

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO
COUNTY
AND COMMUTE.ORG
FOR THE COUNTYWIDE VOLUNTARY TRIP REDUCTION PROGRAM
FOR FISCAL YEAR 2023-24**

This Agreement, effective **July 1, 2023**, 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, 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, 2023 and shall terminate on June 30, 2024; 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 of 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 2023-2024

Commute.org has developed the following Scope of Work for Fiscal Year 2023-2024. 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
- Strategic Marketing Plan
- TDM Compliance and Monitoring Program
- Workforce Housing TDM Pilot Program

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 our programs serve people and industries representative of the county. Considerable progress was made in FY23 on this objective; however, it remains at the top of list of critical projects for FY24.

In FY22, we formed a stakeholder group (Equity Task Force) which included a mix of board members and external stakeholders. That group served as an advisory body to staff as we developed the principle and actions to be adopted by the board. They met every other month for one year.

In FY23, we finalized the Equity Principle and Strategies, with Board approval, and created a draft Equity Action Plan. The strategies are:

1. Develop programs and initiatives that increase equitable transportation access and diverse engagement.
2. Foster partnerships with community organizations that connect Commute.org with historically underserved communities in the county.
3. Increase equitable distribution of commuter benefits and provision of services to serve

low income and underserved communities.

4. Measure progress based on qualitative and quantitative data on race/ethnicity, location, gender identity, disability, age, income, occupation, and industry type.
5. Build organizational capacity to operationalize diversity, equity, inclusion, and belonging into Commute.org's management, service delivery, and culture.
6. Work with external agency partners to improve local and regional transportation access and options.

We also hired a consultant, Winter Consulting, to help us with a needs analysis, conducting outreach through community-based organizations and small employers to target demographic groups, geographies, and industries. The resulting report of that effort will help to inform the Equity Action Plan and determine our implementation priorities in FY24.

In FY24 we will begin implementing the Equity Action Plan. Actions will be structured under the six strategies above with measurable goals. Some actions we are anticipating include translated materials, broader access to our websites and programs, more training for staff and Board, incorporating equity into agency policies and procedures, piloting programs, and more.

Strategic Marketing Plan

Commute.org will develop and implement a 3-year Strategic Marketing Plan during FY24. Historically, agency staff have managed the marketing and communications program using one-year plans that were developed in collaboration with the agency's media buyer. The creative process has been a collaborative effort with an external marketing and graphic design agency.

Staff completed a procurement in May 2023 for a consultant to assist with the development of the plan. The consultancy, Convey, Inc, is a Bay Area based company with many years of experience working with TDM and transportation agencies developing and implementing marketing and communications strategies. The initial phase of the project is starting in June and will be complete at the end of the summer.

The Strategic Marketing Plan will develop communication strategies that promote strong messages of connection, inclusion, mode shift, and improved access to Commute.org's programs and services. Research and recommendations from the Equity Needs Analysis will also be included in the plan.

Convey will develop a long-range marketing and communications plan that will help us achieve the important goals of reduced vehicle miles traveled, reduced greenhouse gas emissions, and a better traveling experience for San Mateo County residents and commuters.

Countywide TDM Monitoring Program

The C/CAG TDM Policy update went into effect countywide on January 1, 2022. To support the TDM Policy, C/CAG identified Commute.org as the partner agency responsible for providing guidance to local jurisdictions and project applicants. We were also asked to develop a monitoring and compliance reporting program to ensure that applicants were following

through on their TDM commitments.

In FY23, Commute.org received funding from the San Mateo County Transportation Authority (TA) to administer the Countywide TDM Monitoring Program and expand the breadth of the project to include both non-exempt and exempt jurisdictions in the county. The funds for the program are allocated from the TA's Alternative Congestion Relief and Transportation Demand Management (ACR/TDM) program and 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.

In FY23, Commute.org entered into a software licensing agreement with OneCommute, a software developer located in Atlanta, Georgia. OneCommute is a Salesforce-based platform that has been designed to serve the needs of TDM agencies. A new ordinance tracking module was included in the licensing agreement and Commute.org staff has been working with the OneCommute team to incorporate the C/CAG and jurisdiction-specific ordinances in the module.

