinafter called "CITY".

W I T N E S S E T H

WHEREAS, C/CAG is prepared to award funding for the implementation of shuttle programs under the "Local Services Shuttle Program" component of the Congestion Relief Plan; and

WHEREAS, The purpose of the Local Services Shuttle Program is to increase the use of public transit by individuals whose place of employment is within San Mateo County, thereby reducing regional and local congestion; and

WHEREAS, The C/CAG Board has reviewed the CITY request for funding and has determined that it is consistent with the Congestion Relief Plan; and

WHEREAS, The CITY will pay a portion of costs incurred, as detailed below in Section 2; and

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by CITY. In consideration of the payments hereinafter set forth, the CITY shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein C/CAG shall make payment to CITY in an amount not to exceed nine hundred twenty one thousand, five hundred twenty eight dollars (\$921,528). Payments shall be made on a cost reimbursement basis and the funds will be paid based upon the receipt of quarterly invoices for the actual costs incurred by the CITY for the Shuttle Program. Invoices shall be reimbursed in the amount of seventy five percent (75%) of the actual costs reflected in the invoices submitted by CITY. The CITY shall be required to provide a twenty five percent (25%) match for the C/CAG funds. Documentation such as invoices for shuttle services as well as proof of payment by CITY must accompany all requests for reimbursement. In the event that C/CAG makes any advance payments, CITY agrees to refund any amounts in excess of the amount owed by C/CAG at the time of termination of this Agreement.
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

4. Non-Assignability. CITY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect as of July 1, 2014 and shall terminate on June 30, 2016; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to CITY. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, CITY shall be paid for all services provided to the date of termination.
6. Quarterly Progress Reports. CITY shall prepare and submit to C/CAG quarterly progress reports by January 31, April 30, July 31 and October 31 of each year during the entire term of the project. Reports shall be presented in the form provided as Exhibit B, "Quarterly/Annual Shuttle Program Progress Report Form," which is attached to this Agreement and incorporated herein by this reference. The reports shall describe project performance and expenditures during the previous quarter.

The reports shall include a description of the actions expected to be taken and any projected changes in the service plan during the next quarter, and any other information requested by C/CAG. Additionally, each progress report shall include information on any potential issues that may impact any of the performance measures set forth in Exhibit B as well as the ability of CITY to meet the conditions outlined in this Agreement.

7. Annual Report. By October 1 of each year, CITY shall provide C/CAG with an annual report summarizing the quarterly reports from the prior fiscal year and detailing information including, but not limited to, the following:
 - a) Total costs for the project, including an accounting of all C/CAG funds expended in connection with the project, and reflecting any unexpended C/CAG funds that may remain.
 - b) A compilation of data collected during the project, and changes/additions to the scope of the project.
8. Hold Harmless/ Indemnity: CITY shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by CITY of its duties under this Agreement. C/CAG shall indemnify and save harmless CITY from all claims, suits or actions resulting from the performance by C/CAG of its duties under this Agreement.

The duty of the parties to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. The C/CAG logo shall be displayed on any vehicles or equipment operated or obtained through funds made available through this Agreement.
10. Insurance: CITY or its subcontractors performing the services on behalf of CITY shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. CITY

shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the CITY coverage to include the contractual liability assumed by CITY pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: CITY shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: CITY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect CITY, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by CITY or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff. Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

11. Non-discrimination. CITY and its subcontractors performing the services on behalf of CITY shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
12. Compliance with All Laws. CITY shall at all times comply with all applicable laws and

regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.

13. Sole Property of C/CAG: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
14. Access to Records. C/CAG, or any of its duly authorized representatives, shall have access to any books, documents, papers, and records of CITY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

CITY shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

15. Merger Clause. This Agreement constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.
16. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year listed below.

City of Menlo Park

By _____

_____ Date

City of Menlo Park Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____