

**AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
AND COMMUTE.ORG  
FOR THE COUNTYWIDE VOLUNTARY TRIP REDUCTION PROGRAM  
FOR FISCAL YEAR 2022-23**

This Agreement, effective **July 1, 2022**, 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, Scope of Work*, 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, Scope of Work*, C/CAG shall make payment to Commute.org as follows. The aggregate total amount of payment by C/CAG to Commute.org for services shall not exceed five hundred ten thousand dollars (\$510,000), as shown in *Exhibit B, Budget Breakdown*, for services provided during the Contract Term set forth below, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subconsultants' costs (including mark-up), travel, equipment, materials and supplies, expenses, and any fixed fee. Payments shall be made to Commute.org quarterly based on an invoice submitted by Commute.org that has been reviewed and approved by C/CAG. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG. 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 July 1, 2022 and shall terminate on June 30, 2023; 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 section, 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 and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Commute.org under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Commute.org or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Commute.org's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, Commute.org's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct. The duty of Commute.org to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

This indemnification provision will survive termination or expiration of this Agreement.

7. **Insurance.**
  - a. *General Requirements.* 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.
  - b. *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. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and

(b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. *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.

d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
Comprehensive General Liability	\$ 1,000,000	_____
Workers' Compensation	\$ Statutory	_____
Employer Liability	\$ 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, Scope of Work*, 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.  
  
To allow C/CAG to audit all expenditures relating to the services funded through this Agreement, for the duration of the services as described in *Exhibit A, Scope of Work*, and for five (5) years following completion of this Agreement, Commute.org shall maintain all required records.
13. **Merger Clause.** This Agreement, including *Exhibit A, Scope of Work*, 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

City/County Association of Governments  
(C/CAG)

By \_\_\_\_\_  
Cliff Lentz, Commute.org Chair

By \_\_\_\_\_  
Davina Hurt, C/CAG Chair

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Joan Cassman, Commute.org Legal  
Counsel

By \_\_\_\_\_  
Melissa Andrikopoulos, C/CAG Counsel

# **Exhibit A**

## **SCOPE OF WORK**

### **Commute.org Scope of Work FY 2022-2023**

Commute.org has developed the following Scope of Work for Fiscal Year 2022-2023. The document is comprised of two sections: Key Initiatives and Programs. The Key Initiatives section describes several projects that will receive special attention in the coming year while the Programs section describes our core programs and activities.

#### **Section 1: Key Initiatives**

In addition to core programs, the agency focuses on several “Key Initiatives” each year. Key Initiatives can be special projects, time-critical tasks, program redesigns, or projects that require special funding. In some cases, Key Initiatives can span multiple years, but they can also be projects completed in a single year. Key Initiatives for the upcoming fiscal year include:

- Equity Project
- Countywide Go Pass Distribution Program
- Workforce Housing TDM Pilot Program
- TDM Compliance and Monitoring Program
- Shuttle Program Management Transition Project

#### ***Equity Project***

Commute.org’s Strategic Plan 2025 includes an objective that calls on the agency to integrate equity principles across all program areas with the goal of ensuring that Commute.org’s programs serve people and industries representative of the county as a whole. Considerable progress was made in FY22 on this objective; however, it remains at the top of list of critical projects for FY23.

In FY22, we formed a stakeholder group (Equity Task Force) which includes a mix of board members and external stakeholders. That group is serving as an advisory body to staff as we develop the principles and metrics that will be adopted by the board in FY23. We also began the process of training staff to strengthen their understanding of equity.

Another accomplishment from FY22 that will serve as the foundation of our FY23 efforts was documenting the existing program metrics and identifying data that can be used to benchmark our performance. We also started an analysis of the county’s geographic, demographic, and

industry diversity.

Our efforts in FY23 will include developing the equity principles and priorities that will underpin the agency's long-term equity program and gaining board approval of them. We will also be conducting a programs/services analysis, establishing the baseline measurements for existing programs, and beginning the process of updating/modifying existing programs to address the adopted principles and priorities.

