



City of Palo Alto

City Council Staff Report

(ID # 9806)

Report Type: Consent Calendar

Meeting Date: 12/10/2018

Summary Title: Approve Vendor Contracts with RideAmigos and SPUR for Mobility-on-Demand FTA Grant

Title: Authorize the City Manager to Enter Into the Following Agreements for the City's Fair Value Commuting Project (Partially Funded Through a Federal Transit Administration Grant): 1) an Agreement With RideAmigos in an Amount Not-to-Exceed \$150,620 for a Term of 15 Months, and 2) an Agreement With the San Francisco Bay Area Planning and Urban Research Association (SPUR) in an Amount Not-to-Exceed \$100,000 for a Term of 15 Months

From: City Manager

Lead Department: City Manager

Recommendation

Staff recommends that the City Council Authorize the City Manager to enter into the following agreements for the City's Fair Value Commuting project (partially funded through a Federal Transit Administration grant):

1. An agreement with Right Click Solutions (also known as RideAmigos) in an amount not-to-exceed \$150,620 for a term of 15 months, and
2. An agreement with the San Francisco Bay Area Planning and Urban Research Association (SPUR) in an amount not-to-exceed \$100,000 for a term of 15 months.

Background

On January 9, 2017, the City Council passed a resolution which authorized the City Manager to execute and file an application on behalf of the City of Palo Alto to the Federal Transit Administration (FTA) for \$1.085 Million ([CMR 7618](#)). The FTA grant is for the management of, and participation in, a research and development grant award to enhance and evaluate a comprehensive technology/policy solution called Fair Value Commuting (FVC). This research project is designed to advance the strategic objectives of assessing and piloting mobility strategies to reduce congestion, reduce emissions, and improve access to effective mobility options.

Executing and filing this application allowed staff to reach a Cooperative Agreement¹ with the FTA. On February 15, 2017, the City entered into this agreement (Authorizing Resolution 9659 Attachment B). The Cooperative Agreement and grant application identified specific vendors who are partnering together to execute the terms of the Cooperative Agreement.

Discussion

As the next step of the Cooperative Agreement, staff is bringing forward these two contract agreements for City Council approval. This staff report recommends authorizing the contract for the software vendor, RideAmigos, (Attachment C) and the policy vendor SPUR, (Attachment D).

RideAmigos is a software vendor specializing in Enterprise Commute Trip Reduction. RideAmigos' tools and interactive programs for regional, employer, and campus commuter networks advance sustainable transportation choices that enhance mobility and productivity while reducing costs and environmental impact. Within the role of software vendor, RideAmigos will serve as the vendor for the pilot projects in San Mateo County and will enhance its current software platform through changes to and upgrades to the software features. RideAmigos will also serve as the vendor for the pilot projects in Santa Clara County.

SPUR is a non-profit research, education, and advocacy organization focused on issues of planning and governance. Within its role of policy vendor, SPUR will analyze the best way to price single-occupancy vehicle commuting in the Bay Area. SPUR will analyze the tradeoffs between different options, including ease of implementation, political viability at multiple levels of government, how each would likely affect commuters and businesses, and the effectiveness of policies to change commuting behavior. All vendors will work under the direction of the City within the set budgets.

These are sole source contract agreements due to the nature of the grant. The vendors were included in the approved grant proposal to the FTA, therefore staff did not go out for solicitation for the software, technology, or policy vendors. The vendors, who are fundamental to the grant award, are considered subject matter experts in their respective fields and have unique capabilities. The vendors were approved by the FTA with designated roles and are key project partners.

Resource Impacts

FTA grant funding in the amount of \$780,000 was recognized and appropriated by the City Council to the City Manager's Office as part of the FY 2019 Adopted Operating Budget to fund and execute the Fair Value Commuting Cooperative Agreement. This funding will be used for the \$250,620 in vendor contracts with RideAmigos and SPUR.

¹ With a cooperative agreement, FTA program management and the grantee cooperatively resolve issues. This may include re-negotiating the statement of work. If evaluation metrics are not met, this is noted in the final report, but there is no penalty. See: https://www.purdue.edu/business/sps/pdf/Grant_vs_Contract.pdf

Policy Implications

This project explores means to reduce individuals driving alone to work. A reduction in single-occupancy vehicles can help reduce the emission of greenhouse gases. Reducing vehicle emissions is one of the keys to achieving the City Council endorsed goal of reducing greenhouse gas emission by 80% by the year 2030.