In addition, Commute.org launched the new Certified Development Program in FY23 to assist developers in San Mateo County with meeting their TDM requirements. The program was developed to support C/CAG TDM policy compliance and provides development projects with a formal certification of their active participation in Commute.org programs and services.

From March to May 2023, we conducted outreach sessions with almost all jurisdictions in San Mateo County to increase awareness about the C/CAG TDM Policy and the Certified Development Program. We also scheduled individual sessions with planning consultants and developers.

In FY24, Commute.org will finish customizing and testing the TDM monitoring platform. We will develop training materials and launch the TDM monitoring platform for external use by jurisdiction staff. We will also incorporate TDM policies from exempt jurisdictions into the platform – South San Francisco, Belmont, and Redwood City have already expressed interest. This will result in increased monitoring and compliance activity.

Once the platform is fully built out, the Countywide TDM Monitoring Program will move from the Key Initiative category to the Core Programs category. Staff will provide policy guidance to developers, distribute, and analyze monitoring reports with jurisdiction staff, and report on policy compliance countywide.

Workforce Housing TDM Pilot Program

Commute.org received 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. The grant period is two years; therefore, the grant and project will end June 30, 2024.

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 are 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 provided the required matching funds and administration. Commute.org manages the grant, submits project reports, and publishes 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.

In FY23, Commute.org publicized both programs through emails, flyers, and in-person events. We held an e-bike demonstration in October 2022 at which a bike shop provided multiple bikes for residents to test ride. We also planned a bike ride to one of the high schools in June 2023.

In FY24, we plan to hold additional outreach events to promote the bike/e-bike rebate to residents. This may include another bike ride, a bike repair workshop, a bike rodeo, or other activities based on interest from the residents.

Section 2: Core Programs

Commute.org's core programs target San Mateo County residents who commute to work or college as well as commuters coming from outside the county to worksites and colleges in San Mateo County. While we do promote our programs and services directly to commuters, we also work to develop relationships with employers, non-profit organizations, school districts, industry groups, community-based organizations (CBO's), and government agencies. We leverage those relationships to reach a larger portion of the commuter population.

The agency's core programs fall into three categories:

- Engagement Programs
- Commuter Programs
- Shuttle Program

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 2023-2024 Action Items:**
 - Continue the reengagement efforts that began in the prior fiscal year. Employers and partners were moved to a new database (OneCommute) in FY23. As part of the process, all addresses and contact information were cross-verified and updated, as necessary.
 - Establish new relationships with employers in underserved or underrepresented

industries and geographic sectors, which have been 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. We have found that it requires 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.

- An example of the new engagement efforts that we will look to replicate is the success we had in FY23 working with JobTrain. Their mission is to help the Valley's most in need reclaim their lives from poverty and unemployment by preparing them for successful, sustainable careers in high-demand and emerging fields. By engaging with JobTrain, we were able to extend our reach to hundreds of individuals as they are getting ready to start new careers. JobTrain promotes our programs to their clients to add value to their relationships with their constituents.
- 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. Many employers are open to new programs and services to offer their employees and Commute.org can provide them with a suite of tools that brings their employees value for very little effort.
- 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 using the newly developed Strategic Marketing plan. 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 social media, digital billboards, digital ads (e.g., Google search), bus side graphics, and bus shelter posters, to promote the full suite of programs. We will also use 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 2,500 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 20,000 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 2023-2024 Action Items:
 - Manage employer and partner information using the OneCommute platform, which is also used for the Countywide TDM Monitoring Program. Regularly track and monitor activity with employers and partners by developing engagement level tiers that can be documented and reported on using the platform.
 - 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, JPA members, and non-profits 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. Providing bicycle education is a proven way to get people comfortable using a bike for all or a portion of their commute.
 - Provide managerial support to the San Mateo Rail Corridor TMA. Commute.org has served as the administrator of the TMA since 2011. This service has also allowed the agency to develop relationships with the TMA members and city staff. The

experience we 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 facilitate 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 2023-2024 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 traveled 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) has identified a new set of targets and organizations that we will need to engage with to expand the reach of our programs. Outreach successes in FY23 included reaching out directly to community-based organizations like JobTrain, Samaritan House, Daly City Partnerships, and more, to inform them about the Caltrain Go Pass and other assistance-type programs and to get input from their constituents for the Equity Action Plan. We will build upon these relationships and methods in FY24.
 - 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.
 - 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.

