

**AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND PENINSULA  
TRAFFIC CONGESTION RELIEF ALLIANCE (COMMUTE.ORG) FOR  
THE REGIONAL CARPOOL PROGRAM COMPLEMENTARY  
ACTIVITIES**

This Agreement, effective **December 8, 2016**, by and between 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 Peninsula Traffic Congestion Relief Alliance, a joint powers authority, hereinafter called "Commute.org".

**W I T N E S S E T H**

WHEREAS, it is necessary and desirable that Commute.org be engaged by C/CAG for the purpose of performing services hereinafter described:

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

1. **Services to be provided by Commute.org.** In consideration of the payments hereinafter set forth, Commute.org 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 and in Exhibit A, C/CAG shall make payment to Commute.org as follows. Commute.org shall submit to C/CAG quarterly invoices in a total contract amount not to exceed seventy thousand dollars (\$70,000). Payments shall be made within 30 days after receipt and approval of the quarterly invoice from Commute.org. In the event that C/CAG makes any advance payments, Commute.org 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.** Commute.org 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 December 8, 2016 and shall terminate on June 30, 2017; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Commute.org. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Commute.org shall be paid for all services provided to the date of

termination.

6. **Hold Harmless/Indemnity.** Commute.org shall indemnify and save harmless C/CAG, its officers, directors, employees, and servants from all claims, suits, damages or actions of every name, kind, and description, arising from Commute.org's performance, or failure to perform under this Agreement.

(a) The duty of the Commute.org 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.

(b) The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.

7. **Insurance.** Commute.org or its subcontractors performing the services on behalf of Commute.org 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. Commute.org shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Commute.org's coverage to include the contractual liability assumed by Commute.org 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: Commute.org shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

**Liability Insurance.** Commute.org shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Commute.org, 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 Commute.org 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, C/CAG, at its 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.

8. **Non-discrimination.** Commute.org and its subcontractors performing the services on behalf of Commute.org 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.
9. **Accessibility of Services to Disabled Persons.** Commute.org, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. **Substitutions.** If particular people are identified in Exhibit A as working on this Agreement, Commute.org will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. **Sole Property of C/CAG.** As between C/CAG and Commute.org any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
12. **Access to Records.** C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Commute.org which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

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

13. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.

14. **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 to this agreement for the Regional Carpool Program Complementary Activities on the day and year as indicated below.

Commute.org

By \_\_\_\_\_ Date \_\_\_\_\_

Commute.org Legal Counsel

By \_\_\_\_\_

City/County Association of Governments (C/CAG)

By \_\_\_\_\_ Date \_\_\_\_\_  
Alicia C. Aguirre  
C/CAG Chair

C/CAG Legal Counsel

By \_\_\_\_\_  
C/CAG Legal Counsel

## **Exhibit A**

# **Peninsula Traffic Congestion Relief Alliance (Commute.org) Regional Carpool Program Complementary Activities FY 16/17**

## **Scope of Work**

Commute.org proposes to use the MTC funding to support the ongoing work of staff in the areas of Employer Outreach, Employer Support Services, Direct Marketing to Commuters, Carpool Programs - Incentives and Promotion, Public Transit Program – Incentives and Promotion, and Bike to Work Day. All of the efforts are aimed at reducing single occupant vehicle travel to, through, or from San Mateo County.

MTC's funding of Commute.org has always been critical to the agency's ability to fully staff and execute the annual Scope of Work. The proposed funding would be fully expended in the current fiscal year (FY 2016-2017).

Programming in each of the areas is described below.

### **Employer Outreach**

**Goal:** Increase market penetration of commute alternative programs in San Mateo County.

#### **Key Action Items:**

1. Provide ongoing outreach, guidance and consulting services to those San Mateo County based employers who have not yet complied with the Bay Area Commuter Benefits Program (Regulation 14, Rule 1). The program became permanent in 2016 when the sunset clause was removed. This will provide leverage in terms of working with employers to become and stay compliant.
2. Leverage relationships with employers to reach their employees. The Outreach Team actively uses direct marketing campaigns to target employer transportation coordinators (ETC's) in an effort to get a deeper connection to those critical individuals.
3. Conduct targeted campaigns of small to medium sized employers to encourage employer consortiums to participate in commute alternative programs – use property managers, chambers of commerce and business organizations to reach these employers.
4. Promote the adoption of commuter-focused incentives (Carpool and Try Transit) at new-employee orientations, employee benefit meetings and employer transportation events.
5. Partner with MTC's 511 Regional Carpool Program on carpooling events and promotions at employer sites throughout San Mateo County. Leverage the promotional programs that MTC has developed and the employer relationships that Commute.org has established to increase exposure to carpooling in San Mateo County.

