



A G E N D A

Board of Directors Meeting

Silicon Valley Community Foundation

1300 S. El Camino Real, Room 107, San Mateo, CA

Thursday, June 15, 2017, 8:00 – 9:30 AM

CALL TO ORDER

Roll Call 8:00 a.m.

PUBLIC COMMENT

-Informational

CONSENT AGENDA

-Action 8:05 a.m.

- A. Approval of April 20, 2017 Meeting Minutes (*pg. 2*)
- B. Acceptance of Financial Statements: March 2017 (*pg. 7*)
- C. Acceptance of Funding Agreement with C/CAG for Countywide Voluntary Trip Reduction (*pg. 11*)
- D. Acceptance of Funding Agreement with C/CAG for Transportation Fund for Clean Air (*pg. 29*)
- E. Acceptance of Funding Agreement with C/CAG for Regional Carpool Program (*pg. 41*)
- F. Acceptance of MOU for Climate Corps AmeriCorps Fellow Program for FY 2017-2018 (*pg. 66*)

REGULAR AGENDA

- 1. Chair's Report (*pg. 73*) -Oral Report 8:10 a.m.
- 2. Presentations (*pg. 74*) -Oral Report 8:15 a.m.
 - a. 2017 Bike to Work Day Report and BCOY Presentation
 - b. 2017 Commuter Challenge Report and Prize Awards
- 3. Fiscal Agent Update (*pg. 75*) -Oral Report 8:25 a.m.
- 4. Review and Approval of FY 2017-2018 Work Plan and Budget (*pg. 77*) -Action 8:30 a.m.
- 5. CERBT Program Report (*pg. 79*) -Oral Report 8:55 a.m.
- 6. Employer Programs Report (*pg. 82*) -Oral Report 9:00 a.m.
- 7. Shuttle Program Report (*pg. 83*) -Oral Report 9:05 a.m.
- 8. Executive Director's Report (*pg. 84*) -Oral Report 9:10 a.m.

CLOSED SESSION ON PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code Section 54957, Position: Executive Director

CORRESPONDENCE, NEWS & UPDATES

-Informational

ADJOURN

-Action 9:30 a.m.

Availability of Public Records

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at 400 Oyster Point Blvd, Suite 409, South San Francisco, CA 94080, at the same time that the public records are distributed or made available to the legislative body.

MINUTES

COMMUTE.ORG BOARD OF DIRECTORS

Silicon Valley Community Foundation
1300 S. El Camino Real, Room 114
April 20, 2017

ROLL CALL

Board Members Present:

Jeffrey Gee, Chair, City of Redwood City
Michael Lempres, Town of Atherton
Davina Hurt, City of Belmont
Clifford Lentz, City of Brisbane
Emily Beach, City of Burlingame
Rae Gonzales, Town of Colma
Glenn Sylvester, City of Daly City
Sam Hindi, City of Foster City
Shawn Christianson, Town of Hillsborough
Reuben Holofer, City of Millbrae
Sue Digre, City of Pacifica
Irene O'Connell, City of San Bruno (Alternate)
Rick Bonilla, City of San Mateo

Supervisory Committee Members Present:

John Hoang, C/CAG
Maria Saguisag-Sid, City of Brisbane
Shirley Chan, City of Daly City
Dante Hall, City of Foster City

Guests:

Don Cecil, SAMCEDA
Rosanne Foust, SAMCEDA
Mario Rendon, Office of Assemblymember Kevin Mullin

Staff in Attendance:

John Ford, Executive Director
Teresa Avelar, Administration & Finance Manager
Betsy Juarez, Administrative Assistant
Karen Sumner, Transportation Programs Manager
Kim Comstock, Commuter Programs Manager
Gina Javier, Programs Representative
Weiser Manzano, Programs Representative
Erin Fieberling, AmeriCorps Fellow

Shayna Mittler van Hoften, Agency Attorney

The April 20, 2017 meeting of the Commute.org Board of Directors was called to order at 8:05 a.m. by Board Chair, Jeffrey Gee.

CONSENT AGENDA

1. Minutes: February 16, 2017
2. Financial Statements: February 2017
3. Board Meeting Schedule FY 2017-2018

It was moved by Ms. Irene O'Connell, seconded by Mr. Rick Bonilla, and unanimously passed to approve items one, two and three on the consent agenda.

1. CHAIR'S REPORT

Chair Gee thanked the Board members for submitting their 700 Forms before the April 3rd deadline.

Chair Gee informed the Board that the Caltrain Electrification Project is still awaiting approval for funding. The Trump administration released the first budget proposal outline in March, reducing funding for transportation. A new budget proposal will be released in May. Chair Gee stated if funding for electrification is available, the Federal Transit Administration (FTA) will approve the Caltrain Electrification Project grant.

2. PRESENTATION: PENINSULA MOBILITY GROUP PRESENTATION & RELATIONSHIP

Mr. Don Cecil, Principal at MC2 Bay Area Public Affairs, and Ms. Rosanne Foust, President and CEO of SAMCEDA, presented on the Peninsula Mobility Group (PMG), a coalition of private employers, public agency employers, Bay Area business associations and community leaders focused on improving mobility on the Peninsula Corridor.

PMG supports short-term and long-term mobility solutions, projects, and organizations whose goal is to reduce traffic congestion and improve quality of life for employees and residents that reside in San Mateo County who are often one in the same person. PMG is intended to complement the existing work of SAMCEDA, the Bay Area Council and Silicon Valley Leadership Group and deepen the impact of employer voices in the county.

Mr. Don Cecil welcomed the opportunity to broaden the coalition and requested that Commute.org join PMG by becoming a public agency partner.

Chair Gee requested discussion for the possibility of becoming a public agency partner of PMG. Mr. Rick Bonilla expressed his support to partner with PMG because he of the correlation between traffic congestion and major employers which could become part of the coalition. This would give Commute.org the opportunity to contribute to the discussion between key state holders and provide solutions with the services that we offer.

Mr. Michael Lempres questioned the level of involvement that Commute.org would play in this partnership. Mr. Lempres expressed concern on how the agency's name would be associated with the group. Ms. Davina Hurt stated that Commute.org should be able to withdraw as a partner to PMG at any time. Ms. Shawn Christianson stated that PMG should be consistent with Commute.org's brand, history and understanding of the community.

Ms. Christianson continued by expressing her support of becoming a partner of PMG on the condition that Commute.org's Executive Director was actively involved in the partnership.

It was moved by Ms. Irene O'Connell, seconded by Mr. Glenn Sylvester, and unanimously passed to become a public agency partner for Peninsula Mobility Group, contingent upon maintaining

Commute.org's reputational value, Commute.org's Executive Director having an active role in the strategic direction of PMG, and being able to withdraw from the partnership as the Commute.org board sees fit.

3. PRESENTATION: SB-1 TRANSPORTATION FUNDING PRESENTATION

Mr. Mario Rendon, District Director for Office of Assemblymember Kevin Mullin, gave an overview of the transportation funding bill, Senate Bill 1 (SB-1) that was passed by the California State Senate and Assembly on April 6th.

Mr. Rendon explained that SB-1 will increase several taxes and fees to raise the equivalent of roughly \$52.4 billion over a ten-year period for transportation revenues. The bill will hike gas taxes 12 cents per gallon and diesel taxes 20 cents per gallon with an additional sales tax on diesel fuels of 4%, starting November 1, 2017. Drivers will also face a new annual vehicle registration fee, ranging from \$25 to \$175 depending on the value of their vehicle – and a \$100 annual fee on zero-emission vehicles. The taxes and fees will be adjusted for inflation each year.

Mr. Rendon stated that the revenue collected through SB-1 is specific to transportation projects. SB-1 will allocate an estimated \$750 million annually for public transportation capital projects and operating expenses. San Mateo County will be eligible for a portion of the \$200 million that will be set aside for Self Help Counties that have passed local sales and use taxes for transportation purposes. San Mateo County will also be eligible for the \$250 million allocated through the Congested Corridors Program that will provide congestion relief within the state's most heavily used transportation corridors.

4. PRESENTATION – 2017 COMMUTER CHALLENGE

Ms. Kim Comstock, Commuter Programs Manager for Commute.org presented on the 2017 Commuter Challenge that runs from April 1 to May 31.

Ms. Comstock informed the Board that Commute.org runs an annual commute-focused campaign. The intent of the campaign is to encourage individuals to use sustainable forms of transportation during the campaign period. Participants will be entered to win one of thirteen weekly prizes for each week they log a non-SOV trip from, to, or through San Mateo County using the Commute.org's STAR platform. The software platform allows commuters to create an account, track their commute trips, monitor their savings, and see how they compare to other participants. Five grand prize winners will be selected at the end of the challenge.

More than 700 participants have joined the Commuter Challenge so far, logging more than 10,000 sustainable trips during the first three weeks of the campaign. Staff set a goal of having 2,500 participants join the Commuter Challenge by May 31st.

Ms. O'Connell suggested putting ads and flyers at local libraries for commuters who may not have access electronically to stay connected. She also informed the Board that San Bruno's will be having their Operation Clean Sweep on May 6th, where attendees will help clean the city.

5. SHUTTLE PROGRAM REPORT

Mr. Ford presented a report on Commute.org's shuttle operations and activities for the first 9 months of FY 2016-2017.

Mr. Ford informed the Board that shuttle ridership experienced a 6.1% decrease in the third quarter compared to the same quarter of the previous year. Although 11 of the 20 shuttle routes experienced a decrease in ridership, the cost-per-passenger target remains below \$7 for most routes with the average cost per passenger being \$4.87.

Due the service changes Caltrain implemented on April 10, 2017, 16 of the 20 shuttle routes experienced a schedule change. Various modifications to the new shuttle schedules will be made according to the feedback received by shuttle riders impacted by the schedule changes.

Discounted rates for the shuttle pass program will be available for seniors and disabled passenger starting in July 2017. Shuttle passes are required for most of the routes located in Brisbane and South San Francisco.

6. EMPLOYER PROGRAMS REPORT

Ms. Karen Sumner, Commute.org's Employer Outreach Manager, presented a report highlighting activities of the marketing and employer outreach program.

Ms. Sumner stated that the Tech Talks event took place on March 9th at Genesis Tower located in South San Francisco. The event had about 90 attendees varying from San Mateo employers, transportation professionals, and city representatives. Topics ranged from autonomous vehicles, carpool apps, and the STAR platform. Ms. Sumner thanked the Board members who were able to attend.

Ms. Sumner informed the Board that Bike to Work Day will be on May 11, 2017. Commute.org will be coordinating Bike to Work Day in San Mateo County and all nine Bay Area counties are participating in the event. Ms. Sumner encouraged the Board to participate, as some have done in previous years. Mr. Bill Bright, Integrated Event Marketing, will be the consultant and point of contact for all energizer station leads. Ms. Sumner informed the Board that Commute.org and Silicon Valley Bicycle Coalition will be having their Second Annual Elected Officials Bike Ride. Participants will be doing a mellow ride from Menlo Park CalTrain Station to the County Center in Redwood City.

Ms. Sumner informed the Board that the Scoop carpool app will now be open to the City of South San Francisco. The City of South San Francisco is contributing about \$50,000 towards the program to help reduce the cost for each participant. Commute.org staff will provide additional marketing and program promotion to help with the Scoop roll-out in South San Francisco.

7. EXECUTIVE DIRECTOR'S REPORT

Mr. Ford provided a summary of agency activities and updates on Commute.org programs since the February 16, 2017 Board meeting which included the following: work plan and budget development for the 2017-2018 fiscal year, funding agreement processes with SMCTA and C/CAG, shuttle program funding for the 2017-2018 fiscal year, and fiscal agent transition.

Mr. Ford informed the board that the work plan and budget development are in process and will be presented to the board for review and approval at the June meeting. Mr. Ford mentioned that there will be additional funding available for the next fiscal year based on indications given by the agency's funders.

Recently, the City of Daly City informed Commute.org that it will no longer serve as its fiscal agent after June 30, 2017. The City of Daly City began its fiscal agent responsibilities back in 1994 for MTSMA and the agreement continued after the MTSMA, ITSMA merger in 2000. The Board thanked Mr. Glenn Sylvester for Daly City's years of service. Ms. Emily Beach questioned if the County of San Mateo could be a potential fiscal agent. Mr. Ford confirmed that he will reach out to all the cities finance directors including the County of San Mateo to gauge interest in taking over the fiscal agent role. The board also suggested discussing an extension beyond June 30 to allow for a longer transition period. Mr. Ford will have those discussions with the City of Daly City and will report back to the Finance Committee.

ADJOURNMENT

The meeting was adjourned at 9:37 am by Chair Gee.

