

Agreement No. 26-30

**AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY AND COMMUTE.ORG
FOR THE COUNTYWIDE VOLUNTARY TRIP REDUCTION PROGRAM
FOR FISCAL YEAR 2026-27**

This Agreement is entered into by and between the City/County Association of Governments of San Mateo County, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County (“C/CAG”) and Peninsula Traffic Congestion Relief Alliance, a joint powers authority (“Commute.org”) (together the “Parties”) on July 1, 2026.

RECITALS

C/CAG is the Congestion Management Agency for San Mateo County; and

C/CAG approved funds for the Countywide Transportation Demand Management (TDM) program under the Congestion Relief Plan (July 1, 2023 to June 30, 2027); and

Commute.org sponsors the Countywide Voluntary Trip Reduction Program; and

C/CAG desires to enter into a funding agreement with Commute.org to implement Countywide TDM programs using Congestion Relief Plan (CRP) funding; and

The total amount available to Commute.org under this Agreement is not to exceed \$562,605; and

By adoption of RESOLUTION 26-30, the C/CAG Board of Directors authorized the C/CAG Executive Director to execute an agreement with Commute.org to provide the services described in Exhibit A, Scope of Work.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Services to be provided by Commute.org.** In consideration of the payments set forth in this Agreement and in Exhibit B, Commute.org shall provide services for C/CAG in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Scope of Work, attached hereto (the “Services”).

In the performance of its services, Commute.org represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of a consultant with special expertise in providing such services, and Commute.org represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, C/CAG shall make payment to Commute.org based on the rates and in the manner specified in Exhibit B, Budget. C/CAG reserves the right to withhold payment if C/CAG determines that the quantity or quality of the work performed is unacceptable. In no event shall C/CAG’s total fiscal obligation under this agreement exceed five hundred sixty two thousand six hundred and five dollars (\$562,605). Payments shall be made to Commute.org quarterly, upon submission of an invoice by Commute.org that has been reviewed and approved by C/CAG; the invoice shall identify expenditures and describe services performed and percentage of deliverables completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

3. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2026 to June 30, 2027.
4. **Termination.** This Agreement may be terminated by the C/CAG Executive Director at any time for any reason by providing 30 days' notice to Commute.org. Subject to availability of funding, Commute.org shall be paid for all services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work actually completed to the work required by the Agreement.

C/CAG may terminate this Agreement or a portion of the services referenced in the Exhibits based on the unavailability of federal, State, or other outside funds by providing written notice to Commute.org as soon as is reasonably possible after C/CAG learns of said unavailability of outside funding.

C/CAG may also terminate this Agreement for cause. In order to terminate for cause, C/CAG must first give Commute.org notice of the alleged breach. Commute.org shall then have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Commute.org fails to cure the breach within this period, C/CAG may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that C/CAG provides notice of an alleged breach pursuant to this section, C/CAG may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. C/CAG has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and C/CAG shall use reasonable judgment in making that determination.

5. **Progress Reports.** Commute.org shall provide C/CAG with progress reports according to the schedule and form approved by the C/CAG Project Manager.
6. **Contract Materials.** Upon expiration or termination of this Agreement, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Commute.org under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Commute.org may make and retain a copy of such contract materials if permitted by law. Commute.org shall not be liable for C/CAG's use, modification or re-use of products without Commute.org's participation or for purposes other than those specifically intended pursuant to this Agreement.
7. **Relationship of the Parties.** Commute.org agrees and understands that the work and/or services performed under this Agreement are performed as an independent contractor and not as an employee of C/CAG and that neither Commute.org nor its employees acquire any of the rights, privileges, powers, or advantages of C/CAG employees.
8. **Assignability and Subcontracting.** Commute.org shall not assign this Agreement or any portion of it to a third party, or subcontract with a third party, to provide services required by Commute.org without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director's prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
9. **Hold Harmless/Indemnity.**
 - a. *General.* Commute.org shall indemnify and hold harmless C/CAG and its officers, agents, employees, and servants from and against any and 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 hold 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 solely 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.

- b. *Intellectual Property.* Commute.org hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Commute.org warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Commute.org shall defend, indemnify, and hold harmless C/CAG from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Commute.org's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) C/CAG notifies Commute.org promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Commute.org, at Commute.org's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Commute.org retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Commute.org shall not have the right to settle any criminal action, suit, or proceeding without C/CAG's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Commute.org's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes C/CAG's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Commute.org shall, at Commute.org's option and expense, either: (i) procure for C/CAG the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Commute.org will have no obligation or liability to C/CAG under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for C/CAG (other than modification performed by, or at the direction of, Commute.org) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by C/CAG in a manner prohibited by this Agreement.