### **Employer Support Services**

**Goal:** Provide employer support services, including the Emergency Ride Home Program, Bicycle Rack and Locker program and bicycle safety and training workshops. These programs are provided to overcome barriers to utilizing commute alternative programs.

**Key Action Items:**

1. The Emergency Ride Home Program was to be phased out in FY 2015-2016 as a replacement Guaranteed Ride Home program was deployed; however, that project has been extended to the FY 2016-2017. Outreach staff will need to work with the 60+ employers who are currently participating in the ERH program to transition their employees to the new GRH program.
2. Provide employers and JPA members with an opportunity to participate in the bicycle rack and locker incentive program, providing incentives for the installation of bicycle lockers and/or racks. An updated application for reimbursement which is more restrictive is one of the factors that lead to a decrease in locker/rack incentives in the prior year; however, there is a strong likelihood that the program will be oversubscribed in FY 2016-2017.
3. Coordinate bicycle safety and training workshops with employers at their worksites or through city or county entities by a certified bicycle safety instructor to provide rules of the road for cyclists, tips on buying a bicycle and bicycle maintenance instruction. Consider offering a second, more detailed course on bicycle maintenance.

**Direct Marketing and Communication with Commuters**

**Goal:** Provide commute alternative information directly to commuters that travel to, through, from, or within San Mateo County so that they can make informed choices on commute options.

**Key Action Items:**

1. Plan and implement media campaigns to broaden awareness of Commute.org and its programs. Collaborate with transit partners, on a Try Transit Campaign in FY 2016-2017 using the “Don’t be an SOV” campaign. Additionally, promote MTC’s 511 Regional Carpool Program, when appropriate, in advertising and direct mail pieces.
2. Use a variety of media sources to reach commuters in San Mateo County. Commute.org develops an annual media plan that includes advertising and messaging across newspaper, online radio, online news sites, social media sites, public transit-oriented and high visibility public location advertising. The advertising is used to support specific programs and campaigns as well as general awareness of the agency and its available resources.
3. Develop, promote, and manage campaigns that directly target those who commute in or through San Mateo County. Use the Commuter Club email database to help promote the incentive campaigns.

**Carpool Incentive Programs**

**Goal:** Provide commuters with a direct incentive to try traditional or dynamic carpooling.

### **Key Action Items:**

1. Promote traditional Carpool Incentives providing incentives to encourage commuters to carpool at least two days per week for eight weeks. This is promoted through employers, colleges and directly to commuters at employer fairs and on the Commute.org website.
2. Develop a Carpool Incentive for dynamic and/or app-based carpooling. Use similar criteria to reward commuters who shift modes to carpooling using one or more of the third-party apps (e.g. Scoop and other carpool apps identified/certified by MTC). The incentive will still be one-time and will need to be verified by data recorded by the app provider. The agency is reducing the incentive to \$50 and imposing a cap on the total number of incentives available during the fiscal year.
3. Work with the MTC 511 Regional Carpool Program (RCP) to identify opportunities in San Mateo County for joint collaboration to directly target commuters in San Mateo County. Use the PROMO Code program developed by RCP and conduct outreach to potential carpoolers.

### **Try Transit Incentive Program**

**Goal:** Increase ridership on Caltrain, SamTrans, BART, and WETA's SSF Ferry.

### **Key Action Items:**

1. Promote Try Transit Program to potential riders who currently drive alone. Provide program information to employer ETC's and directly to commuters at employer fairs, and via the Commute.org web site. In FY 2015-2016 a direct mail campaign targeting San Mateo County residents who live in close proximity to transit stations resulted in significant increases in applications for the program. That campaign will continue in FY 2016-2017.
2. Build upon the success of the 2016 Commuter Challenge campaign to capture an even larger segment of the commute population. The spring campaign has been a primary way that Commute.org promotes transit alternatives to the people who commute to, through or within the county. Engage participants through the use of social media, surveys, and contests.

### **Bike to Work Day**

**Goal:** Participate in Bay Area wide event to promote the use of bicycling as a form of commuting.

### **Key Action Items:**

1. Function as the county-wide coordinator for Bike to Work Day. Coordination entails: Recruiting and managing volunteers to staff the Energizer Stations; organizing and supplying the handouts for participants; promoting the event through employers, cities, organizations, agencies, and the media; working with the region-wide event coordinator (Silicon Valley Bicycle Coalition); and keeping statistics on the event participation.
2. Promote Bike to Work Day to employees in San Mateo County with a goal of increasing participation on Bike to Work Day by 10%. Advertising, as part of Commute.org's annual Media Plan, will be conducted through print, online, and social media outlets.

3. Increase the number of Energizer Stations in San Mateo County from 44 in 2016 to 46 in 2017.  
Visit as many Energizer Stations as possible on BTWD to thank volunteers and ensure compliance with station procedures.

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