# AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE (COMMUTE.ORG) FOR THE COUNTYWIDE VOLUNTARY TRIP REDUCTION PROGRAM FOR FISCAL YEAR 2019-20

This Agreement, effective **July 1, 2019**, 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."

# WITNESSETH

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 five hundred ten thousand dollars (\$510,000). Payments shall be made within 30 days after receipt and approval of each 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 July 1, 2019, and shall terminate on June 30, 2020; provided, however, that C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Commute.org. Termination is 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.
  - The duty of the Commute.org to indemnify and save harmless as set forth herein, (a) 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 Approval by C/CAG Staff Amount if under \$ 1,000,000 \$ 1,000,000

a. Comprehensive General Liability

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 or job classifications are identified in Exhibit A as working on this Agreement, Commute.org will not assign others to work in their place without prior written permission from the C/CAG Executive Director. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise approved by the C/CAG Executive Director.
- 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 Countywide Voluntary Trip Reduction Program on the day and year as indicated below.

Commute.org	
ByCliff Lentz, Commute.org Chair	Date
Commute.org Legal Counsel	
By	
City/County Association of Governments (C/CAG)	
By	
Maryann Moise Derwin C/CAG Chair	Date
C/CAG Legal Counsel	
By	

# Exhibit A

# Peninsula Traffic Congestion Relief Alliance (Commute.org) Scope of Work, FY 2019-2020

# **Program Area 1: Employer Programs**

#### **Employer Outreach**

- Goal: Increase adoption of commute alternative programs by employers in San Mateo County by providing TDM tools, resources, and programs.
- FY 2019-2020 Action Items:
  - 1) Leverage the employer relationship to reach employees working in San Mateo County. This is one of the most essential functions that the Employer Programs team performs. The team actively uses direct marketing campaigns to target employer transportation coordinators (ETC's) to get a deeper connection to those critical individuals.
  - 2) Perform a thorough review of the SAGE CRM database to ensure accuracy of our employer and transportation coordinator contacts. We will use public records, surveys, and direct mail in combination with the Bay Area Commuter Benefits database to verify our records.
  - 3) 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) or are delinquent in re-registering. The regulation became permanent in 2016, which provides staff with an important reason for employers to engage with the agency and with employers to become and stay compliant.
  - 4) Build on the success of "Breakfast with Transportation Champions" (2015), "Reimagine the Commute" (2016), "Technology Energizes Alternative Commutes" (2017), "CommuterLand" (2018), and "Pool Party" (2019) events that engaged with transportation contacts at employers throughout San Mateo County. Staff will schedule and produce another event in spring 2020 which has become firmly established as the annual symposium for ETC's in San Mateo County.
  - 5) Develop and produce a three-part webinar series for employers in San Mateo County focusing on topics that will help them be able to better address the need for alternative commute options for employees. Topics may include Bay Area Commute Benefit Program compliance, Best Workplaces for Commuters program, STAR network adoption and deployment.
  - 6) Promote the "Best Workplaces for Commuters" program to employers in San Mateo County. The program has proven that employers who participate and meet specific TDM guidelines have a lower drive-alone rate for employees. Commute.org can leverage existing programs (e.g. BWC) to encourage adoption of TDM practices especially at larger employers.

- 7) Participate in San Mateo County Spare the Air Resource Team campaigns for employers sponsored by BAAQMD to increase awareness of Commute.org and target San Mateo County employers and commuters.
- 8) Continue to produce the monthly electronic newsletter for employers called the Employer eNews. Over 2,000 employer contacts receive the newsletter which includes information on programs, services, legislation, and best practices.

# **Employer Support Services**

• Goal: Provide employer support services, including Guaranteed Ride Home, Bicycle infrastructure program and bicycle safety and training workshops. These programs are provided to overcome barriers to utilizing commute alternative programs.