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 2023-2024 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.
 - Redesign STAR home page to provide a refresh of the site and highlight more of the features that users can expect to see if they proceed.
 - The agency brought back the annual Commuter Challenge in 2023. Over 1,000 commuters participated in the challenge by logging their non-drive alone commutes. Weekly and grand prizes were awarded throughout the challenge. While we were excited to bring back this program, we were disappointed in the number of active participants. We will dive into the program results and look for ways to improve participation in FY24.
 - One lesson that will be applied to the 2024 Commuter Challenge will be to reduce the barriers to participation by giving commuters an uncomplicated way to get started in the challenge and then encourage them to increase their level of participation to qualify for the higher-value prizes.
 - 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 has 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 2023-2024 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.
 - The marketing collateral used to promote GRH to commuters will continue to be

produced in English and Spanish.

- Continue with the marketing and education campaign to promote GRH to employers. GRH was the subject of a countywide direct mail piece sent to San Mateo County employers with 20 or more employees during FY23. The message is that GRH is a no-cost benefit that employers can offer their workforce.
- Promote GRH at the community colleges in San Mateo County: Skyline College, College of San Mateo (CSM), and Cañada College. 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 2023-2024 Action Items:
 - Promote the Carpool Incentive program to commuters. For several years, the incentives were funded by a stand-alone TFCA grant; however, beginning in January 2023, the incentives come from the TFCA integrated rideshare program grant. No other changes to the program are anticipated; however, the agency does expect carpooling to become a more important alternative if transit services are reduced.
 - Use the STAR platform to manage and reward carpool program participants.
 - Continue to promote the Vanpool Incentive that was redesigned in FY21. Vanpooling has not been popular with commuters since the pandemic, perhaps due to the reduction of people's requirement to be in-person.
 - 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 2023-2024 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. Like 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.

Countywide Go Pass Distribution Program

- Objective: Provide income qualified San Mateo County commuters with free Caltrain Go Passes. Use the program to build and/or strengthen relationships with community-based organizations that can help identify prospective applicants. 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.
- FY 2023-2024 Action Items:
 - 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. 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 renewed the program in FY23 and Commute.org received an allocation of 300 Clipper Cards with Go Passes for the new cycle. As a result, we expanded the program and made it available to residents and commuters on a countywide basis. To date, we have distributed almost all of the passes with most of the recipients making less than \$25,000 per year. Once applicants receive their passes, our team provides ongoing support.
 - We will continue with the pass distribution if supplies last and will apply to participate in the distribution program again in 2024 if Caltrain chooses to continue the program.

Try Transit Incentive Program

- Objective: Increase commuting to or from San Mateo County on public transit – Caltrain, SamTrans, BART, and SF Bay Ferry.
- FY 2023-2024 Action Items:
 - Promote the existing 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 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.
 - Try Transit Program Refresh:
 - a. Historically, the Commute.org Try Transit program has been a collaborative effort with regional public transit agencies. The agencies provide tickets for their transit service and Commute.org operates a program where commuters apply for free transit tickets. Caltrain, SamTrans, and SF Bay Ferry still participate in the “ticket-based” program; however, BART opted out of the program several years ago.
 - b. Given the challenges that public transit agencies are facing in the post-pandemic environment, Commute.org is looking to expand the Try Transit program as a way of attracting more applicants and supporting all the transit agencies that operate in San Mateo County. We are currently looking at successful programs from TDM agencies in other parts of the United States to provide a blueprint for our new program.
 - c. One program that we have identified is being used in Contra Costa County. Eligible applicants receive a \$25 Clipper Card which can be used on any of the Bay Area transit agencies. The program does have some drawbacks but may serve as a model.
 - d. We will continue to accept applications for transit tickets until such time as the new program is fully developed and approved. Staff estimates that we will have enough paper tickets to last through the end of 2023; therefore, the goal is to have the new program operational by January 2024.