Respectfully submitted,

Teresa Avelar
CLERK OF THE BOARD

City of Daly City, California

Revenue and Expenditure Summary Report
By Fund
For the Period Ended 03/31/17

* Fund 65 PENIN CONGEST RELIEF ALLIANCE *

Obj Code	Description	Prior Year Actual	Current Year Budget	Current Month Actual	Year-to-date Actual	Encumbrances	Remaining Balance	Percent To-date
=====	=====	=====	=====	=====	=====	=====	=====	=====
REVENUES:								
RENTS AND INTEREST								
3510	INVSTMNT ERNNGS	1,936.37	1,200.00	681.76	1,572.77	0.00	(373)	131.1
3515	UNRLZD GN(LSS)N	557.66	0.00	0.00	0.00	0.00	0	0.0
	Ttl RNTS AND INTRS	<u>2,494.03</u>	<u>1,200.00</u>	<u>681.76</u>	<u>1,572.77</u>	<u>0.00</u>	<u>(373)</u>	<u>131.1</u>
FROM OTHER AGENCIES								
3664	AB 434 FUNDS	472,300.00	525,000.00	0.00	294,094.07	0.00	230,906	56.0
3665	C/CG CNGSTN RLF	510,000.00	510,000.00	0.00	255,000.00	0.00	255,000	50.0
3666	SHTTL CNSRTM RV	779,374.06	814,000.00	22,780.92	810,022.52	0.00	3,977	99.5
3668	MESR A TSM FNDS	435,000.00	445,000.00	0.00	222,500.00	0.00	222,500	50.0
3672	C/CG MTC EMPLY	70,000.00	70,000.00	0.00	0.00	0.00	70,000	0.0
3673	SHTTL GRNT PSS	1,347,053.36	1,496,300.00	323,647.22	808,605.59	0.00	687,694	54.0
	Ttl FRM OTHR AGNCS	<u>3,613,727.42</u>	<u>3,860,300.00</u>	<u>346,428.14</u>	<u>2,390,222.18</u>	<u>0.00</u>	<u>1,470,078</u>	<u>61.9</u>
MISCELLANEOUS REVENUES								
3860	MISCELLANES RVN	15,116.20	4,000.00	1,940.00	2,040.00	0.00	1,960	51.0
	Total MSCLLNS RVNS	<u>15,116.20</u>	<u>4,000.00</u>	<u>1,940.00</u>	<u>2,040.00</u>	<u>0.00</u>	<u>1,960</u>	<u>51.0</u>
*	Total Revenues	<u>3,631,337.65</u>	<u>3,865,500.00</u>	<u>349,049.90</u>	<u>2,393,834.95</u>	<u>0.00</u>	<u>1,471,665</u>	<u>61.9</u>

City of Daly City, California

Revenue and Expenditure Summary Report
By Fund
For the Period Ended 03/31/17

* Fund 65 PENIN CONGEST RELIEF ALLIANCE *

Obj Code	Description	Prior Year Actual	Current Year Budget	Current Month Actual	Year-to-date Actual	Encumbrances	Remaining Balance	Percent To-date
EXPENDITURES:								
SALARIES AND BENEFITS								
4101	SALARIES	762,715.22	803,451.00	54,452.61	532,314.84	0.00	271,136	66.3
4104	PERS RETIREMENT	96,983.64	89,312.00	7,529.95	74,855.33	0.00	14,457	83.8
4105	GROUP INSURANCE	83,992.17	82,843.00	6,426.50	57,795.10	0.00	25,048	69.8
4107	MEDICARE	10,508.49	10,893.00	765.49	7,520.94	0.00	3,372	69.0
4108	UNMPLOYMNT INSRN	0.00	0.00	0.00	3,149.96	0.00	(3,150)	0.0
4110	TERMINATION PAY	0.00	0.00	0.00	8,641.27	0.00	(8,641)	0.0
4120	OTHR PST EMPLYM	6,588.00	6,600.00	0.00	6,588.00	0.00	12	99.8
Ttl SLRS AND BNFTS		960,787.52	993,099.00	69,174.55	690,865.44	0.00	302,234	69.6
SERVICES AND SUPPLIES								
4205	ALLIANC OFFC LS	57,869.34	65,000.00	5,659.45	56,211.37	0.00	8,789	86.5
4207	TRIP VOUCHERS	15,993.67	15,000.00	(1,290.38)	(198.27)	0.00	15,198	(1.3)
4209	MLG RMB/CR ALLW	3,280.96	3,000.00	625.89	1,949.26	0.00	1,051	65.0
4211	ADVERTISING	83,843.29	80,000.00	0.00	38,640.53	0.00	41,359	48.3
4219	PROFESSNL SRVCS	62,784.00	80,000.00	12,118.48	51,669.77	1,300.00	27,030	66.2
4243	OPERATING SPPLS	9,588.26	10,000.00	806.40	5,310.74	0.00	4,689	53.1
4259	TRY TRNST CMPGN	23,303.00	85,000.00	20,726.13	80,726.13	0.00	4,274	95.0
4307	BRD MTNG EXPNSS	1,077.65	1,200.00	256.12	677.58	0.00	522	56.5
4308	VANPOOL SUBSIDS	38,859.94	40,000.00	8,914.44	22,079.44	0.00	17,921	55.2
4309	SHUTTLE OPERTNS	2,175,630.74	2,222,200.00	170,827.68	1,418,221.71	0.00	803,978	63.8
4310	OUTSID LGL CSTS	23,758.47	36,000.00	884.00	8,329.80	0.00	27,670	23.1
4373	FISCAL AGENT FS	50,000.00	51,500.00	0.00	25,000.00	0.00	26,500	48.5
Ttl SRVCS AND SPPL		2,545,989.32	2,688,900.00	219,528.21	1,708,618.06	1,300.00	978,982	63.6
OTHER CHARGES								
4215	RENTS AND LEASS	10,322.95	11,000.00	776.65	7,619.50	0.00	3,381	69.3
4302	MMBRSHPS & PBLC	6,363.50	7,500.00	270.00	5,284.00	0.00	2,216	70.5
4303	TRAVEL & METNGS	12,854.29	18,000.00	2,599.16	7,197.76	0.00	10,802	40.0
4304	EDUCATN & TRNG	7,215.08	9,000.00	500.00	3,719.00	0.00	5,281	41.3
4434	MSCLLNS OTHR CH	11,963.33	14,000.00	6,892.90	12,300.25	0.00	1,700	87.9
4603	CONTINGENCIES	0.00	20,000.00	0.00	0.00	0.00	20,000	0.0
Total OTHER CHARGS		48,719.15	79,500.00	11,038.71	36,120.51	0.00	43,379	45.4
FIXED CHARGES								
4208	TLPHN SRVC CHR	5,733.94	6,000.00	832.89	6,787.62	0.00	(788)	113.1
4216	VHCL SRVC CHRGS	605.68	1,500.00	0.00	659.22	0.00	841	43.9
4223	INFRMTN SRVCS C	46,042.43	50,000.00	1,576.85	30,408.90	0.00	19,591	60.8
4227	COPIER SERVICES	44,872.08	32,000.00	3,573.31	15,243.12	0.00	16,757	47.6
4233	POSTAGE	9,878.14	9,000.00	6.65	10,904.65	0.00	(1,905)	121.2

City of Daly City, California

Revenue and Expenditure Summary Report
By Fund
For the Period Ended 03/31/17

* Fund 65 PENIN CONGEST RELIEF ALLIANCE *

Obj Code	Description	Prior Year Actual	Current Year Budget	Current Month Actual	Year-to-date Actual	Encumbrances	Remaining Balance	Percent To-date
4301	GNRL INSRNC CHR	10,567.88	12,000.00	2,316.33	6,453.13	0.00	5,547	53.8
	Total FIXED CHARGS	<u>117,700.15</u>	<u>110,500.00</u>	<u>8,306.03</u>	<u>70,456.64</u>	<u>0.00</u>	<u>40,043</u>	<u>63.8</u>
	CAPITAL OUTLAY							
4562	BK LCKRS & RCKS	10,117.63	15,000.00	0.00	5,380.00	0.00	9,620	35.9
	Total CAPITAL OTLY	<u>10,117.63</u>	<u>15,000.00</u>	<u>0.00</u>	<u>5,380.00</u>	<u>0.00</u>	<u>9,620</u>	<u>35.9</u>
*	Total Expenditures	<u>3,683,313.77</u>	<u>3,886,999.00</u>	<u>308,047.50</u>	<u>2,511,440.65</u>	<u>1,300.00</u>	<u>1,374,258</u>	<u>64.6</u>
	Nt fr PNN CNGST RLF	<u>(51,976.12)</u>	<u>(21,499.00)</u>	<u>41,002.40</u>	<u>(117,605.70)</u>	<u>(1,300.00)</u>	<u>97,407</u>	

City of Daly City, California

Revenue and Expenditure Summary Report
By Fund
For the Period Ended 03/31/17

* Fund 65 PENIN CONGEST RELIEF ALLIANCE *

Obj Code	Description	Prior Year Actual	Current Year Budget	Current Month Actual	Year-to -date Actual	Encumb- rances	Remaining Balance	Percent To-date
=====	=====	=====	=====	=====	=====	=====	=====	=====
Total Rev - All Fnds		3,631,337.65	3,865,500.00	349,049.90	2,393,834.95	0.00	1,471,665	61.9
Ttl Expnd - All Fnds		3,683,313.77	3,886,999.00	308,047.50	2,511,440.65	1,300.00	1,374,258	64.6
All Funds Net		(51,976.12)	(21,499.00)	41,002.40	(117,605.70)	(1,300.00)	97,407	
		=====	=====	=====	=====	=====	=====	

Board of Directors Consent Agenda Item #C

DATE: June 15, 2017
TO: Commute.org Board of Directors
FR: John Ford, Executive Director
SUBJ: Funding Agreement with C/CAG for Congestion Relief Plan Program

INTRODUCTION

Presenting to the board for acceptance the funding agreement with C/CAG for the Congestion Relief Plan Program to provide congestion relief services in FY 2017-2018.

BACKGROUND

C/CAG's board of directors approved a draft funding agreement at their June 8, 2017 meeting. The approved draft funding agreement calls for funding in the amount of \$510,000 to support Commute.org's program of work related to reducing the number of single occupant vehicle trips in San Mateo County.

ACTION

Chair Gee requests discussion and/or acceptance of the funding agreement.

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND PENINSULA
TRAFFIC CONGESTION RELIEF ALLIANCE (COMMUTE.ORG) FOR
THE COUNTYWIDE VOLUNTARY TRIP REDUCTION PROGRAM
FOR FISCAL YEAR 2017/2018**

This Agreement, effective **July 1, 2017**, 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 attached hereto and by this reference made a part hereof.
2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payment to Commute.org as follows. Commute.org shall submit to C/CAG quarterly invoices in a total contract amount not to exceed five hundred ten thousand dollars (\$510,000). Payments shall be made within 30 days after receipt and approval of 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, 2017 and shall terminate on June 30, 2018; 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

paragraph, Commute.org shall be paid for all services provided to the date of termination.

6. **Hold Harmless/Indemnity.** Commute.org shall indemnify and save harmless C/CAG, its officers, directors, employees, and servants from all claims, suits, damages or actions of every name, kind, and description, arising from Commute.org's performance, or failure to perform under this Agreement.

(a) The duty of the Commute.org to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

(b) The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.

7. **Insurance.** Commute.org or its subcontractors performing the services on behalf of Commute.org shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Commute.org shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Commute.org's coverage to include the contractual liability assumed by Commute.org pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: Commute.org shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance. Commute.org shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Commute.org, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by Commute.org or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General 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 and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, C/CAG, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. **Non-discrimination.** Commute.org and its subcontractors performing the services on behalf of Commute.org shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. **Accessibility of Services to Disabled Persons.** Commute.org, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. **Substitutions.** If particular people are identified in Exhibit A 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.

Commute.org shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.
13. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or

representations between the parties not expressly stated in this document are not binding.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands to this agreement for the Countywide Voluntary Trip Reduction Program on the day and year as indicated below.

Commuter.org

By _____

_____ Date

Commuter.org Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Alicia C. Aguirre
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

C/CAG Legal Counsel

Exhibit A: Peninsula Traffic Congestion Relief Alliance (Commute.org) Scope of Work, FY 2017-2018

Key Initiatives: FY 2017-2018

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

1. STAR Platform

The agency will continue with the deployment and promotion of the STAR Platform as the online tool that Commute.org uses to promote, track and incentivize alternative commuting behavior. The tool, provided by software vendor Ride Amigos, was branded as the STAR Platform in FY 2016-2017 and considerable progress was made in recruiting commuters and employers to use the platform’s many tools. The Employer Outreach and Commuter Programs teams focused on this task during FY 2016-2017 and will continue to have it as a major initiative in FY 2017-2018.

The Challenge module of the STAR platform was used in the Commuter Challenges of 2016 and 2017. Approximately 1,500 commuters registered and logged their commute trips during the 2-month 2017 campaign. Final statistics and survey results are still pending; however, early indications are that the level of engagement was much higher using the STAR platform than in prior years when commuters could participate in a much more passive manner.

More than 20 employer “networks” were activated to provide employer-specific results during the Challenge. Employer support and participation is the key to the long-term success of the platform. The Employer Outreach team will continue to recruit employers to create networks and the Commuter Programs team will provide the support and training.

Networks allow the parent organization (Commute.org) to create public and private networks that are managed by “network administrators” associated with companies, cities, or organizations. Each network has almost the set of full privileges available to the parent organization, but can limit access to their network to their own employees, members, etc. This allows employers to conduct their own campaigns, challenges, and rewards programs while generating detailed information about their employees’ commuting patterns and behaviors.

Ride Amigos has recently released a smart phone app to make the trip logging more automated. Commuters will be given the opportunity to use the app to log trips in FY 2017-2018 which should result in greater participation since most commuters prefer app-based logging to manually logging using a desktop module.

Commute.org will continue to develop and deploy training tools to expedite the adoption of the platform by organizations throughout the county. More analysis is necessary to determine if anything more than basic training and basic reporting, should be provided on a fee-for-service basis.

2. Guaranteed Ride Home (GRH) Program:

Commute.org has operated an Emergency Ride Home (ERH) program for more than a decade. The current program is employer-centric, which means that only those employees who work for participating employers are eligible to use the program. To expand the coverage of this important safeguard to more people, Commute.org has been revamping the existing program and launch a new Guaranteed Ride Home (GRH) program. This initiative was started in FY 2015-2016; however, due to issues with processing reimbursements, the project was put on hold and restarted late in FY 2016-2017.

The STAR platform is currently being tested for use as the GRH module. Commuters that log their alternative mode commutes will be eligible for up to four GRH trips per year with an individual trip and maximum dollar limit. Commuters will not use vouchers in the GRH program and will be able to choose from a wider variety of options for their trips. Upon completion of their GRH trip, commuters will submit reimbursement requests which will be reviewed for compliance with program rules and then reimbursement will be sent to the commuter.

The goal of the GRH program will be to cover all permanent full-time and permanent part-time employees who are employed within San Mateo County with eligibility being limited to those days when they do not drive alone to work. Participants will be required to register before using the program. The existing ERH program will remain in effect until the employers and property managers with whom the agency currently has a contract for the ERH program are converted to the new GRH program.

3. Triennial Commute Profile Survey

Commute.org conducts a detailed survey of San Mateo County commuters and residents every three years. The “Commute Profile” survey provides important information about the commute mode choices, commute patterns, effectiveness of incentives, employer participation rates, and a host of other data that provides the framework for Commute.org’s program of work.

In FY 2017-2018, Commute.org will conduct the detailed version of the commute profile survey with the assistance of a professional survey company. The survey will guide program development for the agency as well as provide valuable data for the agency’s program partners in San Mateo County.

4. Technology-based Transportation Projects and Partnerships

Commute.org has been participating in a variety of emerging technology projects focused on transportation issues over the past several years. The agency is committed to working with partners who use technology that can lead to the reduction in single-occupancy vehicle trips in San Mateo County. Projects/partners for FY 2017-2018 include: Scoop (app-based carpooling), Waze Carpool (app-based carpooling), Joint Venture Silicon Valley (JVSV) Fair Value Commuting project, and other technologies and partners that focus on the concept of mobility as a service (MaaS).