### ***Countywide Go Pass Distribution Program***

In FY22, Commute.org developed a pilot project that provided donated Clipper Cards loaded with a Caltrain Go Pass to residents and employees in downtown Redwood City. The Metropolitan Transportation Commission provided the donated Clipper Cards, Caltrain provided the donated Go Passes, and the City of Redwood City assisted with communications. Applicants were required to meet specific income and transportation needs that aligned with Caltrain services. The pilot project resulted in over 50 people receiving Clipper Cards with a Go Pass which allowed them to ride Caltrain at no cost through the end of 2022.

Caltrain is planning to renew the program in FY23 and Commute.org is pre-approved to receive a larger allocation of Clipper Cards with Go Passes for the new cycle. As a result, we are planning to expand the program and make it available to residents and commuters on a countywide basis. Applicants will still be required to meet income and transportation needs that align with Caltrain services; however, the program will now be available to residents and employees throughout San Mateo County.

This program allows us to engage deeper with a great diversity of people across the income spectrum by providing no-cost public transit to persons who can benefit the most. This also opens an opportunity to work with employers and commuters from different geographic and industry sectors to assist in making transit an affordable option to travel to work. This aligns well with our strategic objectives to develop additional programs that expand our reach throughout San Mateo County.

### ***Workforce Housing TDM Pilot Program***

Commute.org is applying for a grant from SMCTA's Alternative Congestion Relief and Transportation Demand Management (ACR/TDM) program to support a project known as the Jefferson Union High School District (JUHSD) Workforce Housing Transportation Demand Management (TDM) Pilot Program. While the grant has not been awarded, we have high confidence that the project will be approved early in FY23. The grant will be two years in length which means this program will remain as a Key Initiative next year as well.

Jefferson Union High School District (JUHSD), which has five high schools in Daly City and Pacifica, developed 122 units of workforce housing in Daly City. Commute.org was asked to develop strategies and programs that could assist the residents with finding alternatives to driving alone to the school sites. We see this as an opportunity to develop programs that can be tested in this pilot and then deployed in any workforce housing development in the county

where there is a density of residents commuting to common locations.

The TDM strategies that will be included in the pilot program include:

- Subsidized vanpools for residents to commute to school and district sites
- Subsidies for residents to purchase bicycles or e-bicycles for commuting
- Bicycle education, safety training, and organized rides

JUHSD and their partners at the housing development will provide the required matching funds and administration. Commute.org will manage the grant, submit project reports, and publish a summary report at the conclusion of the project. Commute.org views this project as a pilot with the potential to be replicated at other workforce housing projects in San Mateo County.

### ***Countywide TDM Monitoring Program***

The C/CAG TDM Policy update went into effect countywide on January 1, 2022. It requires new development projects that generate at least 100 Average Daily Trips (ADT) to complete a TDM Checklist committing them to reduce vehicle trips to the site by implementing TDM measures. All C/CAG member jurisdictions must comply unless expressly exempt by C/CAG due to local requirements meeting or exceeding the trip reduction targets set by the Policy.

To support the TDM Policy, C/CAG identified Commute.org as the partner agency responsible for providing guidance to local jurisdictions and project applicants. Commute.org was also asked to develop a monitoring and compliance reporting program to ensure that applicants were following through on their TDM commitments.

To ensure that there is a countywide commitment to TDM policies and a centralized database to report on compliance, the TA proposed funding that would allow Commute.org to expand the breadth of the project to include both non-exempt and exempt jurisdictions in the county. The funds for the project will be allocated from the TA's Alternative Congestion Relief and Transportation Demand Management (ACR/TDM) program and will support the licensing of the software that will be at the heart of the program as well as staff time to develop the platform and program.

The monitoring and reporting process will be collaborative and will rely on frequent data sharing and communications between local jurisdictions, C/CAG, project developers, project tenants, and Commute.org. Many smaller jurisdictions and those with limited staff may have difficulty monitoring and enforcing TDM requirements. The Countywide TDM Monitoring program will streamline the process by creating a centralized platform to document and report on compliance to free up limited staff time in local jurisdictions.

In FY23, Commute.org will develop and implement a software platform to support the program. The first step in the process will be to develop the structure in the platform to support the C/CAG ordinance and its required monitoring and compliance steps. Since the C/CAG ordinance is new, there will not be a lot of monitoring and compliance activity in FY23.