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.

10. **Insurance.**

- a. *General Requirements.* Commute.org or its subconsultant 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. Commute.org shall use diligence to obtain such insurance. Commute.org shall furnish C/CAG 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’s Liability Insurance.* Commute.org shall have in effect, during the entire life of this Agreement, Workers’ Compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this Agreement, Commute.org 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 claims for property damage that may arise from Commute.org’s operations under this Agreement, whether such operations be by Commute.org or by any subconsultant 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.

- d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:
 - (a) Comprehensive General Liability..... \$1,000,000
 - (b) Workers’ Compensation..... Statutory
 - (c) Motor Vehicle Liability Insurance..... \$1,000,000
 - (d) Professional Liability..... \$1,000,000

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, agents, employees, and servants 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, the C/CAG Chairperson, at his/her 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 and payment pursuant to this Agreement.

11. **Compliance with All Laws.** All services to be performed by Commute.org pursuant to this Agreement shall be performed in accordance with all applicable federal, state, San Mateo County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal regulations promulgated thereunder, as amended (if applicable), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. In the event of a conflict between the terms of this Agreement and any applicable State, federal, San Mateo County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Commute.org will timely and accurately complete, sign, and submit all necessary documentation of compliance with this Section.

12. **Non-discrimination.**

- a. *General.* Commute.org and any subconsultant performing 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, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition, military service, or genetic information, or in any manner prohibited by federal, state or local laws.
- b. *Discrimination Against Individuals with Disabilities.* The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

13. **Substitutions.** If particular persons or classifications are identified in Exhibit A as providing services under this Agreement, Commute.org will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.

14. **Record Retention; Right to Monitor and Audit.**

- a. Commute.org shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Commute.org shall be subject to the examination and/or audit by C/CAG, a federal grantor agency, and/or the State of California.
- b. Commute.org shall comply with all program and fiscal reporting requirements set forth by applicable federal, State, and local agencies and as required by C/CAG.
- c. Commute.org agrees upon reasonable notice to provide to C/CAG or its authorized representative, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to

determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Debarment and Suspension Certification

- a. The Commute.org's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Commute.org or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Any exceptions to this certification must be disclosed to C/CAG. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

16. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Commute.org bears the responsibility to obtain said license, permit, or approval from the relevant agency at Commute.org's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
17. **Merger Clause; Amendments.** This Agreement, all Exhibits and other attachments incorporated by reference, constitutes the sole agreement of the Parties with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit or attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations or representations between the Parties not expressly stated in this Agreement are not binding. All subsequent modifications or amendments shall be in writing and signed by the Parties.
18. **Controlling Law; Venue.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.
19. **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of C/CAG, to:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Kaki Cheung
Email: kcheung1@smcgov.org

In the case of Commute.org, to:

Commute.org
400 Oyster Point Blvd., Suite 409
South San Francisco, CA 94080
Attention: John Ford
Email: john@commute.org

20. **Electronic Signature.** Both C/CAG and Commute.org wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law.

In witness of and in agreement with this Agreement’s terms and conditions, the Parties, by their duly authorized representatives, affix their respective signatures.

Commute.org

By _____

John Ford
Commute.org Executive Director

Date

Commute.org Legal Counsel

By _____

Joan Cassman, Commute.org Legal Counsel

City/County Association of Governments of San Mateo County (C/CAG)

By _____

Kaki Cheung
C/CAG Acting Executive Director

Date

C/CAG Legal Counsel

By _____

Melissa Andrikopoulos, C/CAG Counsel

Exhibit A

SCOPE OF WORK

In consideration of the payments set forth in Exhibit B, Commute.org shall provide the following services:

Commute.org has developed the following Scope of Work for Fiscal Year 2027. The document is comprised of two sections: Core Activities and Special Projects. The Core Activities section describes our core programs and activities. The Special Projects section includes various projects and initiatives that are not ongoing activities but ones which will receive special attention and resources in the coming fiscal year.

Section 1: Core Activities

Commute.org's core activities are designed to reduce vehicle miles traveled (VMT) by commuters traveling to or from San Mateo County. We promote our programs and services directly to commuters as well as to employers, property managers, developers, non-profit organizations, community partners, and government agencies. Though our approach with each group may vary, the objective of reducing VMT remains the same.