Program Area 1: Employer Outreach & Support Services

Program Area 1 – Working directly with employers to reduce peak period commute trips

1. Employer Outreach
2. Employer Support Services

Employer Outreach

Goal: Increase the adoption and use of commute alternative programs in San Mateo County.

Measures of effectiveness: a) compare mode splits of employers who offer Commute.org assistance versus employers who do not offer assistance – use triennial survey data as well as annual mode-split survey data; b) annually calculate peak period auto trips reduced, annual emissions reduced and participation in commuter alternative programs by employers participating in Commute.org programs.

Additional metrics: a) employer status measurements stratified by size; b) number of employees represented by employers in each status category; c) participation rates in programs as a percentage of total employers in San Mateo County by size and type.

Key Action Items:

1. Continue using the “Employer Commute Profile” surveys of employer commute benefits programs, barriers to success, and TDM needs for San Mateo County employers. The survey forms the basis for gathering data for a new employer-specific commuter benefits/program profile database. Survey data is published and presented in the fall/winter.
2. Provide ongoing outreach, guidance and consulting services to those San Mateo County based employers who have not yet complied with the Bay Area Commuter Benefits Program (Regulation 14, Rule 1). The regulation went into effect on April 1, 2014. The program became permanent in 2016, which provides staff with an important reason for employers to engage with the agency and with employers to become and stay compliant. This program has resulted in an increase in the number of “active” employers in the Commute.org database and should continue to do so.
3. Leverage the employer relationship to reach a large number of San Mateo County employees. This is one of the most essential functions that the Outreach Team performs. The Outreach Team actively uses direct marketing campaigns to target employer transportation coordinators (ETC’s) in an effort to get a deeper connection to those critical individuals.
4. Work with SamTrans, San Mateo County Transportation Authority, and C/CAG to support their respective mobility management goals as it relates to employers.
5. Build on the success of the “Breakfast with Transportation Champions” (2015), the “Reimagine the Commute” (2016), and the “Technology Energizes Alternative Commutes” (2017) events that engaged with transportation contacts at employers throughout San Mateo County. Staff will schedule and produce another event in winter 2018 that will further solidify the event as “the” annual symposium for ETC’s in San Mateo County.
6. Conduct targeted campaigns of small to medium sized employers to encourage employer consortiums to participate in commute alternative programs – use property managers, chambers of commerce and business organizations to reach these employers.
7. Promote the adoption of commuter-focused incentives (Carpool, Vanpool and Try Transit) at new-employee orientations, employee benefit meetings and employer transportation events.

8. Continue to support car share, bike share, and carpooling programs in JPA member cities. Additionally, the agency will continue to support and promote the “Connect” brand (e.g. Connect San Mateo, Connect Redwood City, Connect Foster City) with member cities that want to have city-specific transportation information on a unique web site.
9. Continue to build out the employer resource page on the Commute.org website. The goal is to have it be the essential “toolbox” for Employer Transportation Coordinators in San Mateo County.
10. Develop a set of training tools including webinars, videos, documents that will be used to train and support network administrators with the STAR platform. The tool already has a broad set of training videos that will need to be augmented with San Mateo County/Commute.org specific training.
11. Continue direct outreach to large employers in San Mateo County who do not currently work with Commute.org or existing employers who currently work with Commute.org to participate in innovative programs.
12. Coordinate with BAAQMD’s Spare the Air team to promote the “Great Race for Clean Air” campaign in San Mateo County (if it happens). This campaign focuses on getting employers to participate in a friendly competition with other employers to promote commute alternatives to their employees.

Employer Support Services

Goal: Provide employer support services, including the Emergency Ride Home Program, Bicycle Rack and Locker program and bicycle safety and training workshops. These programs are provided to overcome barriers to utilizing commute alternative programs.

Measures of Effectiveness: a) employer satisfaction with program delivery; b) feedback from employer participants.

Key Action Items:

1. The Emergency Ride Home Program (ERH) was to be phased out in the prior fiscal year; however, it is still in operation since the replacement project is still in pilot mode. ERH is a voucher-based system that is used by 60+ employers in San Mateo County. Those employers agree to pay for 25% of the cost of the rides taken by their employees. Vouchers allow the employees to use the program with no out-of-pocket cost to themselves. The new Guaranteed Ride Program (GRH) is focused directly on commuters and is reimbursement-based.
2. Provide employers and JPA members with an opportunity to participate in the bicycle rack and locker incentive program, providing incentives for the installation of bicycle lockers and/or racks. An updated application for reimbursement which is more restrictive is one of the factors that lead to a decrease in locker/rack incentives. The goal for FY 2017-2018 is to identify high quality opportunities for the limited budget that is being allocated to the program in FY 2017-2018 (\$20,000).
3. Coordinate bicycle safety and training workshops with employers at their worksites or through city or county entities by a certified bicycle safety instructor to provide rules of the road for cyclists, tips on buying a bicycle and bicycle maintenance instruction. Consider offering a second, more detailed course on bicycle maintenance.

Program Area 2 – Employer Based Shuttle Program

Employer Based Shuttle Program Development and Management

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

Objectives: a) expand financial participation by employers in consortium routes to reduce costs to other participating employers; b) increase ridership through employer promotion on existing shuttle routes and potential new shuttle routes to build ridership on SamTrans, Caltrain, BART and WETA by an average of 5% annually over a three-year period.

Measures of Effectiveness: a) achieve an overall cost per passenger that meets or exceeds the funders goal for commute-oriented shuttles (currently \$7.00/passenger) across Commute.org managed network of shuttles; b) achieve funders’ benchmark of 15 passengers per revenue hour for all commuter based shuttle services; c) attain high satisfaction rates in annual customer surveys; d) reduce total cost per ton of emission to below \$90,000 per ton.

Additional Metrics: a) take advantage of the service provider’s data/reporting to measure on-time performance and make route/schedule changes based on the data; b) gather rider satisfaction data using online tools/apps; c) measure and report on cost per passenger using public funding as the numerator; d) calculate and report on public/private funding ratios across all routes.

Key Action Items:

1. Promote the “Where’s My Shuttle?” tool on the Commute.org web site. The tool uses MV Transportation’s Timepoint Software to show close to real-time shuttle locations along all of the Commute.org managed routes.
2. Continue to work on Customer Service programs including after-hours and overflow phone service.
3. Work with shuttle vendor to move vehicles with higher passenger capacities to routes that have capacity issues at peak periods.
4. Prepare for the biennial Shuttle Call for Projects which will provide funding for the shuttles in FY18/19 and FY 19/20. The “Call” will take place in December/January timeframe.
5. Conduct shuttle monitoring checks to ensure vendor compliance with agency policies and procedures. Each route should be monitored at least quarterly. This target may grow as additional routes are added to Commute.org shuttle management program.
6. Participate in employer events and meetings to encourage shuttle ridership and ensure sustainability of the shuttle program.
7. Expand financial participation in consortium routes by bringing in more employers/partners on existing routes.

Program Area 3 - Working with Commuters to Explore and Utilize Alternative Transportation

1. Direct marketing and communication with commuters
2. Vanpool and carpool incentive program
3. Carpool to College incentive program
4. School Pool incentive program
5. Try Transit Incentive program
6. Bike to Work Day promotions

Direct Marketing and Communication with Commuters

Goal: Provide commute alternative information directly to commuters that travel to, through, or from San Mateo County so that they can make informed choices on commute options.

Measures of Effectiveness: a) gauge awareness of Commute.org and its programs in periodic general public surveys; b) number of commuters participating in Commute.org Commuter Club – agree to receive email communication from Commute.org:

Key Action Items:

1. Plan and implement media campaigns to broaden awareness of Commute.org and its programs including the STAR Platform. Collaborate with transit partners, on a new Try Transit campaign in FY 2017-2018 that builds on the ongoing “Rethink Your Commute” campaign.
2. Use a variety of media sources to reach commuters in San Mateo County. Commute.org develops an annual media plan that includes advertising and messaging across newspaper, online radio, online news sites, social media sites, public transit-oriented and high visibility public location advertising. The advertising is used to support specific programs and campaigns as well as general awareness of the agency and its available resources.
3. Agency staff uses the agency’s vehicle (Prius Hybrid) to travel to all events in the county. The vehicle is “wrapped” with a commuter-alternative theme and is highly visible to commuters.
4. Participate in San Mateo County Spare the Air Resource Team campaigns sponsored by BAAQMD to increase awareness of Commute.org and target San Mateo County commuters.
5. Develop, promote, and manage campaigns that directly target those who commute in or through San Mateo County. Use the Commuter Club email database to help promote the incentive campaigns and STAR Platform.
6. Continue to upgrade the user interface of the Commute.org site to increase its functionality, “stickiness”, and effectiveness with users.
7. Continue to evolve the mobile version of Commute.org, ensuring that the most relevant content is available for users on desktops, tablets and smart phones.
8. Continue to use media and video on Commute.org’s web site in our outreach efforts. Additional staff and third-party resources will be assigned and/or contracted to provide sufficient resources to this task to further expand our reach to a younger and more technically-oriented demographic.

Carpool and Vanpool Incentive Programs

Goal: Provide commuters with a direct incentive to try a carpool or vanpool.

Measures of Effectiveness: a) meet objective of increasing participation by 10% each year; b) meet objective of having a minimum of 70% of program participants continue their use of carpool or vanpool after incentive is provided.

Key Action Items:

1. Promote Carpool Incentives to commuters that carpool in a traditional mode at least two days per week for eight weeks. This is promoted through employers, colleges and directly to commuters at employer fairs and on the Commute.org website.
2. Promote Carpool Incentives providing incentives to commuters that use dynamic and/or app-based carpooling. Use similar criteria to reward commuters who shift modes to carpooling using one or more of the apps (e.g. Scoop and Waze Carpool). The incentive is offered on a one-time basis and requires the commuter to provide verification from the app provider.
3. Promote the Vanpool Incentive Program providing \$500 for vanpool drivers who drive a vanpool for six months and three-month subsidy for vanpool passenger costs up to \$100 per month for those who ride in a vanpool for three months. Work with 511.org and other vanpool advocacy groups to fill vacant seats in currently running vanpools.
4. Continue to provide support and resources for the Regional Rideshare Program team that focuses on carpooling throughout the Bay Area. Commute.org partners with the team when projects involve San Mateo County or employers that have at least one location in the county.
5. Conduct post-incentive survey of carpool and vanpool incentive participants to determine if they are continuing to utilize the commute alternative.

Carpool to College Incentive Program

Goal: Increase the market penetration of schools and students participating in the Carpool to College Program; and, ensure that all community and private colleges in San Mateo County are partnering with Commute.org on the Carpool to College program

Measure of Effectiveness: Annually calculate peak period commute trips reduced, annual emissions reduced, and participation in commute alternatives by schools participating in Commute.org programs.

Key Action Items:

1. Partner with colleges in the county to promote the Carpool to College program for students carpooling to college with either the traditional or app-based modes. The program has been promoted at the three San Mateo Community College Districts campuses – Canada College, Skyline College and College of San Mateo.
2. Commute.org will continue to use social media, web-based marketing and video to promote the Carpool to College program. This program will lead to a reduction in single occupant vehicle trips in the county and encourage a long-term change in the commute patterns of college students in San Mateo County.

School Pool Incentive Program

1. The School Pool program has been suspended since FY 2015-2016 due to its low performance and lack of partner interest.
2. The STAR Platform has a School Pool module that has been successfully deployed in numerous regions in the United States. The module was developed in coordination with a major school district in Denver that has a long history of successful School Pool programming.
3. Commute.org staff has presented the tool to several schools and school districts in San Mateo County, but none have agreed to deploy the tool yet. Since the School Pool module is included in the license fee for the Ride Amigos software, Commute.org will continue to make it available and will provide deployment assistance.

Try Transit Incentive Program

Goal: Increase ridership on Caltrain, SamTrans, BART, and WETA's SSF Ferry.

Measure of Effectiveness for Incentive Programs: a) track the annual number of program participants by program; b) continue follow-up surveys to measure changes in travel behavior and annually track reduction in peak period commute trips, vehicle miles travelled and emissions reduction.

Key Action Items:

1. Promote the Try Transit program to potential riders who currently drive alone. Provide program information to employer ETC's and directly to commuters at employer fairs, and via the Commute.org web site. In FY 2017-2018, the agency will continue with the direct mail campaign that targets specific San Mateo County residents (those who live near transit stations) since the campaign has resulted in significant increases in applications for the program over the past 18 months.
2. Conduct surveys of incentive participants to determine if they are continuing to take transit on a regular basis after receiving the incentives.
3. Produce annual report to transit agencies and secure new tickets to continue program with partnering agencies.
4. Build upon the success of the 2017 Commuter Challenge campaign to capture an even larger segment of the commute population. The spring campaign has been a primary way that Commute.org promotes transit alternatives to the people who commute to, through or within the county. Engage prior recipients of Try Transit incentives through the use of social media, surveys, and contests. By engaging with these participants we will keep the commute alternatives message in front of them and will be able to learn from their experiences with the agency and their commutes.

Bike to Work Day

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

Measures of Effectiveness: Results are developed at the regional level. Commute.org will include the San Mateo County results in their Annual Report.

Key Action Items:

1. Function as the county-wide coordinator for Bike to Work Day. Coordination entails: Recruiting and managing volunteers to staff the Energizer Stations; organizing and supplying the handouts for participants; promoting the event through employers, cities, organizations, agencies, and the media; working with the region-wide event coordinator (Silicon Valley Bicycle Coalition); and keeping statistics on the event participation.
2. Promote Bike to Work Day to employees in San Mateo County with a goal of increasing participation on Bike to Work Day by 10%. Advertising, as part of Commute.org's annual Media Plan, will be conducted through print, online, and social media outlets.
3. Continue to recruit and support the employers, non-profits, cities and other groups that volunteer to set-up and staff Energizer Stations in San Mateo County. Visit as many Energizer Stations as possible on BTWD to thank volunteers and ensure compliance with station procedures.

Program Area 4 - Working with Public and Private Partners to Collaboratively Develop New Resources and Tools to Expand Transportation Alternatives

1. Funding and Resource Development
2. Development of Community-Based Mobility Services
3. Community Facilitation of Transportation Alternatives

Funding and Resource Development

Goals: a) Retain existing funding sources through successful project delivery; b) seek additional funding to address identified needs and plans developed in collaboration with SMCTA and C/CAG.