The project helps realize goals identified in the Comprehensive Plan 2030. Specifically, the project helps to achieve Transportation Goals 1, which reads “create a sustainable transportation system, complemented by a mix of land uses, that emphasizes walking, bicycling, use of public transportation and other methods to reduce GHG emissions and the use of single-occupancy motor vehicles.”

The recommendation in this report does not represent a change in City policies.

Environmental Review

This project is categorically exempt from CEQA pursuant to Sections 15301 (Existing Facilities) and 15306 (Information Collection).

Attachments:

- Attachment A - Authorizing Resolution 9659
- Attachment B - FTA Cooperative Agreement
- Attachment C - City of Palo Alto Contract No. C19173099 Agreement Between the City of Palo Alto and Right Click Solutions (RideAmigos) for Professional Services
- Attachment D - City of Palo Alto Contract No. C19173097 Agreement Between the City of Palo Alto and SPUR for Professional Services

Attachments:

- Attachment A - Authorizing Resolution 9659
- Attachment B - FTA Cooperative Agreement
- Attachment C - RideAmigos Contract
- Attachment D - SPUR Contract

Resolution No. 9659

Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, or other federal statutes administered by the Federal Transit Administration, for the Fair Value Commuting (FVC) initiative.

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon Palo Alto ("the applicant"), and may require the applicant to provide the local share of the project cost;

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, the Council of the City of Palo Alto RESOLVES as follows:

SECTION 1. That the City Manager is authorized to execute and file an application for federal assistance on behalf of The City of Palo Alto with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration, for the Fair Value Commuting (FVC) project.

SECTION 2. That the City Manager is authorized to execute and file with the City's applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.

SECTION 3. That the City Manager is authorized, in accordance with the procedures in local law, to execute grant and cooperative agreements with the Federal Transit Administration on behalf of The City of Palo Alto.

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SECTION 4. The Council finds the application and acceptance of the FTA grant for the Fair Value Commuting project to be categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines §15306 (basic data collection, research, experimental management and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource).

INTRODUCED AND PASSED: January 9, 2017

AYES: DUBOIS, FILSETH, FINE, HOLMAN, KNISS, KOU, SCHARFF, TANAKA, WOLBACH

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

DocuSigned by:
Beth Minor
45F95502DB71492...

City Clerk

DocuSigned by:
H. Gregory Seeliger
6FB3765F09D34EA...

Mayor

APPROVED AS TO FORM:

DocuSigned by:
Molly Stump
3BA4738653574A9...

City Attorney

APPROVED:
DocuSigned by:
J. H. J. J.
38E7298FB2064DB...

City Manager

DocuSigned by:
Hillary Gitelman
F07E6801E21E441...

Director of Planning and Community Environment

DocuSigned by:
[Signature]
228154BC90A8478...

Director of Administrative Services

CERTIFICATION The undersigned duly qualified City Clerk, acting on behalf of The City of Palo Alto, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Council of the City of Palo Alto held on January 9, 2017.

Beth Minor

City Clerk

1/12/2017

Date

Certificate Of Completion

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Subject: Please DocuSign this document: RESO 9659 FTA.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 6
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 6	
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Kim Lunt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	kimberly.lunt@cityofpaloalto.org
	IP Address: 199.33.32.254

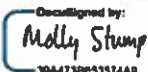
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Signer Events

Molly Stump
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City Attorney
City of Palo Alto
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Not Offered via DocuSign
ID:

Signature

DocuSigned by:

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Lalo Perez
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Chief Financial Officer
City of Palo Alto
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Not Offered via DocuSign
ID:

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Hillary Gitelman
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Security Level: Email, Account Authentication (None)

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Using IP Address: 199.33.32.254



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Electronic Record and Signature Disclosure: Not Offered via DocuSign
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James Keene
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City Manager
City of Palo Alto
Security Level: Email, Account Authentication (None)
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ID: 44fe333a-6a81-4cb7-b7d4-925473ac82e3

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Signer Events	Signature	Timestamp
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<p>Beth Minor Beth.Minor@CityofPaloAlto.org City Clerk City of Palo Alto Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  45F95020B71482 Using IP Address: 199.33.32.254</p>	<p>Sent: 1/12/2017 10:53:06 AM Viewed: 1/12/2017 10:57:30 AM Signed: 1/12/2017 10:57:48 AM</p>
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Award

Federal Award Identification Number (FAIN)	CA-2017-020-00
Temporary Application Number	2303-2017-1
Award Name	Bay Area Fair Value Commuting (FVC) Demonstration Project
Award Status	Obligated / Ready for Execution
Award Budget Number	0