The agency's core activities fall into five categories: **Commuters, Employers, Partners, TDM Policy, and Shuttles**. This section of the Work Plan outlines the Objectives and Activities for each program planned for the coming fiscal year.

Commuters

Marketing & Communications

Objective: Engage with commuters to deliver information that assists them with making shifts away from drive-alone commuting and supports their continued use of preferred sustainable modes.

Activities:

- Develop marketing campaigns to raise program awareness and drive connections to Commute.org via the website. The agency has effectively used social media, digital ads (e.g., Google, Meta, LinkedIn, Nextdoor), postcard mailings, and bus shelter posters to promote the full suite of programs. We also use geotargeted social media campaigns and direct mail to focus on Commute.org's equity target groups.
- Review and update the website to provide useful information about sustainable commuting in San Mateo County. The site serves multiple purposes: real-time shuttle information, resources for employers, program information, and agency governance.
- Produce and distribute a monthly e-newsletter for commuters called the Commuter Club with news and resources, which is currently sent to over 18,000 subscribers. The team studies "open rates" and other metrics to make sure the content is valuable and timely.

CommuteStar

Objective: Promote usage of CommuteStar, a web and mobile app powered by RideAmigos and customized for Commute.org, that serves as a centralized commute hub. CommuteStar helps users plan, track, and coordinate sustainable commute options and includes a greenhouse gas emissions calculator to measure the impact of individual and collective trips.

Activities:

- Manage reward programs and seasonal challenges that incentivize sustainable travel
- Provide ride matching tools for carpools, vanpools, and bike partners
- Trip planning capabilities
- Anonymously survey users on demographic traits, enabling Commute.org to identify and engage underrepresented groups.
- Utilize new software features to send custom notifications to users of CommuteStar.

Commuter Challenge

Objective: Leverage the annual spring Commuter Challenge to engage new commuters and promote sustainable transportation through a simple, rewarding experience.

Activities:

- Continue using the simplified pledge form, which allows participants to pledge to use non-drive-alone modes during April and May and be entered to win one of five grand prizes.
- Promote CommuteStar registration to encourage deeper engagement and enable year-round support and rewards.
- Share bilingual campaign materials and coordinated outreach through employers and community partners.
- Offer additional raffles to those who engage more deeply by sharing a photo and story of their sustainable commute.

Seasonal Promotions

Objective: Maintain momentum and deepen commuter engagement through strategic promotions tied to seasonal and regional events.

Activities:

- Continue ongoing seasonal promotions, including Transit Month, Rideshare Month, Winter and Summer Campaigns, Earth Month, and Bike Month.
- Launch new campaigns aligned with timely milestones such as the New Year, back-to-school, and major holidays.
- Increase use of tailored messaging, branded content, and social media to drive participation.

Guaranteed Ride Home (GRH) Program

Objective: Increase awareness of the GRH Program, which provides “commute insurance” for San Mateo County-based commuters and college students who use sustainable modes. When an eligible emergency or event arises (e.g., illness, family emergency, unexpected overtime, bicycle breakdown), commuters are reimbursed for their ride home or to a transit hub.

Activities:

- Continue growing the audience of commuters who are aware of the GRH program and use it for its intended purpose.
- Launch a multilingual marketing and education campaign to promote GRH to employers, community partners, and commuters—available in English, Spanish, and other languages upon request.

Commute Rewards Programs

Objective: Increase participation in incentive programs that provide direct rewards to encourage carpooling, vanpooling, and bicycling to work or college.

Activities:

- Promote Carpool/Vanpool Rewards: Participants earn \$25 for every 10 days of logged carpool or vanpool trips on CommuteStar, with a maximum of \$100 per year.
- Share Bicycling Rewards: Participants earn \$25 for every 10 days of logged bike to work trips using Strava or CommuteStar, with a maximum of \$100 per year.
- Conduct post-incentive surveys to assess continued use of commute alternatives. Include demographic questions to better understand participation across different population groups.

Try Transit Incentive Program

Objective: Increase the number of commuters traveling to or from San Mateo County on public transit by offering a free \$25 Clipper card to individuals who have not previously used transit for commuting.