The City of Redwood City has been identified as the first exempt jurisdiction in the county that will opt out of the C/CAG ordinance. Commute.org is working with Redwood City to serve as the

pilot for other cities that may opt to go down the same path. Once the Redwood City ordinance and monitoring/compliance processes are developed and tested, we will begin the process of inviting other jurisdictions to join the program.

The software platform chosen for this project also has the capability to replace the existing employer engagement platform that has been used by Commute.org for the past 15 years. A separate, parallel project will be undertaken by staff in FY23 to migrate existing data to the new platform.

### ***Shuttle Program Management Transition Project***

In FY22, Caltrain and SamTrans sponsored a study to develop recommendations to improve shuttle operations in San Mateo County and streamline shuttle administration to address inconsistent performance across multiple operating agencies, shifting demand for public transportation, barriers to shuttle access, and organizational complexity.

The study recommendations were developed in consultation with stakeholders, including Commute.org, to address the challenges described above and include recommended changes to the roles of agencies involved in the program with a focus on assigning specific responsibilities to agencies best suited to handle them.

Since the recommendations were formally accepted by Caltrain and SamTrans, Commute.org has been working with those agencies to prepare for a transition that will begin in FY23.

The recommendations will result in the following major changes:

- SamTrans and Caltrain will no longer serve as the “sponsor” for commuter shuttles. All commuter shuttles will be sponsored by Commute.org. This includes sponsorship for non-Commute.org managed routes (e.g., Sierra Point, Bayhill).
- SamTrans will be the only party on the contract with the shuttle vendor (MV) beginning July 1, 2022. Commute.org will “purchase” service from SamTrans at the same rate that SamTrans receives from the vendor.
- All Caltrain and SamTrans sponsorship agreements will be assigned to Commute.org. Commute.org will be responsible for managing the routes and providing the required reporting to the TA.
- SamTrans will no longer apply for or administer the grant funds received from C/CAG from TFCA funding to support the routes that are eligible for such funding. Commute.org will become the applicant in future cycles.

The TA has provided one additional year of funding that will allow all existing routes to continue operating in FY23. The Call for Projects, originally scheduled for February 2022, will now be conducted in February 2023.

Commute.org’s shuttle team will take on more responsibility under the new structure. Additional resources will be required to support the new structure. Some of the added expenses will be covered by the administrative fees that are charged to the newly acquired

routes, but those fees will not cover the entire cost of the additional overhead.

FY23 will be a year of transition for the shuttle program and its many partners. Not only will we be taking on new responsibilities, but we will also be charting the path for the future of the shuttle program. At the same time, there will be significant external influences that will impact the program in FY23 and beyond. The long-term impact of COVID on public transit and the shift to hybrid work for many office-based commuters is still unknown.

## **Section 2: Core Programs**

### ***Engagement Programs***

#### **Outreach & Education**

- Objective: Increase adoption of commute alternative programs by commuters, employers and other organizations in San Mateo County by providing TDM tools, education, resources, programs, and expertise.
- FY 2022-2023 Action Items:
  - Reengage with the San Mateo County employers who have been program participants in the past. A lot has changed with employers in San Mateo County since COVID and it is critical that we work to re-establish those relationships.
  - Establish new relationships with employers in underserved or underrepresented industries and geographic sectors. The sectors are being identified as part of the agency's Equity Project. Developing strategies to create meaningful connections with these employers is the first step in the process. It will require different approaches than we have used in the past since many of the difficult to reach employers do not have extensive commute programs or staff assigned to assist employees with commute alternatives.
  - Use a combination of existing and new direct marketing and outreach approaches to identify organizations that will benefit from our TDM programs and services. Not all employers will need the full suite of programs that we offer but making sure that they know Commute.org is there for them when they do need assistance is critical.
  - Continue to adapt our employer-focused programs to address the evolving needs of hybrid workforces. Capitalize on the success of our efforts to provide employers with guidance on best practices for remote work by providing similar support to them as they navigate the hybrid work environment.
  - Support employers and their workforce as they return to worksites. The Bay Area has had a slower return to office rate than other metro areas in the US. This may mean that there will be an uptick in returns to the worksites in the coming year – or – that the reduced onsite model will be a lasting result of the pandemic. Either way,

we need to have the appropriate tools and programs to encourage those who do work onsite to use commute alternatives whenever possible.