# • FY 2019-2020 Action Items:

- 1) Promote the use of STAR platform networks by employers. STAR allows the parent organization (Commute.org) to create public and private networks that are managed by "network administrators" associated with companies, cities, or organizations. Each network has almost the set of full privileges available to the parent organization, but can limit access to their network to their own employees, members, etc.
- 2) Continue to support shared-ride services including bike share, micro mobility, and carpooling programs in JPA member cities. As part of this effort, the agency will continue to work with member cities that want to develop city-specific transportation information on a unique web site.
- 3) Continue to develop training tools including webinars, videos, documents that are used to train and support network administrators with the STAR platform. The platform has a broad set of training videos that continue to be augmented with San Mateo County/Commute.org specific training.
- 4) Provide employers and JPA members with an opportunity to participate in the bicycle infrastructure incentive program, providing incentives for the installation of bicycle lockers, bicycle repair stations, and/or racks. The goal for is to identify high quality opportunities for the limited budget that is being allocated to the program in FY 2019-2020 (\$20,000).
- 5) 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.

# <u>Program Area 2 – Shuttle Program</u>

#### **Shuttle Program Development and Management**

• Goal: a) continue to provide safe and reliable employer based shuttle services between employment sites and Caltrain, Bay Area Rapid Transit (BART), and San Francisco Bay Ferry stations/terminals (operated by the Water Emergency Transportation Authority – WETA); b) continue to work with existing and potential new employer consortiums to attract and retain additional ridership; c) improve the overall customer experience by maintaining high standards for on-time performance, accurate schedules, clean vehicles,

and courteous drivers; d) provide employer based shuttle services that are financially sustainable and meet the funders' targets and benchmarks.

# • FY 2018-2019 Action Items:

- 1) This will be the final year of the 5-year contract with the current shuttle vendor. The vendor has had staffing issues since early 2018. Those issues have led to the suspension of service on several routes and reduced service on several other. Ridership has been impacted but has started to recover now that the vendor has been more consistent in staffing all scheduled service (except for suspended service). It is not currently known if an RFP process will be undertaken in FY 2019-2020, but if it does, it will require significant effort by staff, committees and the board.
- 2) This is also the final year of the 2-year cycle for shuttle funding. The San Mateo County Transportation Authority in collaboration with C/CAG will conduct a Call for Projects in early 2020 for funding that will be available for the period July 1, 2020-June 30, 2022. Staff will be working on the applications for at least 13 routes and will assist in the application process for another 10-15 routes for which we provide management.
- 3) Commute.org is working with the San Mateo County Transit District (SMCTD) to finalize the transition of several routes to our management. The process started in FY 2018-2019 but was slowed down due to vendor issues. The transition should be complete by the end of Q1 in FY 2019-2020.
- 4) Dedicated marketing funds are now available to target shuttle program advertising. The Shuttle team will work with the Commuter Programs team to develop targeted shuttle marketing including events at transit locations. SMCTD has also provided giveaway items for shuttle appreciation events that Commute.org staff manages.
- 5) A new "Shuttle Stop" sign template has been developed. The signs will include the three-letter acronym route identifier that we developed in conjunction with SMCTD. All shuttle stops will have new signage installed during the fiscal year. Approximately 200 signs will be installed.
- 6) Release an updated version of the Shuttle pages on the Commute.org web site. The new pages will streamline the process for people to find information about their route.
- 7) The "Where's My Shuttle?" tool continues to grow in importance for riders. A new version of the tool was released in FY 2018-2019 that uses Syncromatics software. The tool shows current location, schedule and estimated arrival times for all routes managed by Commute.org.
- 8) Since all Commute.org shuttle routes have regularly updated GTFS files, the routes are also available to all third-party software developers for inclusion in trip planning, transit screen, and mobility as a service offerings. Expanding the inclusion of Commute.org shuttles into more apps and services will continue to be an objective for the Shuttle Program team.
- 9) The Shuttle Program team is investigating options for moving away from physical shuttle passes and stickers (being using on several routes). Adoption of an electronic pass system and/or app is being studied and will be implemented if it can be done cost-effectively.