Activities:

- Promote the program through Commute.org's e-newsletters.
- Educate commuters about public transit options and the Try Transit Program at employer outreach and community events.
- Partner with HR departments at employers to include Try Transit information in new hire onboarding materials.
- Conduct follow-up surveys with recipients to assess ongoing transit use, collect demographic data, and evaluate program effectiveness.

Countywide Caltrain Pass Forward Program

Objective: In partnership with Caltrain, provide income-qualified San Mateo County commuters with free, annual Caltrain Go Passes. This program engages more deeply with a greater diversity of people across the income spectrum by providing no-cost public transit to commuters who otherwise could not afford it. This is also an opportunity to collaborate with employers, commuters, and community-based organizations from different geographic and industry sectors.

Activities:

- Promote and distribute the remainder of the 750 Go Passes that were allocated to Commute.org for calendar year 2026. Materials are currently available in English, Spanish, and Simplified Chinese.
- If Caltrain continues the program in 2027 and allocates passes to Commute.org, distribute the allocated Go Passes to eligible applicants throughout calendar year 2027.
- Engage with at least thirty community organizations to publicize the program to its members.
- Provide ongoing support to recipients using Caltrain, CommuteStar, Clipper, and other transportation services.

Employers

Employer Engagement

Objective: Build and maintain relationships with employers across San Mateo County to promote sustainable commute options to their employees. By engaging employers, Commute.org extends its reach to a broader base of commuters, ultimately reducing drive-alone commuting throughout the county.

Activities:

- Use a combination of direct outreach and targeted marketing to identify and connect with organizations that would benefit from our programs and services. While not every employer will need the full suite of programs we offer, ensuring they know Commute.org is a resource is critical.
- Tailor outreach to employers in underserved or underrepresented industries and geographic areas identified through the agency's Equity Project. Many of these employers lack commute programs or dedicated staff, requiring a targeted approach and additional support to get programs in front of their employees.
- Produce and distribute a bimonthly e-newsletter for employers, sharing program updates, new offerings, compliance reminders, and relevant TDM topics. Over 2,700 employer contacts are currently subscribed.
- Participate in employer-sponsored onsite events hosted by large employers and property managers, including tabling and presentations to employees. These events provide an opportunity to share information on the commuter programs and incentives and deepen relationships with host organizations.
- Coordinate bicycle safety and training workshops with employers. Workshops are led by a certified instructor and cover rules of the road, tips on purchasing a bicycle, and basic maintenance. Bicycle education is a proven way to build confidence in commuters to bike for all or a portion of their commute.

TDM Support

Objective: Provide TDM tools and support services to employers and property managers. Most have limited TDM resources and expertise so Commute.org serves as a valuable, no-cost resource to fill that gap.

Activities:

- Develop TDM tools including flyers, guides, and marketing toolkits to support both employers with or without a formal TDM program and dedicated transportation coordinators.
- Encourage employers to create their own CommuteStar network under the Commute.org license and designate a network manager. Network managers can run reports, load employer-specific incentives and challenges, and allow private ride matching.
- Incentivize CommuteStar usage for new employer networks by providing custom promotions that accelerate employee onboarding and participation.
- Host an annual, in-person TDM Summit alternating between employers and jurisdiction staff. This coming fiscal year, Commute.org will host a half-day conference for jurisdiction staff to support local TDM implementation efforts and provide staff with training and practical TDM tools. The Employer TDM Summit, held in alternating years, highlights TDM best practices and provides networking opportunities.
- Provide ongoing support to San Mateo County employers required to comply with the Bay Area Commuter Benefits Program (Regulation 14, Rule 1). Since the pandemic, many employers have failed to register or update their compliance annually. The goal is for San Mateo County to have the highest compliance rate of any county in the Bay Area.
- Provide managerial support to the San Mateo Rail Corridor TMA. Commute.org has served as the administrator since 2011, building relationships with TMA members and city staff, which strengthens the agency's broader TDM work across the county.

OneCommute

Objective: Maintain accurate employer data to support targeted outreach, track engagement, and ensure Commute.org is effectively reaching employers. OneCommute is the cloud-based platform through which Commute.org manages these relationships and capture contact information, TDM programs offered, and engagement history.

Activities:

- Regularly review and update employer records to ensure data accuracy and relevance.
- Track and analyze employer engagement activities to assess whether outreach efforts are effectively reaching the diverse industries and geographies throughout the county and adjust strategies accordingly.
- Distribute the ongoing Employer Commute Benefits Survey to collect information on TDM programs offered by employers. Findings will be used to update employer records, report on countywide TDM offerings, and refine our programs and services to better meet employer needs.