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 2023-2024 Action Items:
 - The FY24/25 Call for Projects for Shuttles was conducted in early 2023. Commute.org applied for and was awarded funding for 19 different shuttle routes. In FY23, the agency was also responsible for four employer-operated routes. Details of the routes are shown below:
 - 15 existing routes with minimal modification
 - Three new routes created from 6 existing routes (consolidation)
 - One employer route that will become a Commute.org route (Seton)
 - Four employer routes were not renewed into the program
 - Staff identified six routes that were either not meeting the TA's performance targets or were semi-duplicative in their stop locations. Those six routes were the ones that were consolidated into three routes – one each in San Mateo, Foster City, and Burlingame. By combining two lower performing routes into a single route, the hope is that the cost-effectiveness of the routes will improve.
 - The three new routes plus the route that serves Seton Medical Center will go into service in July. Other changes that were included in the CFP applications will be phased in over the summer. Those changes include new stops, route modifications, and schedule updates.
 - Continue using the 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. Provide the GTFS management for other SamTrans' sponsored routes (e.g., Menlo Park and Daly City Bayshore). 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 2023-2024 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.
 - Reassess strategic initiatives and team member goals for FY24 and recalibrate as needed to ensure that the goals and objectives are still being met.
 - Report annually to the Board of Directors on progress towards achieving the goals and objectives.

Finance and Budget

- Objective: Ensure the integrity of the financial reporting and budgeting process and increase operational efficiencies.
- FY 2023-2024 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.
 - The City of San Carlos will conclude its role as the fiscal agent for the agency at the end of FY24. Staff will conduct a search among JPA members to determine if there are other jurisdictions that would be willing and able to take on the fiscal agent role beginning in FY25. If none of the members can fill the role, then staff will either (1) conduct an RFP for an outside accounting firm to fulfill the role or (2) add an in-house accounting professional to the staff to take on the role of the fiscal agent. In either situation, it would require an update of the bylaws.

- Review all activities and programs to determine those that are most effective and those that are underperforming based on performance measurements adopted.
- Determine next steps in office location and lease terms. The current office lease expires in August 2023.
- Explore potential updates to agency bylaws to enhance effective governance and align with evolving needs and objectives.

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 2023-2024 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 Town of Woodside is the only jurisdiction in the county that is not 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 2023-2024 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.
 - Conduct another CPR training course to ensure everyone is trained and their certifications are current. 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.
- Ensure that salary and benefits are competitive with peer agencies by conducting a peer review.
- Complete the transition to 100% cloud-based systems for core agency functions.

Exhibit B

Budget Breakdown

| Budget FY 2023-2024 | | | | | | |
|--------------------------------------|---|------------------------------------|-----------------------------|---|------------------------------|---------------|
| | | | | | | |
| | | | | Project Title: C/CAG Congestion Relief Plan | | |
| | | | | | | |
| | | | | | | |
| Funding Source | T0170000 Administration & Finance | T0171000 Engagement Programs | T0172000 Shuttle Program | T0173000 TDM Monitoring Program | T0174000 Commuter Program | Total |
| | 4% | 34% | 18% | 10% | 34% | |
| FY23.24 C/CAG Congestion Relief Plan | \$ 20,000.00 | \$ 175,000.00 | \$ 90,000.00 | \$ 50,000.00 | \$ 175,000.00 | \$ 510,000.00 |
| Funding Subtotal | \$ 20,000.00 | \$ 175,000.00 | \$ 90,000.00 | \$ 50,000.00 | \$ 175,000.00 | \$ 510,000.00 |
| Reimbursements Received YTD | | | | | | |
| Funding Balance YTD | \$ 20,000.00 | \$ 175,000.00 | \$ 90,000.00 | \$ 50,000.00 | \$ 175,000.00 | \$ 510,000.00 |
| Reimbursable Expenses This Period | | | | | | |
| New Funding Balance | \$ 20,000.00 | \$ 175,000.00 | \$ 90,000.00 | \$ 50,000.00 | \$ 175,000.00 | \$ 510,000.00 |
| TOTAL YTD REIMBURSEMENTS FY 22.23 | | | | | | |
| | | | | | | |
| DETAIL 1 (Expense by type) | T0170000 Administration & Finance | T0171000 Engagement Programs | T0172000 Shuttle Program | T0173000 TDM Monitoring Program | T0174000 Commuter Program | Total |
| Labor Costs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Materials or Contracts Costs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |