PROGRAM PARTNER AGREEMENT
[SHUTTLE ROUTE NAME] SHUTTLE PROGRAM

THIS AGREEMENT, dated _____, by and between the Peninsula Traffic Congestion Relief Alliance ("Commute.org"), and each of the parties listed in Exhibit A, which may be amended from time to time in the event that individual companies withdraw or commence participation in the [SHUTTLE ROUTE NAME] SHUTTLE ("PROGRAM PARTNERs") is made with reference to the following facts:

RECITALS

A. Commute.org is an eligible SPONSOR for the San Mateo County Shuttle Program and applied for grant funding to operate a commute hour shuttle service called the [SHUTTLE ROUTE NAME] ("XXX SHUTTLE"), which operates between local Caltrain stations, and specific locations in the city of [CITY NAME];

B. Commute.org has entered into a certain San Mateo County Shuttle Program Funding Agreement ("FUNDING AGREEMENT") with the San Mateo County Transportation Authority ("TA") or other funding entities (collectively "FUNDERS") to fund up to [GRANT FUNDING PERCENTAGE] percent (XX%) of the XXX SHUTTLE;

C. The FUNDERS require the SPONSOR to provide a portion of the funding (MATCHING FUNDS) that is needed to operate the XXX SHUTTLE; and the amount of MATCHING FUNDS required by the FUNDERS can vary with each grant application;

D. The XXX SHUTTLE currently serves the organizations and shuttle stops listed in EXHIBIT B.

E. Each PROGRAM PARTNER desires to enter into a Program Partner Agreement ("AGREEMENT") to provide a portion of the MATCHING FUNDS for the XXX SHUTTLE and to utilize the XXX SHUTTLE; and The aforementioned parties shall collectively be called "PARTIES" and will include PROGRAM PARTNERs and Commute.org.

NOW, THEREFORE, it is agreed as follows:

1. **Term:** The term of this AGREEMENT shall continue indefinitely until termination by mutual agreement of the PARTIES, or upon sixty (60) days written notice to the PROGRAM PARTNERs from Commute.org.

2. **XXX Shuttle Funding:**

   A. The maximum contribution from FUNDERS for operation of the XXX SHUTTLE shall be established in the FUNDING AGREEMENT and will not exceed [GRANT FUNDING PERCENTAGE] percent (XX%) of the total budgeted operating costs

based on the grant application. PROGRAM PARTNERs and all other organizations served by the XXX SHUTTLE will provide the portion of the MATCHING FUNDS contribution that is established in the FUNDING AGREEMENT, which will not be less than [PARTNER FUNDING PERCENTAGE] percent (XX%) of the total budgeted operating costs.

B. Each PROGRAM PARTNER's expected contribution is subject to change depending on the FUNDERS' requirements, the number of organizations participating in the XXX SHUTTLE, and the costs to operate the XXX SHUTTLE. Commute.org will notify each PROGRAM PARTNER in writing of the amount of its contribution, and any changes to the previously stated amount, no less than sixty (60) days before the contribution amount will be implemented.

3. **Billing:** By agreement of all the Parties, the following billing procedure will be used:

A. Commute.org will invoice each PROGRAM PARTNER, on a semi-annual basis for its share of the budgeted MATCHING FUNDS required to operate the XXX SHUTTLE for a six-month period.

B. PROGRAM PARTNER's payments shall be due thirty (30) calendar days from the date printed on the invoice.

C. If Commute.org receives funding in excess of that required for payment of XXX SHUTTLE operations, in Commute.org's sole discretion, the amount collected over actual cost will either be carried forward and used to reduce subsequent invoices or will be refunded to the PROGRAM PARTNERs in proportion to their contributions.

4. **Operating Costs:** PROGRAM PARTNER payments shall be collected by Commute.org as the collection agent on behalf of the PARTIES and shall be utilized for payment of the operation of the XXX SHUTTLE. PARTIES acknowledge that Commute.org has the right to reduce or cancel service in the event of default by the PROGRAM PARTNERs in the payment of invoices to Commute.org or failure to receive funds expected from other funding sources or organizations participating in the XXX SHUTTLE.

5. **Routes and Stops:** The XXX SHUTTLE shall include a shuttle stop located reasonably convenient to the buildings owned, managed, or occupied by PROGRAM PARTNERs and other organizations participating in the XXX SHUTTLE in good standing. The current list of organizations and shuttle stops is listed in Exhibit B. The PARTIES agree that Commute.org may update Exhibit B periodically as needed and the new Exhibit B will be automatically incorporated into this Agreement and distributed to all PROGRAM PARTNERS and organizations participating in the XXX SHUTTLE.