Employer Recognition Program

Objective: Acknowledge and reward employers for actively promoting our programs and services among their employees. This program encourages more frequent and meaningful engagement by allowing employers to earn points for each activity and achieve annual certification in Bronze, Silver, and Gold tiers.

Activities:

- Maintain and refine guidelines for point allocation and tier qualifications based on feedback and data from FY 2026. Staff will review and adjust point allocations and tier thresholds as needed to ensure fairness and clarity.
- Continue promoting the program through the employer e-news, social media, direct communications, and partner channels to increase awareness and participation.
- Support and engage participating employers by sending regular progress updates, offering guidance on how to earn additional points, and sharing upcoming engagement opportunities.

- Track engagement activities and tier status on OneCommute. Staff will regularly report on the program's progress and outcomes and share key metrics.
- Recognize certified employers via certificates, plaques, and/or digital badges. Staff will also acknowledge certified employers on our website, employer e-news, and social media.
- Explore added incentives to make the program more enticing, such as offering exclusive benefits to participating employers.

Countywide Vanpool Subsidy Program

Objective: In partnership with Commute with Enterprise, expand vanpool usage countywide by providing new vanpools with a monthly subsidy of up to \$500. The program aims to reduce single-occupancy vehicle travel, lower commuter costs, and ease congestion on Highway 101 and regional bridges. Subsidies are funded by the SMCTA and available through December 31, 2027, or until funds are exhausted.

Activities:

- Promote the vanpool subsidy program to employers and commuters through targeted outreach, email communications, newsletters, social media, and presentations.
- Connect interested employers and commuters with Commute with Enterprise to facilitate vanpool formation and enrollment.
- Attend vanpool formation meetings hosted by Commute with Enterprise to introduce participants to other commute programs and services.
- Evaluate program performance by tracking new vanpools, cost savings, occupancy rate, passenger miles traveled, and participant feedback.

Partners

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, which requires consistent and ongoing efforts to maintain.

Activities:

- Expand our roster of active partners in the public, private, and non-profit sectors.
- Work with and through community-based organizations to connect with community members that have not been reached by prior methods to expand the reach of our programs. Like the employer engagement levels, activities with community partners will be tracked in OneCommute to assess levels of engagement.
- Represent San Mateo County on regional boards, committees, and task forces.
- Strengthen relationships with TDM agencies across the Bay Area, which is increasingly important as we collaborate on regional initiatives. CommuteStar is a leader in the Bay Area Commuter Carpool Network, connecting with six other county agencies. This integration enables commuters to find ride matches throughout the Bay Area, enhancing regional connectivity and commuting options.
- Produce and distribute a quarterly e-newsletter for community partners to share Commute.org's programs and services and special news for community partners.

Community Partner Program

Objective: Increase participation with priority audiences that have been less represented in our programs by engaging with Community Partners that represent and serve these communities. Building off the pilot grant program created in 2024; the Community Partner Program was renewed in 2026 for a second cycle of two-year grants of \$10,000 per organization per year. Grants were awarded to five organizations working in San Mateo County for activities to be completed within two years, starting July 1, 2026:

- El Concilio of San Mateo County

- Rise South City
- Live in Peace
- Social Focus (Peninsula 360 Press)
- Casa Circulo Cultural

Activities:

- Provide two training sessions for grantees on Commute.org's programs and services as well as other countywide transportation resources
- Create a marketing toolkit of custom flyers and social media posts in relevant languages for grantees to distribute
- Communicate program updates and transportation news monthly with grantees
- Present or table at organizations' events
- Create CommuteStar networks for organizations to share with their constituents and track commute impacts

Countywide Bicycle Education Program

Objective: The Countywide Bicycle Education Program, funded by the SMCTA and C/CAG, encourages greater bicycle use for transportation in the county. It seeks to achieve this by offering a minimum of fifteen free, public, adult classes across the county and certifying ten new League Certified Instructors (LCIs) from January 2026 to December 2027. Silicon Valley Bicycle Coalition (SVBC) is a key program partner, responsible for providing educators and managing course logistics.

Activities:

- Commute.org will review collateral, post information through Commute.org's social media accounts, and share information with Member Agencies (19 cities in San Mateo County and the County of San Mateo) about scheduled free, public, bike education classes.
- Coordinate planning and class facilitation with SVBC.
- Review and update Marketing and Evaluation Plans as needed.
- Plan to update and print a Countywide Bicycle Map, which was last updated in 2015, in calendar year 2027. This resource is popular with residents and workers in SMC. The project is pending the C/CAG bike and pedestrian plan update, which will create a comprehensive bike facilities database.