Objectives: a) work with partners to ensure 100% sustainability of existing funding; b) expand funding to meet identified needs and priorities; c) develop new partnerships.

Measures of Effectiveness: a) sustainability of existing funding resources; b) amount of additional new financial and other resources generated each year.

Key Action Items:

1. Ensure that Commute.org is the recognized funding partner to implement employer-based initiatives on behalf of other transit partners in San Mateo County.
2. Participate in the San Mateo County Transportation Authority's proposed research project that will help determine future TDM projects in San Mateo County.
3. Expand financial participation by employers in consortium routes by 5% annually. Additional participation lowers the cost for all participants and helps to ensure the sustainability of the shuttle program.

4. Build the “Connect, [City Name]!” brand as a way to promote TDM strategies in San Mateo County cities. Commute.org has registered the following domains:
 - a. ConnectRedwoodCity.com / .org ~ live
 - b. ConnectSanMateo.com / .org ~ live
 - c. ConnectFosterCity.com / .org ~ live
 - d. ConnectSanMateoCounty.com / .org
 - e. ConnectSFO.com / .org
5. Continue to provide managerial support to the San Mateo Rail Corridor TMA. Since FY 2010-2011, Commute.org has aided the TMA to help them get established as a stand-alone non-profit (501(c)(4)) organization that will provide services to its members in and around the Bay Meadows development area.
6. Use the experience with the San Mateo Rail Corridor TMA to assist other cities and business districts on TDM program development.

Development of Community-Based Mobility Services

Goal: Implementation of future community-based shuttles should be based on direct collaboration with SMCTA and a prioritized needs assessment.

Objective: Focus agency efforts on first/last mile shuttles serving transit hubs. The inclusion of residential areas and community centers in commuter-based shuttles during peak commute hours is in keeping with Commute.org’s mission and is achievable with existing agency resources.

Key Action Items:

1. Continue to implement the action items recommended in the Shuttle Business Practices Study with a focus on determining the most effective and efficient methods for the various transportation-related agencies to provide shuttle services in the county.
2. Work with cities and community organizations that operate community shuttle projects to help them understand the keys to success. Serve as an advisor of best practices when it comes to questions they may have through the application and development process.
3. Assist cities and community organizations with their new routes that received funding from the San Mateo County Shuttle Program Call for Projects. Assistance may include route design, vendor coordination, shuttle monitoring, and general technical assistance.

Program Area 5 - Strengthening the Organization Capacity of the Agency to Achieve Its Goals

1. Finance and Budget
2. Governance
3. Administration and Business Practices
4. Communication

Finance and Budget

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

Key Action Items:

1. Fiscal Agent migration. After 20+ years, the City of Daly City will no longer be the agency's fiscal agent. A new, yet undetermined, fiscal agent will be named in the new fiscal year. Staff will work closely with the existing and new fiscal agents to ensure a smooth transition.
2. Review all activities and programs to determine those that are most effective and those that are underperforming based on performance measurements adopted.
3. Evaluate each organizational activity for cost effectiveness as measured by Performance Measures recommended in Program Areas 1 thru 4.
4. Adjust the budget to match Commute.org's role and responsibility of the county-wide shuttle program – as changes necessitate.
5. Eliminate activities and programs that are dramatically underutilized and/or provide little substantial effect on the organizational mission.

Governance

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

Key Action Items:

1. Accountability and Transparency Initiative (carried forward from FY 2016-2017):
 - a. As part of Commute.org's commitment to achieving a culture of accountability and transparency, it will develop and publish an "Accountability Kit" that contains board approved permanent governance documents.
 - b. The Board will formally approve amendments to specific documents as required, and make an annual resolution approving the accountability documents in their entirety as representative of the prevailing governance practices of Commute.org.
 - c. In conjunction with the annual Board resolution, all Directors and Supervisory Committee members will review the accountability documents and acknowledge their understanding, and execute the Conflict of Interest form.

- d. Annually, the Executive Director will conduct an orientation session for all employees on the Organization's commitment to and implementation of accountability and transparency.
 - e. New employees, as part of their orientation will be required to review the accountability documents either in printed form or on Commute.org's website and acknowledge their understanding. Further, employees who are in management positions will execute the Conflict of Interest form.
2. Update agency by-laws, as necessary, to align with the agency's structure and mission. The by-laws received a thorough review resulting in updates that were adopted in FY 2014-2015; therefore, only minor changes are anticipated for the current fiscal year.
 3. Comply with all county and state-mandated reporting and transparency initiatives.
 4. Conduct orientation for new Board and Supervisory Committee members following the first Board meeting after new Board members have been appointed.
 5. Expand use of existing program participant database to solicit feedback from each of Commute.org's key constituency groups. Use surveys, social media tools and focus groups to understand needs and concerns.

Administration and Business Practices

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

Key Action Items:

1. Review and update the Emergency/Disaster Planning documents to reflect changes in the agency's location, scope of work, and other factors. Commute.org's role as a provider of public transportation necessitates continual review and refinement of emergency plans.
2. 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.
3. Work with Supervisory Chair and staff department managers to review/update employee wellness program, leadership development and succession plan and potential opportunities to develop grant applications that have an environmental or energy technology component.
4. Have all staff participate in a Network Security Training course provided by the IT services and support vendor.
5. Implement a secondary, off-site (cloud-based) data backup procedure.
6. Find partners to jointly develop grant proposals for funding implementation of cutting edge environmental and energy technologies.

Communication

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

Key Action Items:

1. Publish an Annual Report that can be used to showcase the efforts of the agency and serve as a “call to action” document for municipalities and employers in San Mateo County.
2. Ensure that the FY 2017-2018 marketing campaign work across all program areas such that Commute.org’s message appears seamless to all constituents.
3. Use the agency’s website, www.commute.org, to provide information about all transportation alternatives in San Mateo County, provide shuttle riders with schedule and route information, provide real-time tracking of shuttles, provide information updates on San Mateo County commute conditions, provide employers with access to the commute alternative planning tools and services provided by the Project Sponsor and its partner agencies, and provide links to the websites of our partner agencies and other Bay Area transportation providers.
4. Use a variety of marketing techniques to promote, encourage, and sustain non-drive alone commute alternatives. Marketing includes traditional print and direct mail pieces as well as digital marketing on streaming radio, search engines, web sites, etc. Social media is an increasingly important element of the agency’s marketing efforts with campaigns on Facebook, Twitter, Instagram, YouTube, LinkedIn and other social media outlets.
5. Provide phone support about general information relating to transportation alternatives to driving alone, including HOV, Public Transit, Shuttles, and Park-and-Ride facility information to callers who call (650) 588-8170 or (650) 588-1600.

Board of Directors Consent Agenda Item #D

DATE: June 15, 2017

TO: Commute.org Board of Directors

FR: John Ford, Executive Director

SUBJ: Funding Agreement with C/CAG for Countywide Voluntary Trip Reduction Program

INTRODUCTION

Presenting to the board for acceptance the funding agreement with C/CAG for the Transportation Fund for Clean Air (TFCA) Program to provide the Countywide Voluntary Trip Reduction Program for FY 2017-2018.

BACKGROUND

C/CAG's board of directors approved the funding agreement at their June 8, 2017 meeting. The TFCA funds are derived from a Vehicle Registration Fee surcharge provided to C/CAG by the Bay Area Air Quality Management District (BAAQMD). C/CAG acts as the Program Manager for the TFCA program in San Mateo County. The approved funding agreement calls for funding in the amount of \$600,000 to support Commute.org's program of work related to reducing the number of single occupant vehicle trips in San Mateo County.

ACTION

Chair Gee requests discussion and/or acceptance of the funding agreement.

FISCAL YEAR 2017-2018 TFCA FUNDING AGREEMENT
BETWEEN
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND
COMMUTE.ORG

This 2017-2018 TFCA Funding Agreement (“Agreement”) effective as of July 1, 2017 (“Effective Date”) is made and entered into between the City/County Association of Governments or C/CAG, a joint powers agency hereinafter referred to as "Program Manager," and Commute.org, a joint powers authority, hereinafter referred to as "Project Sponsor".

SECTION I

RECITALS:

- 1) The Bay Area Air Quality Management District, hereinafter referred to as "Air District" is authorized under Health and Safety code Section 44223 and 44225 to levy a fee on motor vehicles. Funds generated by the fee are referred to as the Transportation Fund for Clean Air (TFCA) and are used to implement projects to reduce air pollution from motor vehicles.
- 2) Health and Safety Code Section 44241 limits expenditure of collected revenues to specified transportation control measures included in the plan adopted by the Air District pursuant to Health and Safety Code Sections 40233 and 40717 and limits the allocation of the funds to public agencies within the Air District's jurisdiction.
- 3) Health and Safety Code Section 44241(d) stipulates that forty (40) percent of funds generated within a county where the fee is in effect shall be allocated by the Air District to one or more public agencies designated to receive the funds.
- 4) The Air District has been notified, in a communication dated July 29, 1992, that the Program Manager is the duly authorized recipient of forty (40) percent of the funds collected in San Mateo County, and has been so designated by resolutions adopted by the San Mateo County Board of Supervisors and by the City Councils of a majority of the cities representing a majority of the population in the incorporated area of the county. The resolutions specify the terms and conditions for the expenditure of funds by the Program Manager.
- 5) The role of the Program Manager is to administer the Transportation Fund for Clean Air (TFCA) County Program Manager funds. This includes the preparation of an expenditure plan for approval by the C/CAG Board of Directors and the Air District Board of Directors, project sponsor oversight, preparation and submittal of the Funding Status and Final reports and TFCA County Program Manager fund audit support.
- 6) On May 11, 2017, the Program Manager approved projects for TFCA funding including

\$600,000 to fund the Countywide Voluntary Trip Reduction Program for Fiscal Year 2017-2018 as set forth in Attachment A and incorporated herein (hereinafter referred to as "Project").

- 7) The Program Manager and Project Sponsor, pursuant to Health and Safety Code Section 44241, hereby enter into this Agreement to implement the Project to improve air quality in the San Francisco Bay Area Air Basin.

SECTION II

PROJECT SPONSOR AGREES:

- 1) To apply all funds received under this Agreement to the Project, consistent with the mutually agreed to terms and conditions contained in this Agreement.
- 2) To maintain, at all times during the term of this Agreement, a separate account or sub-ledger for all funds received under this Agreement and to withdraw funds from this separate account.
- 3) To maintain, or cause to be maintained adequate records to document and demonstrate to the Program Manager, Air District staff and auditors the receipt and expenditures of TFCA funds.
- 4) To allow the Program Manager and the Air District to audit all expenditures relating to the project funded through this Agreement. For the duration of the project as described in Attachment A and for five (5) years following completion of the Project, Project Sponsor will make available to the Program Manager, Air District staff, or to an independent auditor selected by the Air District all records relating to Project performance and expenses incurred in implementing the Project.
- 5) To maintain employee time sheets documenting those hourly labor costs incurred in the implementation of the Project, which are paid with funds received under this Agreement, or to establish an alternative method to document staff costs charged to the Project.
- 6) All TFCA funds allocated to Project Sponsor will be distributed on a cost reimbursement basis, on the basis of documented legitimate expenditures for the intended purpose of the Project. Legitimate documented expenditures shall be defined as those described in Attachment B and incorporated herein. Costs will be reimbursed only to the amount of the TFCA funds authorized by this Agreement. In no event shall the Program Manager be required to provide any funding to the Project Sponsor under this Agreement unless such funds are first provided to the Program Manager by the Air District.
- 7) To keep necessary records of the performance of the Project in order to expedite evaluation of emissions reductions achieved from implementation of the Project.
- 8) To submit reports to the Program Manager as follows:

- a) Annual Report: The Project Sponsor shall submit an annual report to the Program Manager within (4) months of the end of each fiscal year which itemizes (a) the expenditure of the funds, (b) progress to date in the implementation of the Project and (c) the results of the monitoring of the performance of the Project. The Program Manager shall submit the annual reports on Air District-approved report forms annually until the Project is completed.
- 9) To use both the Air District's and C/CAG's approved logos for the TFCA project implemented directly by the Project Sponsor under this Agreement, as specified below:
 - a) the logo will be used on signs posted at the site of any construction;
 - b) the logo will be displayed on any vehicles operated with or obtained as part of the Project;
 - c) the logo will be used on any public information material relating to a Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps and other promotional materials; and
 - d) Project Sponsor will demonstrate to the Program Manager through photographs of vehicles and copies of press releases that Air District and C/CAG logos are used and displayed as required.
- 10) To acknowledge the Air District as a funding source in any related articles, news releases or other publicity materials for the Project which are implemented directly by the Project Sponsor.
- 11) Project Sponsor shall provide Program Manager certificates and/or other evidence of the insurance coverage required below. Project Sponsor shall obtain and maintain in full force and effect insurance as set forth below. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.
 - a) Liability insurance with a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor and to the operation of the vehicles, vessels, engines, or equipment operated by the Project Sponsor.
 - b) Property insurance in an amount of not less than the insurable value of Project Sponsor's vehicles, vessels, engines or equipment funded under the Agreement and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.
- 12) All funds received under this Agreement shall be expended only in accordance with all applicable provisions of the law for the project that is implemented directly by the Project Sponsor.

- 13) To return to the Program Manager all funds that are not expended in accordance with applicable provisions of law.
- 14) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 et seq.), to place in the public domain any software, written document, or other product developed with funds received through this Agreement.
- 15) If TFCA funds are used for the purchase of any vehicle(s), Project Sponsor must either obtain approval from the Program Manager for alternative use of the vehicle(s) or return to the Program Manager any funds realized from the sale of any vehicle(s) purchased with TFCA funds if such reuse or sale occurs within the industry standards for the useful life from the date of purchase of the vehicle(s). The amount of funds returned to the Program Manager shall be proportional to the percentage of TFCA funds originally used to purchase the vehicle(s).
- 16) Project Sponsor will complete the Project by June 30, 2018.
- 17) Project Sponsor must sign this Agreement within sixty (60) days after the Program Manager has transmitted it to them in order to remain eligible for the granted TFCA funds. Program Manager may grant a one-time extension of thirty (30) days to the applicant for just cause.
- 18) Unless authorized by the Program Manager, if no status reports and/or reimbursement requests are received from the Project Sponsor within one (1) year from the date of execution of the Agreement the Project will be considered for cancellation and the funds reprogrammed.