- 10) Commute.org introduced a Text Alerts program in October 2017 and by May 2019 over 4,000 riders have subscribed and more than 150,000 messages have been sent. Riders receive alerts on their mobile phone by texting the Alert Code for their route to 555888. This has proven to be a valuable tool to interact with passengers. Expanding participation in the text alert program will continue to be an objective for the Shuttle Program team.
- 11) Conduct shuttle monitoring checks to ensure vendor compliance with agency policies and procedures. Each route should be monitored at least quarterly. This target may grow as additional routes are added to Commute.org shuttle management program.
- 12) Participate in employer events and meetings to encourage shuttle ridership and ensure sustainability of the shuttle program.

#### **Program Area 3 – Commuter Programs and Incentives**

# **STAR Platform**

- Goal: Provide commuters with the tools, programs, and incentives that not only encourage their shift to non-drive alone modes, but also provides ongoing support and incentives for them to continue using preferred commute mode(s).
- FY 2019-2020 Action Items:
  - 1) The agency will continue with the deployment and promotion of the STAR Platform as the primary online tool that Commute.org uses to promote, track and incentivize alternative commuting behavior. The tool, provided by software vendor Ride Amigos, was branded as the STAR Platform in FY 2016-2017 and considerable progress has been made in recruiting commuters and employers to use the platform's many tools.
  - 2) The STAR Platform has given the agency a tool that generates measurable impacts in real-time. Sharing these impacts with commuters, employers and partners helps to reinforce the positive behavior that we are seeking.
  - 3) The Challenge module of the STAR platform was used in the past four Commuter Challenges. Approximately 3,000 commuters registered and logged their commute trips during the 2-month 2019 campaign. Using the STAR Platform for the annual challenge has resulted in more meaningful engagement with the participants than in prior years when commuters participated in a more passive manner.

#### Guaranteed Ride Home (GRH) Program

• Goal: Provide commuters and college students in San Mateo County with a form of "commute insurance" that supports their use of alternative commute modes by providing a ride home in the mode of their choice when a qualifying event occurs (e.g. sickness, family emergency, unplanned overtime, bicycle breakdown).

#### • FY 2019-2020 Action Items:

1) Commute.org operated an Emergency Ride Home (ERH) program for more than a decade. The legacy program was officially retired on December 31, 2017. It was replaced by a Guaranteed Ride Home (GRH) program. The program is built on the

- STAR platform and requires participants to create accounts in order to claim reimbursement for their ride home.
- 2) GRH is proving to be one of the most important programs that Commute.org offers to commuters. It is also a program that requires ongoing modification and adjustment based on feedback from participants and analysis of its usage.
- 3) When commuters use a qualifying alternative commute mode and experience an emergency while at work or college, they can use any form of transportation to get home, such as public transit, ride-hailing app (e.g. Uber or Lyft), car share, or taxi, and be reimbursed up to \$60 per trip up to 4 times a year.
- 4) The goal of the GRH program is to cover everyone who works or attends college within San Mateo County on days when they do not drive alone to work. Employees who have similar benefits from their employers are not eligible.

# **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.

#### • FY 2019-2020 Action Items:

- 1) Plan and implement media campaigns to broaden awareness of Commute.org and its programs including the STAR Platform.
- 2) Use an assortment of media types 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 transitoriented 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) The Commute.org site continues to be a useful tool for commuter communication. The website averages over 20,000 sessions each month. The increase in number of site visits by users can be attributed to the STAR platform where people are logging commute trips and engaging with the incentives and rewards programs as well as the real-time shuttle tracking tool which helps shuttle riders predict the arrival times for their vehicle.
- 4) Continue to produce and distribute the monthly electronic newsletter for commuters called the Commuter Club. The new format of the e-newsletter has been a success and the "open rate" and subscriber count continues to grow.
- 5) Continually upgrade the user interface of the Commute.org site to increase its functionality and effectiveness with users.
- 6) Continue to evolve the mobile version of Commute.org, ensuring that the most relevant content is available for users on desktops, tablets and smart phones.