- Participate in employer-sponsored onsite events. As employers have brought staff back to worksites, the demand for our participation in onsite events has returned. Large employers or property managers typically host these events. Our engagement teams are available to provide information on the commuter programs and incentives, but also to further the relationship with the host of the events.
- Develop marketing campaigns that will be launched in the fall and spring. The campaigns will be designed to raise awareness of specific programs and/or connections to Commute.org via the website. The agency has effectively used and will continue to use digital billboards, online radio, online news sites, social media sites, bus-sides, bus shelters, and specialty video locations to promote the full suite of programs. We also will prepare direct mail pieces to target residents or hard-to-reach employers.
- Use the website to provide useful information about transportation alternatives in San Mateo County to the broad range of stakeholders. The site is designed to serve multiple purposes: real-time shuttle information, resources for employers, program information, and agency governance. That mixture of purposes means that the content must be reviewed and updated frequently.
- Produce a digital newsletter for employers to share TDM best practices, compliance, and other general topics with our vast array of subscribers. Over 3,700 employer and partner contacts receive the newsletter which is published bi-monthly and when special situations warrant.
- Produce and distribute a monthly electronic newsletter for commuters called the Commuter Club. The e-newsletter has proven to be a valuable tool for the Commuter Programs team and is currently sent to over 17,000 subscribers. The team studies “open rates” and other metrics to make sure the content is valuable and timely.

### **TDM Programming and Support**

- Objective: Provide TDM programming and support services to employers and organizations throughout San Mateo County. Most employers in San Mateo County do not have dedicated resources or expertise in TDM programming; therefore, Commute.org serves as a valuable, no-cost resource to those employers. For employers who have their own programs and dedicated staff, Commute.org can supplement their programs to make them even more effective.
- FY 2022-2023 Action Items:
  - Implement a new database for managing employer and partner information. The new platform, which will also be used for the Countywide TDM Monitoring project, is designed specifically for TDM agencies like Commute.org; therefore, we will have a new set of tools to track, engage, and monitor activity with the employers and

partners. The project will involve the cleanup and conversion of existing data into the new database. That process will start in the summer with the goal of having the new database “live” by Q3.

- Promote the use of the STAR platform by employers and organizations. The STAR platform allows individual employers, cities, and organizations to have their own unique “networks” under the Commute.org license. Each network is a subset of the overall system, so network participants have access to their network-specific programs as well as the host of programs available to everyone.
- Provide ongoing support services to San Mateo County employers who are required to comply with the Bay Area Commuter Benefits Program (Regulation 14, Rule 1). With the addition of a new compliance option (remote work) many employers will now have an easier way to be compliant; however, they still must register and complete an annual update. Due to COVID, many of the employers in the Bay Area have failed to register or submit their annual updates. We want San Mateo County to have the highest compliance rate of any county in the Bay Area.
- Develop TDM tools including infographics, guides, tip sheets, social media campaigns, webinars, videos, and white papers that are used to introduce employers without a formal TDM program or coordinator to commute alternatives as well as providing useful information to employers who do have formal transportation coordinators.
- Coordinate bicycle safety and training workshops with employers and JPA members either 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.
- Provide managerial support to the San Mateo Rail Corridor TMA. Commute.org has served as the administrator of the TMA since 2011. Not only has this provided a source of funds for the agency, but it has also allowed the agency to develop relationships with the TMA members and city staff. The experience we have gained continues to assist us as we work with other cities and business districts on TMA program development.

### **Partnership Development**

- Objective: Develop partnerships with public and private sector entities that facilitates the growth and adoption of TDM measures throughout San Mateo County. Commute.org has become the recognized leader for TDM programming and support services in San Mateo County; however, it requires consistent and ongoing efforts to maintain that status.
- FY 2022-2023 Action Items:
  - Expand our roster of active partners in the public, private, and non-profit sectors.
  - Leverage the partner relationships to assist in achieving our mission of significantly reducing vehicle miles travelled by commuters in San Mateo County. Our partners

are known and trusted by their constituents, which allows our programs to reach a much larger segment of the population than if we do it alone.