SECTION III

PROGRAM MANAGER AGREES:

- 1) To distribute TFCA funds allocated to the Project Sponsor only on a cost reimbursement basis, on the basis of documented legitimate expenditures for the intended purpose of the Project. Costs will be reimbursed only to the amount of the TFCA funds authorized by this Agreement. In no event shall the Program Manager be required to provide any funding to the Project Sponsor under this Agreement unless such funds are first provided to the Program Manager by the Air District.
- 2) To reimburse costs from the execution of this Agreement through June 30, 2018.
- 3) To provide timely notice prior to conducting an audit.
- 4) To provide the Project Sponsor, and any other requesting party, a copy of the fiscal and performance audits as specified in Section 44242 of the Health and Safety Code.

- 5) To provide the Project Sponsor with all Project Sponsor reporting forms required for the Project Sponsor to submit pursuant to this Agreement, including the Semi-Annual Funding Status Report and Annual Report required pursuant to Section II.8 above.

SECTION IV

IT IS MUTUALLY AGREED:

- 1) Term: This Agreement will remain in effect for three (3) years after the completion of the Project, unless it is terminated as provided below.
- 2) Termination: Either party may terminate this Agreement at any time by giving written notice of termination to the other party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at least ninety (90) days before the effective date of such termination. This Agreement will also terminate at the end of the fiscal year during which the City/County Association of Government loses designation as Program Manager for San Mateo County.
- 3) Indemnity: Project Sponsor shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the project or operation or use of the equipment that is subject to this Agreement. Project Sponsor shall indemnify and hold harmless the Program Manager, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the Project or operation or use of the equipment that is subject to this Agreement. Program Manager shall indemnify and save harmless the Project Sponsor from all claims, suits or actions resulting from the performance by Program Manager of its duties under this Agreement. In the event that, for any reason other than Program Manager's sole misconduct, the Air District seeks return of funds already distributed to the Project Sponsor pursuant to this Agreement, the Project Sponsor shall indemnify and reimburse the Program Manager in the amount the Program Manager is required to return to the Air District under the funding Agreement between the Program Manager and the Air District.
- 4) Notices: Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the address set forth below, or to such addresses which may be specified in writing to the parties hereto.

John Ford
Commute.org
400 Oyster Point Blvd, Suite 409
South San Francisco, CA 94080
650-588-8170

John Hoang
City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063
650-363-4105

- 5) Additional Acts and Documents: Each party agrees to do all things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
- 6) Integration: This Agreement represents the entire agreement of the parties with respect to the funds initially allocated to be spent in FY 2017-2018 described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 7) Amendment: This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of the Agreement shall be void and of no effect. Any change in the project scope shall constitute an amendment under this Agreement.
- 8) Independent Contractor: Project Sponsor renders its services under this Agreement as an independent contractor. None of the Project Sponsor's agents or employees shall be agents or employees of the Program Manager. This paragraph does not apply to elected officials serving concurrently on the governing boards of the Project Sponsor, Program Manager or the Air District.
- 9) Assignment: This Agreement may not be assigned, transferred, hypothecated, or pledged by any party without express written consent of the other party.
- 10) Severability: Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, reasonably be interpreted to reflect the intentions of the parties.
- 11) Force Majeure: Neither the Project Sponsor nor the Program Manager shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Project Sponsor or Program Manager.

- 12) Governing Law: This Agreement shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Project Sponsor and Program Manager have entered into this 2017-2018 TFCA Funding Agreements of the Effective Date set forth above.

FOR PROJECT SPONSOR:

By: _____
Jeffrey Gee, Chair
Commute.org

Approved as to form:

By: _____
Commute.org
Legal Counsel

FOR PROGRAM MANAGER:

By: _____
Alicia C. Aguirre, Chair
City/County Association of Governments

Approved as to form:

By: _____
C/CAG Legal Counsel

ATTACHMENT A

COUNTYWIDE VOLUNTARY TRIP REDUCTION PROGRAM PROJECT INFORMATION

- A. Project Number: 18SM01
- B. Project Title: Countywide Voluntary Trip Reduction Program
- C. TFCA Program Manager Funds Allocated: \$600,000
- D. TFCA Regional Funds Awarded (if applicable):\$_____
- E. Total TFCA Funds Allocated (sum of C and D):\$600,000
- F. Total Project Cost: \$ 1,638,500
Indicate the TFCA dollars allocated (C, D and E) and total project cost (F). Data from Line E (Total TFCA Funds) should be used to calculate C-E.
- G. Project Description:

Commute.org (the “Project Sponsor”) provides Transportation Demand Management (TDM) programs in San Mateo County as part of a region wide network of TDM services provided in collaboration and partnership with the Regional Rideshare Program, 511 Contra Costa, San Francisco’s Office of the Environment, Solano Napa Commuter Information, and various transportation agencies in the Bay Area to encourage use of transportation alternatives such as carpools, vanpools and transit. Efforts are targeted primarily at commute trips.

Project Sponsor will use TFCA funds to complete specific activities as described below:

- Employer Based Shuttle Program Development and Management: a) continue to provide safe and reliable employer based shuttle services between employment sites and public transit stations (Caltrain, BART, San Francisco Bay Ferry); b) continue to work with existing and new private-sector partners (“consortiums”) to attract and retain additional ridership; c) maximize satisfaction of shuttle consortiums and their employees and residents; d) provide employers, property managers, and multi-tenant residential communities shuttle services that are financially sustainable in a cost effective manner that do not duplicate existing fixed route services.
- Employer Outreach: Project Sponsor conducts marketing and outreach to employer work sites in San Mateo County providing commuter benefits consulting services to encourage employers to provide alternative commute benefits or programs to their employees. San Mateo County employers will also be encouraged to utilize the agency’s transportation demand management software platform (“STAR”) to provide their employees with ridematching, trip logging, trip planning, and gamification tools that will encourage and measure mode shift from drive-alone to alternative commute modes.

- Commuter Outreach: Project Sponsor also reaches commuters directly as opposed to through their employers. Direct commuter outreach includes residential and community marketing, contests, and communications.
- Incentive Programs:
 - Project Sponsor provides a “New Carpooler Commuter Incentive.” Drive-alone commuters, who live in, work in, go to school in, and/or commute through San Mateo County and who make at least 15 carpooling trips over a two-month period are eligible to receive an incentive of up to \$50 per participant.
 - Project Sponsor provides a “New Vanpooler Rider Incentive.” Drive-alone commuters, who live in, work in and/or commute through San Mateo County and who switch to vanpooling to work are eligible to receive a financial incentive of up to \$100 per month for three months after the first three months of participating in a vanpool as a passenger.
 - Project Sponsor provides a “Vanpool Driver Incentive.” Drivers of vanpools originating in or destined for San Mateo County who keep their vanpools operating for six months as the driver are eligible to receive a financial incentive of up to \$500 per driver.
 - Project Sponsor provides a “Try Transit Program.” Commuters, who live in, work in and/or commute through San Mateo County can try transit for free by applying for free transit tickets provided by transit agencies in San Mateo County and neighboring partner agencies in surrounding counties.
 - Project Sponsor conducts an annual “Commuter Challenge” in April and May, Commuters, who live in, work in and/or commute through San Mateo County are encouraged to use commute alternatives including public transit, carpools, vanpools, bicycling or walking during the two-month campaign period. Participants who meet the campaign requirements and register in the Commuter Connections database are eligible for weekly prize drawings and grand prizes (selected randomly from qualified entries).
 - Project Sponsor uses the STAR platform to reward non-drive alone commuters with a variety of contests, prize drawings, and challenges throughout the year. The commuters become eligible by logging their commute trips, responding to surveys, engaging in social media activities promoting alternative modes, and earning badges/rewards in the platform.
- Project Sponsor provides an “Emergency Ride Home Program.” Any eligible commuter to San Mateo County who carpools, vanpools, or takes transit to work may receive a taxi voucher or reimbursement of up to 75% of the cost of a taxi, TNC, or 24-hour rental car in case of emergency during the work day. Participating employers contribute 25% plus any amount over the program threshold of the cost of the emergency ride.
- Project Sponsor also provides a “Guaranteed Ride Home Program” for commuters that use the STAR platform. Anyone who works in San Mateo County will be eligible to register for the program. If, on a day when the employee uses a non-drive alone commute alternative, they have an emergency, then they will be eligible for up to 100% reimbursement of their transportation expenses (subject to program rules and

regulations). This program is currently in pilot phase and will be adjusted as necessary to make it as effective as possible while being mindful of the expenditures.

- **Bike Parking Incentives.** In an effort to encourage San Mateo County employers and municipalities to support and encourage bicycling to the work place the Project Sponsor offers bicycle parking incentives. The Project Sponsor provides a 50% match for the cost of purchasing and installing bike parking facilities up to \$500 per unit. The applicant purchases and installs the bicycle parking and then submits an application for reimbursement. Award of the incentives is subject to program rules and regulations which includes a commitment from the applicant to maintain the units.
- **Project Sponsor provides a “Commuter Bike Safety Training Program.”** Employers in San Mateo County can coordinate with Project Sponsor to provide on-site bicycle safety training seminars for employees. A certified bicycle trainer is provided at no cost to the employer to instruct employees on a wide range of topics that encourage safe cycling. In addition to the seminars, the Project Sponsor produces bicycle safety handbooks (available in both English and Spanish) and co-produces a bicycle map of San Mateo County.
- **Website:** Project Sponsor has a website, www.commute.org that provides information about all transportation alternatives in San Mateo County, provides shuttle riders with schedule and route information, provides real-time tracking of shuttles, provides information updates on San Mateo County commute conditions, provides employers with access to the commute alternative planning tools and services provided by the Project Sponsor and its partner agencies, and provides links to the websites of our partner agencies and other Bay Area transportation providers.
- **Marketing:** Project Sponsor uses a variety of marketing techniques to promote, encourage, and sustain non-drive alone commute alternatives. Marketing includes traditional print and direct mail pieces as well as digital marketing on streaming radio, search engines, web sites, etc. Social media is an increasingly important element of the Project Sponsor’s marketing efforts with campaigns on Facebook, Twitter, Instagram, YouTube, LinkedIn and other social media outlets.
- **Phone Support:** Project Sponsor provides general information about transportation alternatives to driving alone, including HOV, Public Transit, Shuttles, and Park-and-Ride facility information to callers who call (650) 588-8170 or (650) 588-1600.

H. Final Report Content: Final Report form and final Cost Effectiveness Worksheet *Form 1 – Ridesharing, Shuttles, Transit Information, Rail/Bus Integration, Smart Growth, and Traffic Calming Projects. (Includes Transit Bus Signal Priority.)*

ATTACHMENT B

GUIDELINES FOR ELIGIBLE TFCA REIMBURSABLE COSTS

The Transportation Fund for Clean Air (TFCA) enabling legislation allows the vehicle registration fees collected for the program to be used for project implementation costs, as well as administrative project costs. This attachment provides guidance on differentiating and reporting these costs. The Air District will use the definitions and interpretations discussed below in the financial accounting of the TFCA program. The Air District conducts audits on TFCA-funded projects to ensure that the funds have been spent in accordance with the program guidelines and policies.

Project Implementation Costs

Project implementation costs are charges associated with implementing a TFCA-funded project including:

- Documented hourly labor charges (salaries, wages, and benefits) directly and solely related to implementation of the TFCA project,
- Capital costs,
- Capital equipment installation costs,
- Equipment maintenance costs,
- Shuttle driver labor costs,
- Labor costs related to capital purchases,
- Operator or personnel training directly related to project implementation,
- Contractor labor charges related to the TFCA project, and
- Travel and training costs only if these costs are directly related to the implementation of the TFCA-funded project (e.g., the cost of training mechanics to service TFCA-funded natural gas clean air vehicles).

The Project Sponsor may seek reimbursement for these costs by providing proper documentation with project invoices. Such documentation must show how the project implementation costs were calculated, for example, by listing the date when the hours were worked, employee job title, employee hourly pay rates, tasks, and total charges. Documentation of hourly charges may be provided with time sheets or any other generally accepted accounting method to allocate and document staff time.

Board of Directors Consent Agenda Item #E

DATE: June 15, 2017

TO: Commute.org Board of Directors

FR: John Ford, Executive Director

SUBJ: Funding Agreement with C/CAG for Regional Carpool Program Complementary Activities

INTRODUCTION

Presenting to the board for acceptance the funding agreement with C/CAG for the Regional Carpool Program Complementary Activities for the period beginning December 8, 2016 and ending on June 30, 2018.

BACKGROUND

C/CAG's board of directors approved the funding agreement at their December 8, 2016 meeting. The funds are provided by the Metropolitan Transportation Commission (MTC) and C/CAG executes a funding agreement with Commute.org to provide the services. A scope of work has been agreed upon and Commute.org has until March 31, 2018 to expend the \$70,000 in funding to deliver the services outlined in the agreement.

ACTION

Chair Gee requests discussion and/or acceptance of the funding agreement.

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND PENINSULA
TRAFFIC CONGESTION RELIEF ALLIANCE (COMMUTE.ORG) FOR
THE REGIONAL CARPOOL PROGRAM COMPLEMENTARY
ACTIVITIES**

This Agreement, effective **December 8, 2016**, 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 Attachment A attached hereto and by this reference made a part hereof.
2. **Payments.** Eligible costs shall be those set forth in the Office of Management and Budget (OMB) Circular No. A-87, Revised, "Cost Principles Applicable for State, Local and Indian Tribal Governments." In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Attachment A, C/CAG shall make payment to Commute.org as follows. Commute.org shall submit to C/CAG quarterly invoices in a total contract amount not to exceed seventy thousand dollars (\$70,000). 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 December 8, 2016 and shall terminate on June 30, 2018. All funds shall be expended by March 31, 2018; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination shall be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.

6. **Records and Audits.**

A. **Records.** Commute.org agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. Commute.org further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years from submission of final expenditure report; four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer. Copies of Commute.org's audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close:

B. **Audits.** Commute.org further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that MTC, or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above. The term "subcontract" as used in this clause excludes agreements not exceeding \$25,000.

Commute.org agrees to grant C/CAG, MTC, the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives access to the Commute.org's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Section A, above. Commute.org shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. If, as a result of any audit, it is determined by the auditor that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, Commute.org agrees to reimburse C/CAG for those costs within sixty (60) days of written notification by C/CAG.