6. **Changes in Service:** Commute.org reserves the right to make changes to the XXX SHUTTLE, including but not limited to, routes, schedules, service hours, stop locations, and vehicle types. In such event, Commute.org will promptly notify PROGRAM PARTNERs of the changes. If a PROGRAM PARTNER objects to the proposed changes, the parties agree to use commercially reasonable efforts to work towards a change acceptable to both parties.

7. **Reporting:** PROGRAM PARTNERs shall be responsible for providing reporting and other information requested by Commute.org from time to time to ensure Commute.org follows XXX SHUTTLE reporting requirements set forth in the FUNDING AGREEMENT.

8. **Commute.org Contact Person**:

   Shuttle Program Manager
   Commute.org
   400 Oyster Point Blvd., Suite 409
   South San Francisco, CA 94080

   Tel. (650) 588-8170
   E-mail: shuttles@commute.org

9. **PROGRAM PARTNER Contact Person:**

   Name: _____

   Title: _____

   Company: _____

   Address: _____

   _____

   Phone: _____

   E-Mail: _____

10. **Insurance:** Commute.org, as signatory to the FUNDING AGREEMENT and any subsequent agreements between Commute.org and SamTrans, or other agencies to provide shuttle service, shall require that the shuttle bus operator procure and maintain insurance of the type and in the amounts stated below and further require that each PROGRAM PARTNER be listed as an additional insured under the aforementioned insurance policies and that each PROGRAM PARTNER be provided with a Certificate of Insurance showing such listing and that the issuing insurer will agree to provide each PROGRAM PARTNER with written notice of any termination, cancellation of lapse of such insurance.

    The current requirements include Commercial General Liability and Auto Liability Insurance with limits of at least $10,000,000 and Worker's Compensation Insurance as required by the State and Employer's Liability Insurance with a minimum limit of liability of $2,000,000. In addition, each policy shall automatically include all contractually participating PROGRAM PARTNERs as additional insureds whether they are specifically listed or not.

    The PROGRAM PARTNERs are each referred to as a "Lead Organization" in the shuttle bus

operator contract.

11. **Liability:** The legal obligation of each of the PARTIES pertaining to liability for any injury to persons or property which arose prior to a party's withdrawal from the Agreement shall survive the termination and/or expiration of the Agreement regardless of when the claim, action or suit is brought.

12. **Indemnification:** Each PROGRAM PARTNER shall indemnify, defend and hold harmless Commute.org, the San Mateo County Transit District ("SamTrans"), the Bay Area Air Quality Management District ("BAAQMD"), and their respective officers, officials, directors, agents and employees (collectively, "INDEMNITEES") against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the operation of the XXX SHUTTLE caused by an act or omission of the indemnifying PROGRAM PARTNER or its employees, representatives or agents, provided, that such indemnification shall not apply if the PROGRAM PARTNER's only act or omission is such PROGRAM PARTNER's participation in the XXX SHUTTLE or promotion of the XXX SHUTTLE or if the suit, claim or action arises from the active negligence or intentional misconduct of any of the Indemnitees.

In addition, Commute.org, as signatory to the FUNDING AGREEMENT, shall require the shuttle bus operator to include *each* contractually participating PROGRAM PARTNER as an indemnitee in any agreements with FUNDERS. For the purposes of such indemnification, the PROGRAM PARTNER is referred to as a "Lead Organization."

13. **Cancellation:** Any PROGRAM PARTNER may terminate its participation in the XXX SHUTTLE as follows:
    A. For termination due to a change in the PROGRAM PARTNER's contribution amount, the PROGRAM PARTNER will provide Commute.org with forty-five (45) days prior written notice.
    B. For termination for any other reason, the PROGRAM PARTNER will provide Commute.org with sixty (60) days prior written notice.
The PROGRAM PARTNER will still be financially liable for any payments owed under this AGREEMENT, prior to and including the applicable termination notification period.

14. **Termination of Program:** Commute.org will be responsible for notifying FUNDERS of a total cancellation or a decrease in shuttle service, and for the redistribution of any balance of funds contributed by FUNDERS for the XXX SHUTTLE and remaining in the possession of Commute.org after payment of all program expenses.

15. **Counterparts:** This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be but one Agreement. Individual PROGRAM PARTNERS may be added to this AGREEMENT at any time by executing an addendum agreeing to be bound by the terms and provisions contained herein.

(Remainder of page intentionally left blank)

PROGRAM PARTNER

By: _____

Printed Name: _____

Title: _____

Date: _____

COMMUTE.ORG

By: _____

Printed Name: John Ford

Title: Executive Director

Date   _____

EXHIBIT A
[SHUTTLE ROUTE NAME] List of PROGRAM PARTNERS
(As of January 1, 2024)

PROGRAM PARTNER   **Primary Service Address**

EXHIBIT B
[SHUTTLE ROUTE NAME] List of Participating Organizations and Shuttle Stops
(As of January 1, 2024)

PROGRAM PARTNER   **Primary Service Address(es)**

***END**