Bike to Work Day/Wherever Days

Objective: Sponsor Bike to Work/Wherever Days (BTWD) in May and support Silicon Valley Bicycle Coalition (SVBC) in coordinating local events in San Mateo County to promote bicycle ridership to work for people who commute in the county.

Activities:

- Provide a physical and digital flyer and branded swag item to SVBC to insert into 2,500 BTWD bags that are distributed at energizer stations on BTWD to promote Commute.org's bicycling rewards.
- Promote bicycling rates by organizing a special raffle for people who log bike trips in CommuteStar during Bike Week in May.
- Share BTWD content in newsletters and social media to get more people riding their bikes in May.
- Encourage employers and jurisdictions to sponsor energizer stations throughout the county on BTWD and visit select stations as staff to thank volunteers and greet bicyclists.

TDM Policy

Countywide TDM Monitoring Program

Objective: Ensure countywide TDM policy compliance by providing guidance and monitoring support to local jurisdictions and project applicants subject to the C/CAG Countywide TDM Policy. Commute.org offers the same level of support to exempt jurisdictions with their own policies.

Activities:

- Hold office hours for jurisdictions, developers, and consultants to provide policy guidance and free up limited jurisdiction staff capacity.
- Pending SMCTA approval, procure a planning consultant to provide technical assistance to local jurisdictions. In FY 2027, the consultant will help integrate TDM policy compliance into local development review and permitting processes, codify the TDM Policy into zoning codes, and assist with Conditions of Approval.
- Maintain OneCommute to track development projects and TDM policy compliance across all jurisdictions, sending periodic updates to jurisdictions.
- Onboard jurisdiction staff to OneCommute and provide ongoing technical assistance.
- Automate and streamline monitoring forms, notifying staff and jurisdictions when monitoring is due for projects post-occupancy.
- Customize OneCommute for exempt jurisdictions to track their own TDM policies. South San Francisco and Brisbane will distribute monitoring forms via OneCommute in Fall 2027.
- Report on countywide TDM policy compliance to evaluate compliance rates and the effectiveness of TDM policies.
- Work with C/CAG to maintain regular communications with local jurisdictions and regional boards and committees to address compliance challenges and share updates on policy changes.

Certified Development Program

Objective: Assist developers in San Mateo County with meeting their TDM requirements through a formal certification that recognizes active participation in Commute.org's programs and services.

Activities:

- Hold office hours for developers to learn about the certification process and requirements and meet with projects post-certification to maintain and enhance their participation in Commute.org programs.
- Increase outreach to developers and jurisdictions to raise awareness of the Certified Development Program, extending beyond projects mandated by the C/CAG TDM Policy. Developers can voluntarily certify their projects to demonstrate their commitment to TDM and benefit from Commute.org resources.
- Maintain a database of certified projects on OneCommute, monitor ongoing compliance and engagement, and notify jurisdictions of any projects that lose their certification status.
- Provide ongoing support to certified developments through regular engagement, offering resources and guidance to maintain compliance.

Shuttles

Shuttle Program Development and Management

Objective: Provide safe and dependable first/last mile shuttle services between employment centers, hospitals, and residential areas in San Mateo County and Caltrain, BART, and San Francisco Bay Ferry stations/terminals so that people can utilize public transit as a means of commuting to or from the county.

Activities:

- Provide shuttle services that are equitable, accessible, financially sustainable, and successful as measured by the funders' targets and benchmarks.

- Commute.org currently operates sixteen different shuttle routes that operate in nine cities throughout the county. All sixteen routes were awarded funding from the SMCTA Measure A Countywide Shuttle Program through FY 2027. Three of the routes also receive a portion of their funding through the C/CAG TFCA Regional Shuttle program.
- SMCTA will be restructuring the shuttle funding program starting in FY 2028. A countywide shuttle study is currently underway that will have a significant impact on the Commute.org shuttle program starting in FY 2028. It may also have a significant impact on the agency in the months leading up to the start of FY 2028.
- Staff will continue to support the existing routes, riders, and program partners during FY 2027. The transition period is expected to be challenging as routes are consolidated, cancelled, or revised.
- Costs for the current funding period have increased approximately 70 percent per operating hour from the costs in FY 2025 due to increases in the vendor's contract rate. That increase continues to put tremendous strain on the consortium members that provide the matching funds for each route.
- 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.
- The Shuttle Team, in coordination with the Engagement Team, have been working to find new employers and property managers to join the consortiums. In some cases, cities make it a requirement for new projects to participate in the shuttle program; however, that is not common throughout the county.
- One existing route (DCS) will cease operations effective May 29, 2026, due to the loss of its sponsor unless another sponsor is identified.
- SamTrans, the agency that holds the contract with the shuttle vendor, executed a two-year extension with the current vendor when the RFP process did not result in a new contract. SamTrans will conduct a new RFP in FY 2027 once the shuttle study is complete. Commute.org will provide any requested support.
- The Shuttle Team works closely with the Engagement Team when opportunities for new and expanded routes arise. If a development project is required to provide shuttle service to their project, then Commute.org sponsored shuttles are often the most economical – especially if there is existing service nearby. Collaborating with developers and their counterparts at the city where the project is located before a project is built allows for better service to be designed.
- 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 to the service. We use text messaging, website alerts, social media, and newsletters to communicate with passengers and program partners.
- Continue to work with public works departments and property managers to maintain and replace route signage at existing and new shuttle stops throughout the county.
- Provide support to local jurisdictions that sponsor bus stop improvement projects. Anything that a city can do to make it easier, safer, and more comfortable for commuters to use transit (including Commute.org shuttles) is important.
- Continue to push our GTFS data (route scheduling) to third-party providers of trip planning and public transit systems and provide the GTFS management for the City of Menlo Park and City of Daly City shuttles. Having our route information available on as many systems as possible helps provide “seamless” trip planning for passengers.
- 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.
- Conduct the annual passenger survey to assess satisfaction. The survey also includes demographic questions so that the agency can use this information to understand the ridership.
- Continue to provide updates and outreach to passengers through newsletters, shuttle flyer postings, social media content, and text alerts. We believe it is important to increase our digital presence to encourage usage and awareness of the shuttle program.

Section 2: Special Projects

In addition to core programs, the agency focuses on several “Special Projects” each year. Special Projects can be one-time projects, time-critical tasks, program redesigns, or projects that require special funding. In some cases, Special Projects can span multiple years. Special Projects for the upcoming fiscal year include:

Strategic Plan Update

Commute.org will continue a Strategic Plan Update project in FY 2027 to chart the agency’s direction beyond the horizon of its current strategic plan, which was designed to guide operations and initiatives through 2025. Recognizing the evolving landscape of transportation, commuter behavior, and regional priorities, the agency is committed to using the existing plan as a living document—one that not only reflects past achievements and current operations but also forms the foundation for future goals. This update will ensure that Commute.org remains responsive, relevant, and proactive in addressing the mobility needs of San Mateo County.

The Strategic Plan Update will be a collaborative endeavor led jointly by agency staff and a steering committee. The steering committee will provide governance and oversight into the planning process, ensuring alignment with the agency’s mission and stakeholder priorities. Staff will play a pivotal role in facilitating the process, conducting research, and coordinating the input and output needed to produce a comprehensive and actionable strategic plan. This structure allows for both strategic guidance and operational insight, fostering a plan that is both visionary and implementable.

To support this effort, Commute.org will continue to utilize the OnStrategy software platform and its associated tools to structure the strategic planning process, facilitate collaboration, and track progress. External feedback will be solicited through surveys, providing valuable insight from stakeholders, partners, and the public. This feedback loop is critical to ensure the plan reflects the diverse needs of the communities that Commute.org serves. The use of data-driven tools and participatory methods will help create a plan that is both grounded in evidence and reflective of stakeholder values.

The timeline for delivery is structured to ensure transparency and engagement at key milestones. A draft version of the new Strategic Plan—tentatively titled Strategic Plan 2030—will be delivered to the board in September 2026 for review. The final version, incorporating board feedback and finalized content, is scheduled for final board review and approval in November 2026. This schedule ensures that the agency is equipped with an up-to-date strategic framework as it enters the next chapter of its existence.

San Mateo County Commute Profile Survey

The San Mateo County Commute Profile Survey, last conducted in June 2023, is a triennial effort led by Commute.org to better understand local commuting trends, travel behaviors, and interest in sustainable transportation options. Conducted every three years, the survey targets individuals who work full-time or part-time or attend college in San Mateo County. The next survey will be released this fiscal year. The results play a critical role in shaping transportation demand management (TDM) strategies, informing program development, and guiding outreach efforts.