Commute.org further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subcontractor agrees that MTC, the U.S. DOT,

FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above.

C. Travel and Subsistence Costs. Reimbursement of Commute.org travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e., non-represented employees).

7. **Title VI of the Civil Rights Act of 1964.** Commute.org agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the DOT issued thereunder (49 C.P.R. Part 21), which are incorporated herein by reference. Commute.org, also called “AGENCY” and “CONSULTANT” further agrees to comply with the provisions of Attachments B, Fair Employment Practices, C, Nondiscrimination Assurances, and D, State Department of Transportation Requirements, which are attached hereto and incorporated herein by this reference.
8. **Compliance with Laws.** Commute.org shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement. Circular 4220.78 of the Federal Transit Administration (FTA), 49 CFR Part 18, and the Federal Transit Administration Master Agreement (Form FTA MA(11), October I,2004) are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. Those requirements imposed upon C/CAG as "Recipient" are hereby imposed upon Commute.org, and those rights reserved by DOT, FTA or Government are hereby reserved by C/CAG.
9. **Identification of Documents.** All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed through a grant from the U.S. Department of Transportation and the Federal Highway Administration. Content of this report does not necessarily reflect the official views or policy of the U.S. Department of Transportation."

C/CAG, MTC and the federal funding agencies shall have the right to reproduce, publish or otherwise use, and authorize others to use, the information developed from federally funded projects.
10. **Hold Harmless/Indemnity.** Commute.org shall indemnify and save harmless C/CAG, its officers, directors, employees, and servants from all claims, suits, damages or actions of every name, kind, and description, arising from Commute.org's performance, or failure

to perform under this Agreement.

- A. The duty of the Commute.org to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- B. The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.

11. **Insurance.** Commute.org or its subcontractors performing the services on behalf of Commute.org shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Commute.org shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Commute.org's coverage to include the contractual liability assumed by Commute.org pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: Commute.org shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance. Commute.org shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Commute.org, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by Commute.org or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ 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.

12. **Non-discrimination.** Commute.org and its subcontractors performing the services on behalf of Commute.org shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
13. **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.
14. **Substitutions.** If particular people are identified in Attachment A 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.
15. **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.
16. **Access to Records.** C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Commute.org which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

Commute.org agrees to grant C/CAG, or any agency that provides C/CAG with funds for the Project, including but not limited to, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, and their authorized representatives access to Commute.org's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection during normal

business hours at any time while the Project is underway and for the retention period specified in Article 6.

Commute.org further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that C/CAG, the Metropolitan Transportation Commission (MTC), the U.S. Department of Transportation, FHWA, the Controller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "subcontract" as used in this clause excludes agreements not exceeding \$25,000.

Commute.org shall maintain all required records for three years after C/CAG makes final payments or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, in accordance with generally accepted accounting principles.

17. **Rights in Data.** The United States Department of Transportation reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any work developed under the Agreement, irrespective of whether a copyright has been obtained.
18. **Lobbying.** Commute.org agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.
19. **State Energy Conservation Plan.** Commute.org shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).
20. **Clean Air and Water Pollution Acts.** Commute.org agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), Executive Order 71138, and Environmental Protection Agency regulations (40 CFR Part 15).
21. **Merger Clause.** This Agreement, including Attachments A-D 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.
22. **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 Regional Carpool Program Complementary Activities on the day and year as indicated below.

Commute.org

By _____

Date

Commute.org Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Alicia C. Aguirre
C/CAG Chair

Date

C/CAG Legal Counsel

By _____

C/CAG Legal Counsel

ATTACHMENT A: SCOPE OF WORK, BUDGET & INVOICE FORMAT

SCOPE OF WORK

Commute.org Regional Carpool Program Complementary Activities

FY 2016/17

Commute.org proposes to use the MTC funding to support the ongoing work of staff in the areas of Employer Outreach, Employer Support Services, Direct Marketing to Commuters, Carpool Programs - Incentives and Promotion, Public Transit Program – Incentives and Promotion, and Bike to Work Day. All of the efforts are aimed at reducing single occupant vehicle travel to, through, or from San Mateo County.

MTC's funding of Commute.org has always been critical to the agency's ability to fully staff and execute the annual Scope of Work. The proposed funding would be fully expended in the current fiscal year (FY 2016-2017).

Programming in each of the areas is described below.

Employer Outreach

Goal: Increase market penetration of commute alternative programs in San Mateo County.

Key Action Items:

1. Provide ongoing outreach, guidance and consulting services to those San Mateo County based employers who have not yet complied with the Bay Area Commuter Benefits Program (Regulation 14, Rule 1). The program became permanent in 2016 when the sunset clause was removed. This will provide leverage in terms of working with employers to become and stay compliant.
2. Leverage relationships with employers to reach their employees. The Outreach Team actively uses direct marketing campaigns to target employer transportation coordinators (ETC's) in an effort to get a deeper connection to those critical individuals.
3. Conduct targeted campaigns of small to medium sized employers to encourage employer consortiums to participate in commute alternative programs – use property managers, chambers of commerce and business organizations to reach these employers.
4. Promote the adoption of commuter-focused incentives (Carpool and Try Transit) at new-employee orientations, employee benefit meetings and employer transportation events.
5. Partner with MTC's 511 Regional Carpool Program on carpooling events and promotions at employer sites throughout San Mateo County. Leverage the promotional programs that MTC has developed and the employer relationships that Commute.org has established to increase exposure to carpooling in San Mateo County.

Employer Support Services

Goal: Provide employer support services, including the Emergency Ride Home Program, Bicycle Rack and Locker program and bicycle safety and training workshops. These programs are provided to overcome barriers to utilizing commute alternative programs.

Key Action Items:

1. The Emergency Ride Home Program was to be phased out in FY 2015-2016 as a replacement Guaranteed Ride Home program was deployed; however, that project has been extended to the FY 2016-2017. Outreach staff will need to work with the 60+ employers who are currently participating in the ERH program to transition their employees to the new GRH program.
2. Provide employers and JPA members with an opportunity to participate in the bicycle rack and locker incentive program, providing incentives for the installation of bicycle lockers and/or racks. An updated application for reimbursement which is more restrictive is one of the factors that lead to a decrease in locker/rack incentives in the prior year; however, there is a strong likelihood that the program will be oversubscribed in FY 2016-2017.
3. Coordinate bicycle safety and training workshops with employers at their worksites or through city or county entities by a certified bicycle safety instructor to provide rules of the road for cyclists, tips on buying a bicycle and bicycle maintenance instruction. Consider offering a second, more detailed course on bicycle maintenance.

Direct Marketing and Communication with Commuters

Goal: Provide commute alternative information directly to commuters that travel to, through, from, or within San Mateo County so that they can make informed choices on commute options.

Key Action Items:

1. Plan and implement media campaigns to broaden awareness of Commute.org and its programs. Collaborate with transit partners, on a Try Transit Campaign in FY 2016-2017 using the “Don’t be an SOV” campaign. Additionally, promote MTC’s 511 Regional Carpool Program, when appropriate, in advertising and direct mail pieces.
2. Use a variety of media sources to reach commuters in San Mateo County. Commute.org develops an annual media plan that includes advertising and messaging across newspaper, online radio, online news sites, social media sites, public transit-oriented and high visibility public location advertising. The advertising is used to support specific programs and campaigns as well as general awareness of the agency and its available resources.
3. Develop, promote, and manage campaigns that directly target those who commute in or through San Mateo County. Use the Commuter Club email database to help promote the incentive campaigns.

Carpool Incentive Programs

Goal: Provide commuters with a direct incentive to try traditional or dynamic carpooling.

Key Action Items:

1. Promote traditional Carpool Incentives providing incentives to encourage commuters to carpool at least two days per week for eight weeks. This is promoted through employers, colleges and directly to commuters at employer fairs and on the Commute.org website.
2. Develop a Carpool Incentive for dynamic and/or app-based carpooling. Use similar criteria to reward commuters who shift modes to carpooling using one or more of the third-party apps (e.g. Scoop and other carpool apps identified/certified by MTC). The incentive will still be one-time and will need to be verified by data recorded by the app provider. The agency is reducing the incentive to \$50 and imposing a cap on the total number of incentives available during the fiscal year.
3. Work with the MTC 511 Regional Carpool Program (RCP) to identify opportunities in San Mateo County for joint collaboration to directly target commuters in San Mateo County. Use the PROMO Code program developed by RCP and conduct outreach to potential carpoolers.

Try Transit Incentive Program

Goal: Increase ridership on Caltrain, SamTrans, BART, and WETA's SSF Ferry.

Key Action Items:

1. Promote Try Transit Program to potential riders who currently drive alone. Provide program information to employer ETC's and directly to commuters at employer fairs, and via the Commute.org web site. In FY 2015-2016 a direct mail campaign targeting San Mateo County residents who live in close proximity to transit stations resulted in significant increases in applications for the program. That campaign will continue in FY 2016-2017.
2. Build upon the success of the 2016 Commuter Challenge campaign to capture an even larger segment of the commute population. The spring campaign has been a primary way that Commute.org promotes transit alternatives to the people who commute to, through or within the county. Engage participants through the use of social media, surveys, and contests.

Bike to Work Day

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

Key Action Items:

1. Function as the county-wide coordinator for Bike to Work Day. Coordination entails: Recruiting and managing volunteers to staff the Energizer Stations; organizing and supplying the handouts for participants; promoting the event through employers, cities, organizations, agencies, and the media; working with the region-wide event coordinator (Silicon Valley Bicycle Coalition); and keeping statistics on the event participation.
2. Promote Bike to Work Day to employees in San Mateo County with a goal of increasing participation on Bike to Work Day by 10%. Advertising, as part of Commute.org's annual Media Plan, will be conducted through print, online, and social media outlets.
3. Increase the number of Energizer Stations in San Mateo County from 44 in 2016 to 46 in 2017. Visit as many Energizer Stations as possible on BTWD to thank volunteers and ensure compliance with station procedures.

BUDGET

Estimated Cost by Funding Source:

MTCCMAQ	\$70,000	MTCCMAQ	88.53%
AGENCY Local	\$ 9,070	AGENCY Local Match	11.47%
Total	\$79,070	Total	100.00%

INVOICE FORMAT

REGIONAL RIDESHARE PROGRAM SERVICES
CITIES AND COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO
COUNTY
 _____ *QUARTER, FISCAL YEAR* _____

Total Value of Work Performed: \$ _____
 Invoiced Total (88.53%): \$ _____

Employer Outreach & Services	Total Quarterly Expenses
Total Direct Labor	\$0.00
Burden	\$0.00
<i>Benefits = XX.XX%</i>	<i>\$0.00</i>
<i>Overhead = XX.XX%</i>	<i>\$0.00</i>
Direct Costs	\$0.00
Total Invoice	\$0.00

ATTACHMENT B: FAIR EMPLOYMENT PRACTICES

1. In the performance of this Agreement, AGENCY shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. AGENCY shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
2. AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
4. AGENCY shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Provision, STATE shall have the right to

terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure AGENCY's breach of this Agreement.

ATTACHMENT C: NONDISCRIMINATION ASSURANCES

AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which AGENCY receives federal financial assistance from the Federal Department of Transportation. AGENCY HEREBY GIVES ASSURANCE THAT AGENCY shall promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which AGENCY retains ownership or possession of the property.

9. That AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. The California Department of

Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO ATTACHMENT C

During the performance of this Agreement, AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as AGENCY) agrees as follows:

(1) **Compliance with Regulations:** AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub- applicant or supplier shall be notified by AGENCY of the AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to AGENCY's books, records, accounts, other sources of information and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts AGENCY has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) Cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO ATTACHMENT C

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that AGENCY shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Attachment A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on AGENCY, its successors and assigns.

AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

- (1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed(;) (and) *
- (2) that AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and
- (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on

said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO ATTACHMENT C

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by AGENCY, pursuant to the provisions of Assurance 7(a) of Attachment E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add 'as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO ATTACHMENT C

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the AGENCY, pursuant to the provisions of Assurance 7 (b) of Attachment F.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY, and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

ATTACHMENT D, STATE DEPARTMENT OF TRANSPORTATION
REQUIREMENTS

Caltrans Non- Discrimination

A. In the performance of work undertaken pursuant to this Agreement, CONSULTANT shall not, and shall affirmatively require that its contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIB and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B. CONSULTANT shall ensure, and shall require that its contractors and all subcontractors and/or sub-recipients shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT shall comply, and ensure that its contractors and subcontractors and/or sub-recipients shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (af), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

C. Each of CONSULTANT's contractors, subcontractors, and/or sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. CONSULTANT shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

D. CONSULTANT shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean CONSULTANT.

E. CONSULTANT shall permit, and shall require that its contractors, subcontractors, and sub-recipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with these non-discrimination provisions.

Board of Directors Consent Agenda Item #F

DATE: June 15, 2017
TO: Commute.org Board of Directors
FR: John Ford, Executive Director
SUBJ: MOU for Climate Corps AmeriCorps Fellow Program for FY 2017-2018

INTRODUCTION

Since October, Commute.org has been hosting a Fellow from the Climate Corps AmeriCorps program. The fellow has the title of Sustainable Transportation Associate and works with the agency of a wide variety of projects for a ten-month period.

For Commute.org to continue with the program beyond the currently placed fellow, a new Memorandum of Understanding (MOU) is required. Once executed, Commute.org will work with Bay Area Community Resources (BACR), AmeriCorps' regional affiliate, to recruit, interview, and possibly select a new fellow for another ten-month period. As part of AmeriCorps, a federally-funded national and community service program, AmeriCorps members commit to a one-year term of service in a full-time (1,700 hour) position.

The position has been included in the draft budget for FY 2017-2018.

ACTION

Chair Gee requests discussion and/or acceptance of the MOU with Bay Area Community Resources.

**Memorandum of Understanding (MOU) between
Bay Area Community Resources and Commute.org
September 1, 2017 – August 31, 2018**

SUBJECT: Climate Corps AmeriCorps

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Bay Area Community Resources, hereinafter referred to as BACR and Commute.org, hereinafter referred to as “Host Agency”. Collectively, BACR and Commute.org are hereinafter referred to as the “Parties.”

ARTICLE I – BACKGROUND AND OBJECTIVES

BACR is collaborating with public and nonprofit organizations across the state of California to recruit, train, and place AmeriCorps Fellows at public and nonprofit organizations, where they will assist in implementing greenhouse gas reduction programs or other sustainability projects. The Fellows’ term of service is from August 28, 2017 to June 30, 2018. Fellows complete a weeklong Orientation August 28 – September 1, 2017, and will begin on-site the following week on September 5. While working for the Host Agency, Fellows will complete 1,700 hours to receive an education award of \$5,815. During their term of service, Fellows will implement programs that save energy, water, or waste; reduce greenhouse gas (GHG) emissions; educate students in classrooms; help develop Greenhouse Gas Inventories or Climate Action Plans; or raise community engagement. Fellows will ideally devote an average of 24 hours per week to directly working on emissions, water, waste, or energy reduction. If a Fellow is unable to complete their full 1,700 hours by June 30 due to any unforeseen circumstances during their term they may, at the discretion of BACR and the agency, be allowed time to complete their hours at the agency, or at another approved agency where there are service opportunities available. The last day Fellows are eligible to earn hours for the 2017-2018 program year will be August 31, 2018.

The objectives of the program are as follows:

- Host Agency will be able to report measurable reductions in GHGs, energy, water, or waste at the end of the placement.
- Fellows will be able to develop a practical skill set and expertise in the realm of climate change management at the community level.
- Host Agency communities will be able to increase community participation towards further GHG reductions through volunteer opportunities that are created and/or increased through the participation of the Fellow.

The Parties will work in partnership to promote the MOU, and its benefits to the Project and community at large.

ARTICLE II – STATEMENT OF PROJECT ACTIVITIES

BACR agrees to:

- Be the official employer-of-record for the AmeriCorps Fellow.
- Pay the Fellow a monthly living stipend, as well as provide coverage options for healthcare, childcare, and student loan deferment.
- Recruit and select an AmeriCorps Fellow for a commitment of 1,700 hours over a period of 10 months.
- Train and support Fellow with a comprehensive training program that includes a training manual, a week-long orientation led by an array of experts, monthly trainings, two separate 2-day retreats, supervision meetings, and semi-annual performance reviews.
- Work with the Host Agency to develop a specific Scope of Work plan for Fellow that aligns with the GHG reduction initiatives provided by Host Agency.
- Define and develop metrics for the Fellow to measure and track the progress of GHG reduction throughout the placement.
- Provide weekly follow-ups to review progress with the Program Coordinator.
- Define and implement any corrections to Fellow’s plan determined to be necessary based on feedback collected from Fellow and Host Agency.

Host Agency agrees to:

- Provide one to three specific GHG reduction initiatives that Fellow can work on during their term of service. Initiatives must be well-defined, approved for implementation and include specific GHG reduction targets, or have the capacity to define specific reduction targets. Host Agency will work with BACR to finalize a mutually agreed-upon work plan no sooner than 1 week after the Fellow begins work.
- Ensure that Fellows do not work directly on fundraising or grant-writing efforts.
- Assign a Site Supervisor who will be available to devote no fewer than four (4) hours per month of one-on-one time with Fellow.
- Complete weekly reporting to BACR indicating whether progress is being made on the initiatives.
- Provide feedback on program’s effectiveness: three times a year, fill out and submit an evaluation form to provide feedback on Fellow activities and offer data on specific GHG reduction metrics.
- Attend or send a representative to BACR Partner Orientation.
- Only hire Fellow to work part-time in program or service area unrelated to BACR community service programs; Agency may not hire the AmeriCorps Fellow until and unless Fellow completes his/her entire program year of service.

- Allow BACR to share results from this program through grant reporting and other means as BACR deems appropriate.
- Support and encourage the promotion of National Service through the following
 - Posting AmeriCorps and National Service information at all service sites
 - Ensuring Fellows wear appropriate uniforms or AmeriCorps pin as required by BACR
 - Allowing Fellows to leave program site to participate in pre-arranged National Service identity activities.
- Provide program-wide support through either
 - Delivery of at least 1 all-day training event for all Fellows or
 - Speaking during a session at 1 all-day training event for all Fellows

ARTICLE III – TERM OF AGREEMENT

This MOU will become effective on the date of final signature and shall continue in full force and effect through August 31, 2018.

ARTICLE IV – KEY OFFICIALS

The individuals listed below are identified as key personnel considered essential to the project being performed under this Memorandum of Understanding

For BACR

Job Title: Director of National Service
 Name: Adolfo Rivera
 Address: 3219 Pierce St., Richmond, CA 94804
 Phone Contact: 510-525-9980
 Email Contact: arivera@bayac.org

For Host Agency:

Job Title Executive Director
 Name John Ford
 Address 400 Oyster Point Blvd., Suite 409, South San Francisco, CA 94080
 Phone Number 650-588-8170
 Email Contact john@commute.org

No change in key officials will be made by either BACR or Host Agency without written notification thirty days in advance of the proposed change. The notification will include a justification in sufficient detail to permit evaluation of the impact of such a change on the scope of work.

ARTICLE V –PAYMENT

Host Agency will provide BACR with \$20,000 per Fellow, and requests one (1) Fellow for the coming program year for a total payment amount of \$20,000 to support the implementation of the program. Host Agency will receive invoices prior to the scheduled payment date. This payment will be made according to the following schedule:

- Payment 1:
 - Due: November 30, 2017
 - Amount: \$10,000
- Payment 2:
 - Due: January 31, 2018
 - Amount: \$5,000
- Payment 3:
 - Due: March 31, 2018
 - Amount: \$5,000

ARTICLE VI - TERMS

It is mutually agreed by all Parties to this MOU that:

- The Parties will review the effectiveness of the MOU after the first year and every five years beginning in 2017 and evaluate potential modifications that more adequately address the purpose of this MOU.
- In the event that a Party no longer approves implementation of any of the provisions referenced in this MOU, the individual Parties agree to promptly confer to determine what, if any, modifications to this MOU should be made to address the issue(s) of concern.
- In the event that a Party no longer desires to be a part of this MOU or any modification(s), then the individual Party in their sole discretion may terminate their relationship within this MOU.
- In the event that an AmeriCorps Member is hired to begin after the start of the program, the full match will still be required. All full time AmeriCorps Members receive the same benefits and are expected to finish 1,700 hours regardless of their start date so the cost remains the same.
- In the event that an AmeriCorps Member leaves the program prior to June 30, 2018, a pro-rated amount will be issued for match funds up until April 30, 2018. Pro-rated amounts are determined by the following equation: Total partner match divided by number of total stipend payments planned for the AmeriCorps Member multiplied by actual number of stipend payments distributed. The match is used throughout the year for AmeriCorps Member stipends, benefits, training, and programmatic costs; all Agency

match funds will have been absorbed by the program by the April 30, 2018 deadline so no pro-rated amount will be issued after that date.

- Written notice must be provided by the Party desiring to withdraw from the MOU at least thirty days prior to termination.
- Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this MOU, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while occupying or visiting the premises under and pursuant to the MOU.

ARTICLE VII – AUTHORIZING SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this MOU on the date(s) set forth below.

Bay Area Community Resources

Adolfo Rivera
Director of National Service

Date

Commute.org

John Ford
Executive Director

Date

Board of Directors Agenda Item #1

DATE: June 15, 2017

TO: Commute.org Board of Directors

FR: John Ford, Executive Director

SUBJ: Board Chair's Report

INTRODUCTION

Board Chair Jeff Gee will present an oral report to the board. Chair Gee's report includes the following:

1. Opening on the Supervisory Committee for one additional member. The position is open to a City Manager or his/her designee from any of the member cities, towns, or county - or - a representative from a private company, transit agency or other interested constituent. Please contact John Hoang (Supervisory Committee Chair) or John Ford (Executive Director) for more information.
2. Update on FTA approval of Caltrain full funding agreement for the Peninsula Corridor Electrification Project (PCEP).

Board of Directors Agenda Item #2

DATE: June 15, 2017

TO: Commute.org Board of Directors

FR: John Ford, Executive Director

SUBJ: Presentations on Bike to Work Day and 2017 Commuter Challenge

INTRODUCTION

Chair Gee advises that Karen Sumner, Commute.org’s Employer Programs Manager, and Kim Comstock, Commute.org’s Commuter Programs Manager, will present reports on the annual Bike to Work Day and 2017 Commuter Challenge.

The Bike Commuter of the Year from San Mateo County, Kate Gibson, will be presented with her BCOY award. Grand Prize winners from the Commuter Challenge have been invited to the meeting to receive their prizes during the presentation.

2017 Commuter Challenge Results

THANK YOU TO EVERYONE WHO HAS PARTICIPATED IN A CHALLENGE.
You helped make a positive impact in San Mateo County during the months of April and May.

<u>Total Trips*</u>	<u>Total Distance</u>		
53,377	1,031,557.2 mi		
<u>CO₂ Saved</u>	<u>Money Saved</u>	<u>Calories Burned</u>	<u>Participants</u>
274.8 tons	\$285,945.10	4,174,265	1,480

Board of Directors Agenda Item #3

DATE: June 15, 2017

TO: Commute.org Board of Directors

FR: John Ford, Executive Director

SUBJ: Fiscal Agent Update

INTRODUCTION

Mr. Ford will update the board on the status of the agency's fiscal agent. The City of Daly City, which has been the fiscal agent since 1993, originally informed Mr. Ford that they would no longer serve in that capacity effective June 30, 2017. Mr. Ford and Daly City's City Manager Patricia Martell negotiated an extension through September 30, 2017. The fee will increase from \$4,166/month to \$11,000 during the extension. The extension will allow Commute.org and Daly City finance department to have a more orderly transition to a yet to be determined fiscal agent. The City of Daly City will use the additional funds to supplement their finance department staff during the extension to be able to serve Commute.org for the extra time.

Mr. Ford sent a letter to all JPA members (City/Town/County Managers) with copies sent to the respective mayors and Commute.org board members asking them to respond with their interest in taking over the fiscal agent role. Two cities have responded "possibly" and all other respondents indicated no interest.

Mr. Ford has been exploring other alternatives including outsourcing of the fiscal agent services to a third party processor and/or bringing the function "in-house". The board will receive an update on the search process and will be asked to provide input and guidance.

Language in Joint Powers Agreement regarding Fiscal Agent

10. **Fiscal Agent**: The member Party designated in the Bylaws of the Alliance as adopted by the Governing Board shall act as Fiscal Agent for the Alliance and shall be charged with the following responsibilities:
- (a) The custody of all money, property and assets of the Alliance;
 - (b) The maintenance of all financial books and records necessary to conduct the business of the Alliance; and
 - (c) The development of periodic reports to the Governing Board and the Executive Director regarding receipts, disbursements and the financial condition of the Alliance.

The Alliance, through the Fiscal Agent, shall retain an independent certified public accountant each year to conduct a fiscal year end audit and to prepare financial statements for the Alliance.

Language in Bylaws regarding Fiscal Agent

Section 3. **Fiscal Agent**.

The City of Daly City is designated by the Board as the Fiscal Agent for the Alliance and shall perform the duties designated in the JPA and as prescribed by law. The Executive Director shall be charged with interacting with the Fiscal Agent as necessary and appropriate to facilitate the Fiscal Agent in carrying out the financial matters of the Alliance.

Functions Performed by Current Fiscal Agent

Services performed by the fiscal agent, for which Commute.org pays a fee, include:

- Accounts Payable (processing approximately 50 payments per month) – Commute.org receives invoices and codes payment requests
- General Ledger and financial reporting activities (Commute.org manages budget)
- Banking (Commute.org manages Accounts Receivable, receives payments, codes deposits and delivers to Fiscal Agent for banking)
- Investment/Cash Management (investment of excess cash)
- Audit coordination (Maze & Associates is the current auditor)
- Payroll services (nine staff members paid on a bi-weekly basis)
- CalPERS benefits processing (CalPERS health and retirement)
- Human Resources – administrative functions for new hires and payroll

Board Meeting Agenda Item #4

DATE: June 15, 2017
TO: Commute.org Board of Directors
FR: John Ford, Executive Director
SUBJ: FY 2017-2018 Work Plan and Budget

INTRODUCTION

Presenting to the Board the FY 2017-2018 Work Plan and Budget.

BACKGROUND

Chair Gee advises that Mr. Ford will present the proposed Budget and Work Plan for the upcoming fiscal year to the board for review and approval. The Proposed Budget and copy of the draft Work Plan are included in the packet.

The Work Plan guides the agency on a program of work for the fiscal year. The Work Plan is also used to generate the Scope of Work documents that are included in the funding agreements with agencies that provide grant funding to Commute.org.

The Finance Committee provided recommendations and modifications to the proposed budget. The Supervisory Committee has also reviewed the proposed budget and contributed to the Work Plan document and presentation.

The proposed budget, on the recommendation of the Finance Committee, includes a 3.8% Cost of Living Adjustment (COLA) for all agency staff. The ABAG Bay Area consumer price index calculations for April are used to calculate the annual rate for the agency's COLA percentage.

The proposed budget follows the same format as in recent years; however, the employer portion of the CalPERS contributions are now shown on a separate line item (previously it was included in the Salary/Benefits line item). This will give the board better visibility into the CalPERS component of the budget.

ACTION

Chair Gee requests discussion and/or approval of the FY 2017-2018 Work Plan and Budget.