- Design and implement new methods for connecting with organizations that have not been reached by our prior methods. The Equity Project (see Key Initiatives) will identify a new set of organizations that we will need to engage with to expand the reach of our programs.
- Represent San Mateo County on regional boards, committees, and task forces.
- Strengthen relationships with TDM agencies around the Bay Area, which is increasingly important as we collaborate on regional initiatives. The STAR/MTC Merge project where an integrated platform for commuters was launched in 2021 shows the significance of those relationships. We expect to build on that initial project to further expand the platform.
- Assist recipients of the TA's ACR/TDM Program funding with their TDM studies and projects. All recipients will be JPA members therefore we have an established relationship and can add value to their projects.
- Expand financial participation by employers, property owners, and residential communities on consortium-funded shuttle routes. Additional participation lowers the cost for all participants and helps to ensure the sustainability of the shuttle program.
- Work with partners who are collaborating on measures to expand TDM practices throughout San Mateo County.

## ***Commuter Programs and Incentives***

### **STAR Platform**

- Objective: Provide commuters with the tools, programs, and incentives that not only encourage their shift to non-drive alone modes, but also provide ongoing support and incentives for them to continue using preferred commute mode(s).
- FY 2022-2023 Action Items:
  - Promote the STAR platform as the primary online tool for commuters to track their commute trips and earn incentives. The tool, provided by software vendor RideAmigos, was branded as the STAR platform when it was first deployed in 2016. The tool continues to evolve and improve.
  - Use the STAR platform's integrated GHG calculator to measure the impacts of commuters who track trips using the tool. Sharing these impacts with commuters, employers, partners, and funders helps to reinforce the positive behavior that we are seeking from commuters. Data is tracked at the individual level but is presented as anonymized and aggregated data.
  - Conduct an annual Commuter Challenge in 2023. Due to COVID, we have not sponsored the annual Commuter Challenge since 2019. The challenge is an opportunity for us to connect with employers, partners, and commuters with a

highly focused campaign around the benefits of commute alternatives. We will use the STAR platform to promote the annual challenge and hope to bring many new users to the platform as a result.

- Continue offering quarterly Commuter Promotions. Each quarter a different mode or collection of modes is selected to be the focus of the promotion. Using the STAR platform for promotions and challenges have resulted in more meaningful engagement with the participants than in prior years when commuters participated passively in “pledge” programs.

### **Guaranteed Ride Home (GRH) Program**

- Objective: Provide commuters and college students in San Mateo County with a form of “commute insurance” that supports sustainable commuting by providing a ride home or to a local transit station in the mode of their choice when a qualifying event occurs (e.g., sickness, family emergency, unplanned overtime, bicycle breakdown).
- FY 2022-2023 Action Items:
  - Use the STAR platform to provide the Guaranteed Ride Home (GRH) incentive to qualified participants. The program requires participants to create accounts on the STAR platform and log their non-drive alone trips to claim reimbursement for qualified GRH rides.
  - Conduct a marketing campaign to promote GRH to commuters. The FY23 campaign will build on the one from FY22 that promoted the program on bus shelters throughout the county in both English and Spanish.
  - Conduct a marketing and education campaign to promote GRH to employers. GRH is also one of the most important programs for employers to promote to their workforce. It is a no-cost benefit that employers can offer their workforce.
  - Promote GRH at the community colleges in San Mateo County: Skyline, College of San Mateo (CSM), and Cañada. While the program has always been available to college students who use commute alternatives, we have not successfully engaged with campus administration to ensure that information about the program is made available to students and faculty.

### **Carpool and Vanpool Incentive Programs**

- Objective: Provide commuters with direct incentives to encourage them to adopt carpooling or vanpooling as a primary commute option.
- FY 2022-2023 Action Items:
  - Promote the C/CAG-sponsored Carpool Incentive program (originally called Carpool 2.0 and subsequently Carpool 202x) to commuters. The incentives themselves are paid for by a TFCA grant; however, the program management and administration are covered under the agency’s normal funding.

- Use the STAR platform to manage and reward carpool program participants. The Carpool Incentive program allows carpoolers that log trips on Scoop or Waze Carpool to earn rewards for every 10 days of carpooling (maximum reward is reached after 40 days of carpooling). The verified carpool data is sent to STAR directly from a program participant's Scoop or Waze Carpool account.
- Relaunch the Vanpool Incentive program. To encourage more people to establish or join vanpools, we developed a new Vanpool Incentive program that was modeled after the Carpool Incentive program. The new incentive was originally launched in FY21; however, due to the pandemic, there has been little participation in vanpooling.
- Collaborate with MTC, Enterprise Rideshare, and private employers to fill vacant seats in existing vanpools by using the STAR platform's vanpool module to inform commuters of available vanpools.
- Conduct post-incentive surveys of the STAR platform incentive participants to determine if they are continuing to utilize commute alternatives and measure success of the programs. The surveys now include demographic data questions to better understand who is participating in our incentive programs.

### **Bicycle Incentive Program**

- Objective: Encourage San Mateo County commuters to use bicycling as an alternative to driving alone for both first/last mile commutes as well as full-length commutes by providing them with incentives and education.
- FY 2022-2023 Action Items:
  - Promote the Bicycle Incentive program to commuters. The incentive uses the STAR platform to track and reward program participants. Commuters need to use a "connected app" (Strava) to log verified bicycle commutes. Similar to the Carpool and Vanpool Incentive programs, participants can earn \$25 for every 10 days of bicycle commuting (up to \$100 after 40 days of biking).
  - Conduct post-incentive surveys of the STAR platform incentive participants to determine if they are continuing to utilize the commute alternatives and measure success of the programs. The surveys now include demographic data questions so that we can better understand who is participating in our incentive programs.
  - Sponsor bicycle education courses in FY23. The pandemic resulted in an increase in bike ownership. Providing bicycle education is a proven way to get people comfortable using a bike for all or a portion of their commute. Commute.org provides certified bicycle trainers for events where commuters can get in-person training to augment the available online training.

## **Try Transit Incentive Program**

- Objective: Increase commuting to or from San Mateo County on public transit – Caltrain, SamTrans, BART, and SF Bay Ferry.
- FY 2022-2023 Action Items:
  - Collaborate with transit partners to provide free tickets to commuters who are interested in trying public transit as a commute alternative. Applicants are required to have a commute that is supported by the transit provider they select. This program depends on ongoing participation by the transit agencies. BART is not currently participating; however, we continue to have discussions with them about rejoining the ticket donation program.
  - Promote the Try Transit program to potential riders who currently drive alone. Provide program information to employer transportation coordinators (ETCs) and directly to commuters at employer fairs, and via the Commute.org web site.
  - Cross-promote the countywide Go Pass donation program (see Key Initiatives) and the Try Transit program, since the two are complementary. Conduct surveys of incentive participants to determine if they are continuing to take transit on a regular basis after receiving the tickets. Collect demographic information on the surveys so that we can better understand who is participating in the program.
  - Produce annual reports for the transit agencies that provide the tickets and secure new tickets to continue program with partnering agencies.

## ***Shuttle Program***

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

- Objectives: Provide safe and reliable first/last mile shuttle services between employment and residential sites in San Mateo County and Caltrain, Bay Area Rapid Transit (BART), and San Francisco Bay Ferry stations/terminals so that people can utilize public transit as a primary means of commuting to or from the county.
- Work with consortiums of employers, property managers, and municipalities to provide matching funds to operate the service and to attract and retain ridership.
- Provide shuttle services that are equitable, accessible, financially sustainable, and successful as measured by the funders' targets and benchmarks.
- FY 2022-2023 Action Items:
  - Prepare for the Call for Projects for Shuttles which is scheduled for January 2023. The TA extended funding for one year (FY23) and postponed the Call for Projects by a year. This will allow us to analyze ridership and routes with more data to support our applications for the next funding cycle. Due to the number of new routes that will be under our management, the Call for Projects will be a major undertaking.

- Monitor ridership trends on the public transit systems that we serve (BART, Caltrain, Ferry) since our ridership mirrors those systems. While BART and the Ferry system report strong ridership, compared to ridership during the height of the pandemic, Caltrain is significantly below their pre-COVID levels, and they are not seeing the growth that the other systems are experiencing. It does not seem that it is a “safety” issue for passengers, but the hybrid work model is drawing people away from using transit on a regular basis.
- Plan for the consolidation or elimination of underperforming routes. There are several routes that are not likely to receive funding in the next Call for Projects. Staff will develop plans for those routes to be cancelled or consolidated prior to the application period.
- Implement a new complaint/compliment logging system to provide formal tracking of issues. Customer service has become increasingly important as new and returning passengers come back to the service. We use text messaging, website alerts, social media, and newsletters to communicate with passengers.
- Continue to push our GTFS data (route scheduling) to third-party providers of trip planning and public transit systems. SamTrans and Caltrain recently picked up our GTFS data for inclusion on their new websites. Having our route information available on as many systems as possible helps provide “seamless” trip planning for passengers. While we would like to provide GTFS-Realtime data to those systems, that feature is not possible due to hardware and software constraints with the current shuttle vendor.
- Conduct shuttle monitoring checks to ensure vendor compliance with agency policies and procedures. Each route is reviewed and monitored at least quarterly. This target may grow as additional routes are added to Commute.org shuttle management program. Much of the route monitoring can be done remotely with the tracking tools; however, in-person checks are still important to conduct.

## ***Agency Development***

### **Strategic Plan 2025 Performance Monitoring**

- Objective: Ensure that the agency sets priorities, focuses resources, strengthens operations, and ensures that staff and other stakeholders are working toward the goals and objectives set out in Strategic Plan 2025 (adopted in April 2021).
- **FY 2022-2023 Action Items:**
  - Use the OnStrategy software platform to manage the agency’s progress on meeting the goals and objectives set forth in the plan. The software is used to assign and track progress on individual and team level initiatives. It is also used to provide internal, stakeholder, and board-level performance reporting.
  - Manage strategic initiatives using key performance indicators (KPIs) and metrics. Since each initiative includes a target completion date, the tool assists the

management team in understanding where the agency is in relation to the overall timeline for the plan.

- Develop reporting that includes not only performance on strategic plan initiatives but also those programs and services that are not tracked in the OnStrategy platform.

### **Finance and Budget**

- Objective: Ensure the integrity of the financial reporting and budgeting process and increase operational efficiencies.
- FY 2022-2023 Action Items:
  - Continue working with the City of San Carlos, which serves as the agency's fiscal agent, on improvements to the financial and accounting practices of the agency.
  - Review all activities and programs to determine those that are most effective and those that are underperforming based on performance measurements adopted.
  - Develop and seek approval for a reserve policy. Establishing a policy and working to achieve compliance is called out in Strategic Plan 2025.
  - Determine next steps in office location and lease terms. The current office lease expires in August 2023. It is currently uncertain whether an extension is possible or desirable.

### **Governance**

- Objective: Ensure that the agency is governed in accordance with all laws and that all stakeholders are provided with the tools and training they need to perform their roles effectively.
- FY 2022-2023 Action Items:
  - Conduct an annual review of bylaws, policies, and reporting requirements to ensure that the agency is compliant with state, federal, and regional requirements.
  - Conduct orientation sessions for all new board and committee members including their requirements for Form 700 reporting.
  - Ensure that all staff are current on their required training and certifications including ethics, conflict of interest, sexual harassment, and procurement policies.
  - Complete participation in the JPA. The City of Menlo Park and Town of Portola Valley joined the JPA this past year. That leaves the Town of Woodside as the only jurisdiction in the county not to be a member. Efforts will continue to encourage Woodside's participation; however, their non-participation does not impact the rest of the JPA.

## **Administration and Business Practices**

- Objective: a) Ensure adoption of Commute.org's newly defined 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.
- FY 2022-2023 Action Items:
  - Review and update the Emergency/Disaster Planning documents to reflect changes in the agency's location, scope of work, and other factors. Use the experience gained from the COVID-19 crisis to adjust the plan. Commute.org's role as a provider of public transportation necessitates continual review and refinement of emergency plans.
  - Ensure Sexual Harassment Training is up to date for all staff. All staff members completed the mandatory Sexual Harassment training in 2019. New hires will receive training within six months of their hire date. Existing employees will be required to receive additional training as required.
  - Ensure CPR Training is up to date for all staff. All staff are currently CPR certified. New hires will be encouraged to take the CPR training offered by the Red Cross. Additional training on emergency preparedness and first aid will be provided as part of our ongoing staff training program.
  - 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.
  - Work with the agency's board and committees as well as program 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.
  - Ensure that all staff participate in an annual Security Training course provided by the IT services and support vendor.

