

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND SAN MATEO
COUNTY TRANSPORTATION AUTHORITY FOR THE SAN MATEO
COUNTY SHUTTLE PROGRAM**

This Agreement, effective **February 12, 2015**, 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 San Mateo County Transportation Authority, a sales tax authority, hereinafter called "TA."

W I T N E S S E T H

WHEREAS, The purpose of the San Mateo County Shuttle Program is to provide local transportation shuttle services in San Mateo County; and

WHEREAS, C/CAG and the TA have partnered together on the San Mateo County Shuttle Program for the Fiscal Year 2014/2015 and Fiscal Year 2015/2016 cycle; and

WHEREAS, C/CAG and the TA have approved the Bayshore Technology Park shuttle; and

WHEREAS, it is necessary for C/CAG to enter into an agreement with the TA for the purpose of cost sharing for the Bayshore Technology Park shuttle.

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

1. The TA shall contract with the Peninsula Traffic Congestion Relief Alliance to fund the Bayshore Technology Park shuttle for Fiscal Year 2014/2015 and Fiscal Year 2015/2016.
2. C/CAG shall reimburse the TA, on a cost reimbursement basis, in an amount not to exceed \$38,000 for the Bayshore Technology Park shuttle. Payments will be made for no more than quarterly invoices received that provide evidence of the shuttle service along with proof of payment demonstrating that the costs have been paid.
3. This Agreement shall be in effect as of February 12, 2015 and shall terminate on October 30, 2016; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to TA. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, TA shall be paid for all services provided to the date of termination.

4. 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 Bayshore Technology Park shuttle on the day and year as indicated below.

City/County Association of Governments (C/CAG)

By _____
Mary Ann Nihart
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____
C/CAG Legal Counsel

San Mateo County Transportation Authority

By _____

_____ Date

San Mateo County Transportation Authority Legal Counsel

By _____