Commute.org
FY 2017/2018 Budget for Board Review

	FY 2016/2017 Approved Budget	FY 2016/2017 Projected Actuals	FY 2017/2018 Draft Budget	FY 2017/2018 % Change
Fund Balance at Beginning of Year	\$ 512,681	\$ 512,681	\$ 656,605	-
REVENUE				
C/CAG AB 434 (TFCA)	\$ 525,000	\$ 525,000	\$ 600,000	14.3%
C/CAG Congestion Relief	\$ 510,000	\$ 510,000	\$ 510,000	0.0%
Shuttle Revenue - Consortium	\$ 814,000	\$ 813,900	\$ 826,000	1.5%
Shuttle Revenue - Grants	\$ 1,496,300	\$ 1,537,774	\$ 1,456,000	-5.3%
MTC Regional Rideshare Funding	\$ 70,000	-	\$ 70,000	0.0%
SMCTA Measure A ACR Funding	\$ 445,000	\$ 445,000	\$ 458,500	3.0%
Interest/Earnings	\$ 1,200	\$ 2,000	\$ 1,200	-40.0%
Misc. Revenue	\$ 4,000	\$ 2,100	\$ 6,000	185.7%
Total Revenue	\$ 3,865,500	\$ 3,835,774	\$ 3,927,700	2.4%
Total Sources of Funds	\$ 4,378,181	\$ 4,348,455	\$ 4,584,305	5.4%
EXPENDITURES				
Salaries/Benefits/Medicare**	\$ 879,400	\$ 832,000	\$ 829,200	-0.3%
CalPERS Employer Contributions	\$ 107,100	\$ 98,000	\$ 105,000	7.1%
Office Lease	\$ 65,000	\$ 65,400	\$ 75,000	14.7%
Mileage Reimburse	\$ 3,000	\$ 3,700	\$ 3,600	-2.7%
Equipment Lease & Maint.	\$ 11,000	\$ 10,500	\$ 11,000	4.8%
Professional Services	\$ 80,000	\$ 70,000	\$ 100,000	42.9%
Advertising	\$ 80,000	\$ 78,000	\$ 90,000	15.4%
Office Supplies	\$ 10,000	\$ 8,600	\$ 10,000	16.3%
Fiscal Agent	\$ 51,500	\$ 50,000	\$ 100,000	100.0%
Memberships & Pubs	\$ 7,500	\$ 6,200	\$ 7,500	21.0%
Program Promotions	\$ 14,000	\$ 17,100	\$ 24,000	40.4%
Meetings & Events	\$ 18,000	\$ 12,500	\$ 16,000	28.0%
Education & Training	\$ 9,000	\$ 2,850	\$ 8,000	180.7%
Board Meeting Expense	\$ 1,200	\$ 1,200	\$ 1,200	0.0%
Incentive/Subsidies	\$ 75,000	\$ 44,000	\$ 60,000	36.4%
Countywide TDM Software Platform	\$ 80,000	\$ 80,000	\$ 80,000	0.0%
Shuttle Services	\$ 2,222,200	\$ 2,185,000	\$ 2,296,000	5.1%
Shuttle Contingency***	\$ 20,000	-	\$ 20,000	0.0%
Legal Services	\$ 36,000	\$ 12,000	\$ 30,000	150.0%
Telephone	\$ 6,000	\$ 8,000	\$ 8,000	0.0%
IT Services/Support	\$ 50,000	\$ 42,800	\$ 50,000	16.8%
Printing Services	\$ 32,000	\$ 33,800	\$ 35,000	3.6%
Postage	\$ 9,000	\$ 13,000	\$ 14,000	7.7%
General Insurance	\$ 12,000	\$ 9,500	\$ 12,000	26.3%
Vehicle Lease/Service	\$ 1,500	\$ 1,100	\$ 1,500	36.4%
OPEB Liability/Contribution	\$ 6,600	\$ 6,600	\$ 6,600	0.0%
Total Expenditures	\$ 3,887,000	\$ 3,691,850	\$ 3,993,600	8.2%
Fund Balance at End of Year	\$ 491,181	\$ 656,605	\$ 590,705	-10.0%
Net Inc (Dec) in Fund Balance	\$ (21,500)	\$ 143,924	\$ (65,900)	-

FY 2016/2017 Approved Budget	FY 2016/2017 Projected Actuals	FY 2017/2018 Draft Budget	FY 2017/2018 % Change
---------------------------------	-----------------------------------	------------------------------	--------------------------

**Includes COLA (3.8%)

***Shuttle Contingency equals consortium fees used for additional service or to offset non-contract expenses for shuttle operations

Board Meeting Agenda Item #5

DATE: June 15, 2017
TO: Commute.org Board of Directors
FR: John Ford, Executive Director
SUBJ: CERBT Program Report

INTRODUCTION

Chair Gee advises that Mr. Ford will present a report on the CERBT program that the agency joined in June 2013 to pre-fund the agency’s Other Post Employment Benefits (OPEB) costs.

BACKGROUND

In April 2013, the Commute.org board approved participation in the California Employer’s Retiree Benefit Trust (CERBT) with California Public Employer Retiree System (CalPERS) to provide retiree benefit management and investment services. This agreement allows the agency to comply with the Government Accounting Standards Board (GASB) Statement 45 for the accounting of OPEB.

To date, Commute.org has contributed \$82,746 to the CERBT fund. The amount includes the current fiscal year’s ARC (Annual Required Contribution) of \$6,588 that was deposited in March.

The board elected to use CERBT’s Strategy 2 Asset Allocation investment portfolio. The most recent fact sheet for Strategy 2 is included in the packet.

Commute.org’s investment information as of June 5, 2017 is shown below:

As of 6/5/2017	Amount
Contributions	\$ 82,746
Investment Earnings	\$ 16,604
Admin Expense	(\$ 220)
Current Balance	\$ 99,130



Objective

The objective of the CERBT Strategy 2 portfolio is to seek returns that reflect the broad investment performance of the financial markets through capital appreciation and investment income. There is no guarantee that the portfolio will achieve its investment objective.

Strategy

The CERBT Strategy 2 portfolio is invested in various asset classes in percentages approved by the CalPERS Board. The specific percentages of portfolio assets allocated to each asset class are shown under "Composition". Generally, equities are intended to help build the value of the employer's portfolio over the long term while bonds are intended to help provide income and stability of principal. Also, strategies invested in a higher percentage of equities seek higher investment returns (but assume more risk) compared with strategies invested in a higher percentage of bonds.

Compared with CERBT Strategy 1 and Strategy 3, this portfolio consists of a moderate allocation of equities, bonds, and other assets. Historically, equities have displayed greater price volatility and therefore, this portfolio may experience comparatively less fluctuation of value compared to CERBT Strategy 1 but more fluctuation of value compared to CERBT Strategy 3. Employers that seek a moderate approach to investing may wish to consider this portfolio.

CalPERS Board may change the list of approved asset classes, in composition as well as targeted allocation percentages and ranges at any time.

Assets Under Management

As of the specified reporting month-end, the aggregate total of assets under management for all CERBT Strategies was **\$6,371,655,394**.

Composition

Asset Class Allocations and Benchmarks

The CERBT Strategy 2 portfolio consists of the following asset classes and corresponding benchmarks:

Asset Class	Target Allocation ¹	Target Range	Benchmark
Global Equity	40%	± 2%	MSCI All Country World Index IMI (net)
Fixed Income	39%	± 2%	Bloomberg Barclays Long Liability Index
Treasury Inflation-Protected Securities ("TIPS")	10%	± 2%	Bloomberg Barclays U.S. TIPS Index, Series L
Real Estate Investment Trusts ("REITs")	8%	± 2%	FTSE EPRA/NAREIT Developed Liquid Index (net)
Commodities	3%	± 2%	S&P GSCI Total Return Index

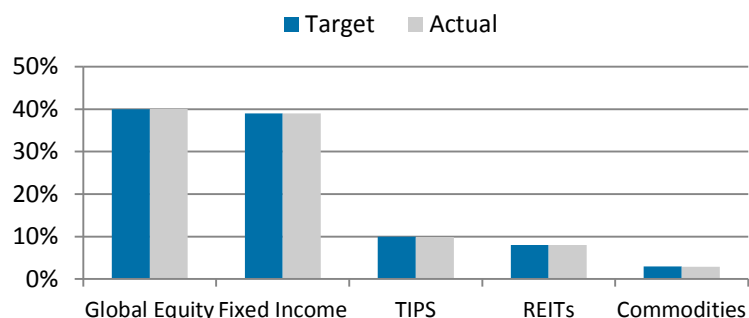
¹ Allocations approved by the Board at the October 2014 Investment Committee meeting

Portfolio Benchmark

The CERBT Strategy 2 benchmark is a composite of underlying asset class market indices, each assigned the target weight for the asset class it represents.

Target vs. Actual Asset Class Allocations

The following chart shows policy target allocations compared with actual asset allocations as of the specified reporting month-end. CalPERS may overweight or underweight an allocation to a particular asset class based on market, economic, or CalPERS policy considerations.



CERBT Strategy 2 Performance as of April 30, 2017							
	1 Month	3 Months	Fiscal YTD	1 Year	3 Years*	5 Years*	Since Inception* (October 1, 2011)
Gross Return ^{1,3}	1.20%	3.40%	5.73%	7.38%	3.91%	6.05%	7.69%
Net Return ^{2,3}	1.19%	3.38%	5.65%	7.29%	3.82%	5.93%	7.57%
Benchmark returns	1.17%	3.19%	5.08%	6.63%	3.48%	5.66%	7.38%

Performance quoted represents past performance, which is no guarantee of future results that may be achieved by the fund.

*Returns for periods greater than one year are annualized.

¹ Gross performance figures are provided net of SSGA operating expenses.

² Net Performance figures deduct all expenses to the fund, including investment management, administrative and recordkeeping fees.

³ See the Expense section of this document.

April 30, 2017

General Information

Information Accessibility

The CERBT Strategy 2 portfolio consists of assets managed internally by CalPERS and/or external advisors. Since it is not a mutual fund, a prospectus is not available nor is information available from a newspaper source. This summary is designed to provide descriptive information. CalPERS provides a quarterly statement of the employer's account and other information about the CERBT. For total market value, detailed asset allocation, investment policy and current performance information, including performance to the most recent month-end, please visit our website at: www.calpers.ca.gov.

Portfolio Manager Information

The CalPERS Investment Committee and Board of Administration directs the investment strategy and investments of the CERBT. Under that direction, CalPERS Investment staff manages fixed income, treasury inflation-protected securities and commodities assets; and State Street Global Advisors (SSGA) manages the global equity and real estate investment trust assets.

Custodian and Record Keeper

State Street Bank serves as custodian for the CERBT. Northeast Retirement Services serves as record keeper.

Expenses

CERBT is a self-funded trust in which participating employers pay for all administrative and investment expenses. Expenses reduce the gross investment return by the fee amount. The larger the fee, the greater the reduction of investment return. Currently, CERBT expenses are 0.10% which consist of administrative expenses borne by CalPERS to administer and oversee the Trust assets, investment management and administrative fees paid to SSGA to manage the global equity and real estate trust assets, and recordkeeping fees paid to Northeast Retirement Services to administer individual employer accounts. The expenses described herein are reflected in the net asset value per share. CERBT's actual expenses may differ from the amount currently being accrued due to factors such as changes in average fund assets or market conditions. The expense accrual rate may change without notice in order to reflect changes in average portfolio assets or in expense amounts. The CalPERS Board annually reviews the operating expenses and changes may be made as appropriate. Even if the portfolio loses money during a period, the fee is still charged.

What Employers Own

Each employer choosing CERBT Strategy 2 owns a percentage of this portfolio, which invests in pooled asset classes managed by CalPERS and/or external advisors. Employers do not have direct ownership of the securities in the portfolio.

Price

The value of the portfolio changes daily, based upon the market value of the underlying securities. Just as prices of individual securities fluctuate, the portfolio's value also changes with market conditions.

Principal Risks of the Portfolio

The CalPERS CERBT Fund provides California government employers with a trust through which they may prefund retiree medical costs and other post-employment benefits. CERBT is not, however, a defined benefit plan. There is no guarantee that the portfolio will achieve its investment objectives nor provide sufficient funding to meet these employer obligations. Further, CalPERS will not make up the difference between actual health care premiums for payment of future benefits provided to retirees should CERBT assets not be sufficient to cover future obligations.

An investment in the portfolio is not a bank deposit, and it is not insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC), CalPERS, the State of California or any other government agency.

There are risks associated with investing, including possible loss of principal. The portfolio's risk depends in part on the portfolio's asset class allocations and the selection, weighting and risks of the underlying investments. For more information about investment risks, please see the document entitled "CERBT Principal Investment Risks" located at www.calpers.ca.gov.

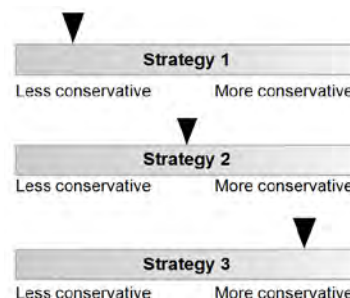
Fund Performance

Performance data shown on page 1 represents past performance and is no guarantee of future results. The investment return and principal value of an investment will fluctuate so that an employer's units, when redeemed, may be worth more or less than their original cost. Current performance may be higher or lower than historical performance data shown. For current performance information, please visit www.calpers.ca.gov and follow the links to California Employers' Retiree Benefit Trust.

CERBT Strategy Risk Levels

CalPERS offers employers the choice of one of three investment strategies. Risk levels among strategies vary, depending upon the target asset class allocations. Generally, equities carry more risk than fixed income securities.

Asset Class Target Allocations	Strategy 1	Strategy 2	Strategy 3
Global Equity	57%	40%	24%
Fixed Income	27%	39%	39%
Treasury Inflation-Protected Securities	5%	10%	26%
Real Estate Investment Trusts	8%	8%	8%
Commodities	3%	3%	3%



Board of Directors Agenda Item #6

DATE: June 15, 2017

TO: Commute.org Board of Directors

FR: John Ford, Executive Director

SUBJ: Employer Programs Report

INTRODUCTION

Karen Sumner, Employer Outreach Manager, will present to the Board, a report highlighting results from the Employer Commute Profile Survey conducted in Q3.

Employers in San Mateo County were asked a series of questions to allow Commute.org to better understand what programs were being offered to commuters by their employers. Participants, primarily employer transportation coordinators, were given 2 months to respond to the electronic survey.

Preliminary results were shared at our March 9 TechTalks event. Final results are being distributed to survey participants. Commute.org will be using the results to guide future services.

Board of Directors Agenda Item #7

DATE: June 15, 2017
TO: Commute.org Board of Directors
FR: John Ford, Executive Director
SUBJ: Shuttle Program Report

INTRODUCTION

Mr. Ford will present a report on the agency's shuttle operations and activities since the previous report in April.

Presentation will include:

1. April/May ridership statistics and trends
2. Upcoming route and schedule changes
3. New shuttle stop and pass graphics

Board of Directors Agenda Item #8

DATE: June 15, 2017
TO: Commute.org Board of Directors
FR: John Ford, Executive Director
SUBJ: Executive Director's Report

INTRODUCTION

Mr. Ford will provide a summary of agency activities and updates on Commute.org programs since the last Board meeting including the following:

1. Funding Agreement process with SMCTA
2. Peninsula Mobility Group update