# **Carpool and Vanpool Incentive Programs**

• Goal: Provide commuters with direct incentives to encourage them to adopt carpooling or vanpooling as a primary commute option.

#### • FY 2019-2020 Action Items:

- 1) Integrate the application, reward and fulfillment process for the remaining legacy commuter incentives (Vanpool and Try Transit) into the STAR Platform.
- 2) Continue promoting and managing the Carpool 2.0 incentive program that was developed in the prior fiscal year. The program allows carpoolers that log trips on Scoop, Waze Carpool or the Commute Tracker app to earn rewards for every 10 days of carpooling (maximum reward is reached after 40 days of carpooling). The verified carpool data that is sent to STAR from Scoop and Waze Carpool is combined with the semi-automated carpool data that is collected from the Commute Tracker app to provide insights into commute behaviors that we have not been able to see before. The Carpool 2.0 incentives are funded through a combination of sources, but the staff costs are primarily supported through this agreement.
- 3) Promote the Vanpool Incentive Program providing \$500 for vanpool drivers who drive a vanpool for six months and three-month subsidy for vanpool passenger costs up to \$100 per month for those who ride in a vanpool for three months.
- 4) Collaborate with MTC and other vanpool advocacy groups to fill vacant seats in currently running vanpools by using the STAR platform's vanpool module to inform commuters of available vanpools.
- 5) Synchronize the vanpool incentive rules with MTC and other partners to ensure that vanpoolers qualify for Commute.org incentives using the same or very similar criteria.
- 6) Support partner programs like 511's "Carpool to BART" preferred parking program, "Five Free Rides" carpool app program, and other regional promotions.
- 7) Conduct post-incentive surveys of carpool, vanpool, Try Transit, and STAR platform incentive participants to determine if they are continuing to utilize the commute alternatives.
- 8) Migrate the Vanpool incentive program to the STAR platform or another database which will allow for the retirement of Vistashare (a legacy software platform) by the end of the fiscal year.

#### **Try Transit Incentive Program**

- Goal: Increase ridership on Caltrain, SamTrans, and WETA's SSF Ferry.
- FY 2019-2020 Action Items:
  - 1) Collaborate with transit partners (existing and new), on our ongoing Try Transit media campaigns and ticket distribution program.
  - 2) Promote the 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 2019-2020, the agency will continue with the direct mail campaign that targets specific San Mateo County residents (those who live near transit stations) since we have determined that direct mail campaigns result in significant increases in applications for the program.

- 3) Conduct surveys of incentive participants to determine if they are continuing to take transit on a regular basis after receiving the incentives.
- 4) Produce annual report to transit agencies and secure new tickets to continue program with partnering agencies.
- 5) Migrate the Try Transit program to the STAR platform or another database which will allow for the retirement of Vistashare (a legacy software platform) by the end of the fiscal year.

#### **Bike to Work Day**

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

#### • FY 2019-2020 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; evaluating locations and organizations for new Energizer Stations; promoting, coordinating, and selecting the Bike Commuter of the Year for San Mateo County; organizing and supplying the handouts for participants; promoting the event through employers, cities, organizations, 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 every year.
- 3) Distribute promotional items and educational material in the Bike to Work Day bags that riders receive at Energizer Stations. The items are designed to encourage participants to adopt bicycling as a commute alternative on a regular basis.
- 4) Continue to recruit and support the employers, non-profits, cities and other groups that volunteer to set-up and staff Energizer Stations in San Mateo County. Visit as many Energizer Stations as possible on BTWD to thank volunteers and ensure compliance with station procedures.

# <u>Program Area 4 – Public/Private Partner</u>ships

#### **Funding and Resource Development**

Goals: a) Retain existing funding sources through successful project delivery; b) seek
additional funding to address identified needs and plans developed in collaboration with
SMCTA and C/CAG; c) work with partners to ensure 100% sustainability of existing
funding.

- 1) Ensure that Commute.org is the recognized funding partner to implement transportation demand management (TDM) initiatives on behalf of other transit partners in San Mateo County.
- 2) Participate in the San Mateo County Transportation Authority's proposed research project that will help determine future TDM projects in San Mateo County.