To encourage broad participation, Commute.org will again offer raffle prizes to respondents and provide employers, cities, and partners with unique survey links—enabling customized participation tracking and personalized reports. This approach proved successful in the previous survey cycle and will be repeated. To ensure resident perspectives are captured, at least 10,000 postcards will be mailed to households throughout the county. These efforts aim to produce a comprehensive dataset that supports more effective and inclusive transportation planning across San Mateo County.

AI Initiative

In FY 2026, Commute.org launched a strategic initiative to enhance customer service through the integration of advanced AI tools, benefiting employers, commuters, and shuttle riders across San Mateo County. The project did not advance as far as was hoped and will remain as a Special Project in FY 2027 and possibly beyond.

The effort began with a comprehensive needs analysis to identify service gaps, recurring inquiries, and communication pain points. This analysis will continue in FY 2027 and will involve collecting feedback from partner employers, surveying program participants, and evaluating support interactions across existing platforms. The goal is to pinpoint areas where AI-powered solutions can provide faster, more accurate, and more accessible support to all users.

Following the needs assessment, Commute.org will collaborate with technology partners and internal stakeholders to design AI tools tailored to each audience segment. For employers, AI systems may streamline onboarding processes for commute programs, answer frequently asked HR and benefits questions, and provide data-driven recommendations on employee engagement strategies. For commuters and shuttle riders, AI tools will be developed to offer real-time assistance on topics such as route planning, shuttle schedules, incentive eligibility, and troubleshooting transit issues. These systems will be designed with multilingual support and accessibility in mind to ensure equitable service delivery.

Throughout the project, the agency will conduct iterative development and testing of these tools, focusing on training AI agents using Commute.org's knowledge base, customer interaction histories, and public transit data. Pilot programs will be deployed in controlled environments to assess performance, gather user feedback, and refine responses for clarity and effectiveness. AI agents will be built with a strong emphasis on maintaining privacy, accuracy, and alignment with the agency's mission to support sustainable commuting options.

By the end of the project, Commute.org plans to deploy AI agents across key digital touchpoints, including its website, social media channels, and potentially within the CommuteStar app. These agents will provide 24/7 customer service, enabling users to receive immediate answers and support without relying solely on staff availability. The integration of AI into Commute.org's customer service strategy will not only increase operational efficiency but also enhance user experience, ensuring that commuters and employers receive timely, personalized, and reliable information whenever they need it.

Website Information Architecture Project

Commute.org's Information Architecture (IA) project, scoped in FY 2026 and scheduled for completion in FY 2027, is an initiative aimed at improving how information is structured and accessed across the organization's digital environments. At its core, the project focuses on enhancing the usability and findability of website content by rethinking how information is organized, labeled, and navigated.

The project will be guided by Commute.org staff, who will provide direction, requirements, and oversight throughout its lifecycle. To support execution, the organization will collaborate with third-party website development professionals, who have expertise in user experience design, content strategy, and technical implementation.

A wireframe is expected by July 2026, providing a visual blueprint of the redesigned site structure and user pathways. Following this, a sandbox environment will be developed by the end of summer, allowing stakeholders to test, iterate, and refine the architecture in a controlled setting. These phases are critical for validating design decisions and ensuring the new structure meets user needs before full rollout.

Final deployment is scheduled for fall 2026, marking the transition to a fully implemented IA framework. Once complete, the project is expected to deliver a more cohesive and user-centered digital experience, reducing friction in navigation and improving overall access to information. This initiative positions Commute.org to better support its programs and stakeholders through a thoughtfully designed and future-ready information ecosystem.

Exhibit B

BUDGET

In consideration of the services provided by Commute.org described in Exhibit A and subject to the terms of the Agreement, C/CAG shall pay Commute.org based on the following fee schedule and terms:

Under no circumstances shall the amount paid by C/CAG to Commute.org exceed \$562,605. Commute.org shall provide C/CAG with a written itemized invoice quarterly for time and materials that allows C/CAG to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services and specific work completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

Remit invoices to:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Matt Petrofsky
Email: mpetrofsky@smcgov.org

Payment will be made within 30 days of receipt of an acceptable invoice. C/CAG shall have the right to withhold payment if C/CAG determines the quantity and/or quality of the work performed is unacceptable.