- 3) Expand financial participation by employers in consortium routes. Additional participation lowers the cost for all participants and helps to ensure the sustainability of the shuttle program.
- 4) Provide managerial support to the San Mateo Rail Corridor TMA. Since FY 2010-2011, Commute.org has helped the TMA to get established as a stand-alone non-profit (501(c)(4)) organization that provides services to its members in and around the Bay Meadows development area. Commute.org will transition from being the TMA manager to solely providing programming to the TMA during FY 2019-2020. The administrative functions (e.g. insurance, taxes, membership management) will be performed by a third-party organization chosen by the TMA members.
- 5) Use the experience with the San Mateo Rail Corridor TMA to assist other cities and business districts on TDM program development.
- 6) Support C/CAG's efforts to update the county-wide TDM Guidelines in any manner possible. Those efforts began in FY 2017-2018 and are expected to be completed in FY 2019-2020.

# **Development of Community-Based Mobility Services**

 Goal: Assist cities in San Mateo County with the development, implementation, and improvement of community-based mobility programs. While Commute.org's focus remains on peak-hour commute trips and a first/last mile shuttle program that serves commuters and residents, the agency is able to assist members with other mobility programs.

- 1) Work with C/CAG staff to convene a meeting(s) with staff from San Mateo County cities and towns to work on shared-ride services, bikeshare, and other micro mobility issues.
- 2) Continue to implement the action items recommended in the Shuttle Business Practices Study with a focus on determining the most effective and efficient methods for the various transportation-related agencies to provide shuttle services in the county. A big step in this process is the transition of management to Commute.org of several shuttle routes that are currently managed by the San Mateo County Transit District. That transition started in Q4 of FY 2018-2019 and is expected to be completed in Q1 of FY 2019-2020.
- 3) Work with cities and community organizations that operate community shuttle projects to help them understand the keys to success. Serve as an advisor of best practices when it comes to questions they may have through the application and development process.
- 4) Assist cities and community organizations with the development of routes that are eligible to receive funding from the San Mateo County Shuttle Program Call for Projects. Assistance may include route design, vendor coordination, shuttle monitoring, and general technical assistance.

# **Program Area 5 - Agency Development**

# **Finance and Budget**

• Goal: Ensure the integrity of the financial reporting and budgeting process and increase operational efficiencies.

#### • FY 2019-2020 Action Items:

- 1) FY 2018-2019 was the first full year with the City of San Carlos performing the financial and accounting services for the agency. Additional process improvements still need to be made in the new fiscal year.
- 2) FY 2018-2019 was also the first year when the agency was responsible for payroll processing and tax filing. The function was outsourced to a third-party payroll provider, but the transition was not without issues. The agency moved to a new system from the same provider in 2019 and will continue to apprise and improve the processes to ensure accurate and timely payroll processing.
- 3) Review all activities and programs to determine those that are most effective and those that are underperforming based on performance measurements adopted.
- 4) Adjust the budget to match Commute.org's role and responsibility of the county-wide shuttle program as changes necessitate.
- 5) Refine budget process and categories to more closely align with programs. Work with Fiscal Agent to modify chart of accounts to match budget categories.
- 6) With the change in Fiscal Agents came a change in banks. The new bank allows for ACH deposits which improves the efficiency of receiving payment from shuttle consortium members. While it is not a requirement for clients to pay us via ACH, we are working to increase the usage.
- 7) This will be the final year of the 5-year office space lease for the agency. The lease expires on June 30, 2020 and the landlord is expected to propose an extension sometime in early 2020. While the preference will be to stay in the current space, we expect a significant increase in rent which may make it difficult to stay in the current office space. All options will be considered including a lease extension or move.

#### Governance

• Goals: a) Ensure meaningful participation by each key constituency of Commute.org including employers, commuters, and public and private partners; b) continue to ensure that all new Board members receive full orientation to Commute.org's mission and goals, as soon as they are appointed to the Board; c) ensure that the Strategic Plan is monitored and updated on a regular basis.

- 1) Accountability and Transparency Initiatives:
  - a. As part of Commute.org's commitment to achieving a culture of accountability and transparency, it maintains an "Accountability Kit" that contains board approved permanent governance documents.

- b. All Directors and Supervisory Committee members will review the accountability documents and acknowledge their understanding and execute the Conflict of Interest form.
- c. Annually, the Executive Director will conduct an orientation session for all employees on the Organization's commitment to and implementation of accountability and transparency.
- d. New employees, as part of their orientation will be required to review the accountability documents either in printed form or on Commute.org's website and acknowledge their understanding. Further, employees who are in management positions will execute the Conflict of Interest form.
- 2) Update agency by-laws, as necessary, to align with the agency's structure and mission.
- 3) Adopt a dissolution plan for the JPA that addresses the new law (AB-1912) that went into effect on January 1, 2019. The Finance Committee will make recommendations to the full board which will adopt a final plan for inclusion in the by-laws.
- 4) Comply with all county and state-mandated reporting and transparency initiatives.
- 5) Conduct orientation for new Board and Supervisory Committee members following the first Board meeting after new Board members have been appointed.

#### **Administration and Business Practices**

• Goals: a) Ensure adoption of Commute.org's mission and assess all innovative programs and activities to maintain adherence to the mission; b) attract and retain quality employees; c) foster a culture of environmental stewardship and sustainability.

- 1) Review and update the Emergency/Disaster Planning documents to reflect changes in the agency's location, scope of work, and other factors. Commute.org's role as a provider of public transportation necessitates continual review and refinement of emergency plans.
- 2) All staff members completed the mandatory Sexual Harassment training in 2019. New hires will receive training during their first 60 days of employment. Existing employees will be required to receive additional training as required.
- 3) Staff will participate in CPR training during FY 2019-2020. Trainers from Red Cross will do onsite training and certification.
- 4) Review existing performance measurements, and then utilize a prioritization framework for formal policies and criteria to evaluate new opportunities that emerge to develop or manage programs and initiatives.
- 5) Work with Supervisory Chair and staff department managers to review/update employee wellness program, leadership development and succession plan and potential opportunities to develop grant applications that have an environmental or energy technology component.
- 6) Have all staff participate in a Network Security Training course provided by the IT services and support vendor.

 Complete the San Mateo County Green Business Certification program. Staff has been working on the certification process and expects to receive certification in FY 2019-2020.

# **Communication**

• Goals: a) heighten awareness of Commute.org and create more powerful, compelling communications; b) increase employer participation in transportation demand management programs through communication efforts directly to San Mateo County employers to reach their employees.

- 1) Publish an Annual Report that can be used to showcase the efforts of the agency and serve as a "call to action" document for municipalities and employers in San Mateo County.
- 2) Use the agency's website to provide information about transportation alternatives in San Mateo County, provide shuttle riders with schedule and route information, provide real-time tracking of shuttles, provide employers with access to the commute alternative planning tools and services provided by the agency and its partners, and provide links to the websites of our partner agencies and other Bay Area transportation providers.
- 3) Use a variety of marketing tools to promote, encourage, and sustain non-drive alone commute alternatives. Marketing includes print and direct mail pieces as well as digital marketing on streaming radio, search engines, web sites, etc. Advertising on highway digital billboards has proven to be effective and will be continued. Other advertising platforms being include movie theatres, public spaces (e.g. shopping malls), bus sides, and bus interiors. Social media continues to be an essential element of the agency's marketing efforts with campaigns on Facebook, Twitter, Instagram, YouTube, and LinkedIn.
- 4) Agency staff uses the agency's vehicle (Prius Hybrid) to travel to all events in the county. The vehicle is "wrapped" with a commuter-alternative theme and is highly visible to commuters.
- 5) Provide phone support about general information relating to transportation alternatives to driving alone, including HOV, Public Transit, Shuttles, and Park-and-Ride facility information to callers who call (650) 588-8170 or (650) 588-1600.