Part 1: Recipient Information

Name: PALO ALTO, CITY OF

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2303	City	CITY OF PALO ALTO	050520782

Location Type	Address	City	State	Zip
Headquarters	250 HAMILTON AVE	PALO ALTO	CA	94301
Physical Address	250 HAMILTON AVE	PALO ALTO	CA	94301
Mailing Address	P. O. BOX 10250	PALO ALTO	CA	94303

Union Information

There are no union contacts for this application

Part 2: Award Information

Title: Bay Area Fair Value Commuting (FVC) Demonstration Project

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
CA-2017-020-00	Obligated / Ready for Execution	Cooperative Agreement	1/17/2017	1/17/2017	No

Award Executive Summary

The Bay area Fair Value Commuting (FVC) Demonstration Project is a Mobility on Demand (MOD) research and demonstration project.

In pursuit of Bay Area congestion relief and air quality improvement, state/regional/local objectives have converged on 15% per-capita VMT reduction and 2x transit/biking use. In pursuit of regional objectives, this MOD Sandbox demonstration project has the potential to gradually reduce Bay Area single occupancy vehicle (SOV) commute share from 75% to 50%. The demonstration project's technology/policy solution is called Fair Value Commuting and consists of five components.

- Enterprise Commute Trip Reduction (ECTR) software.
- Mobility Aggregation (MobAg) app, a mobile multimodal trip planning application.
- A revenue-neutral workplace parking feebate.
- Gap Filling analytics; and
- Reduction of systemic obstacles to transit use.

The total eligible project cost is \$1,356,250. The federal funding will include \$329,842 in FY14, and \$755,158 in FY 16 Section 5312 funding for a total federal participation of \$1,085,000. These funds will be matched with \$271,250 in local cost share.

Attachments to this application include the project's Statement of Work (SOW).

This application includes funds for Research and/or Development activities.

Federal Role: The FTA will actively participate in the project activities by directing activities, attending review meetings, commenting on technical reports, and maintaining frequent contact with the local project manager. FTA reserves the right to re-direct project activities and funding for the project supported under this Award and their related activities.

Recipient Role: The City of Palo Alto, along with its project partners, will manage the project as outlined in the attached statement of work including, preparing technical, status, and financial reports; and submitting deliverables.

Special Conditions:

The recipient will ensure the project team cooperates and provides support to the independent evaluator, as designated by FTA, in their efforts to evaluate the MOD Sandbox projects and the overall MOD Sandbox program, including input to the evaluation plan, as appropriate, and ensuring their MOD sandbox project team provides the independent evaluator qualitative and/or quantitative data as specified in the evaluation plan.

The recipient will develop a plan for how the project will address accessible and equitable mobility service for all travelers and will address in particular how the project will provide equivalent service for all travelers as required by U.S. DOT ADA regulations.

The recipient will coordinate with FTA any significant media relations and community outreach directly related to the MOD Sandbox program.

The local share of this award may be deferred as necessary, consistent with the project milestone schedule. The recipient will be reimbursed for actual costs, as detailed in the project milestone schedule and project budget. The Recipient agrees that it will maintain adequate cost records to support any payment request, and that the payment requested will not exceed the Federal share of the costs actually incurred for the milestone.

The Recipient shall comply with the requirements of FTA Circular 6100.1E, "Research, Technical Assistance and Training Program: Application Instructions and Program Management Guidelines."

The Recipient is responsible for awarding or managing any third party contracts or partnering arrangements associated with this project in accordance with the requirements of FTA Circular 4220.1F, "Third Party Contracting Requirements."

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Frequency of Milestone Progress Reports (MPR)

Quarterly

Frequency of Federal Financial Reports (FFR)

Quarterly

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Christina	Gikakis		Christina.Gikakis@dot.gov	(202) 366-2637
Gil	Friend	Chife Sustainability Officer	gil.friend@cityofpaloalto.org	650-329-2447

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$329,842
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$755,158
Local			\$0
Local/In-Kind			\$271,251
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,356,251

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CA-2017-020-01-00	550-00 (550-A1) Research Projects	\$1,085,000.00	\$271,251.00	\$1,356,251.00	0
CA-2017-020-01-00	55.14.00 MANAGERIAL, TECHNICAL & PROFESSIONAL	\$32,000.00	\$8,000.00	\$40,000.00	0
CA-2017-020-01-00	55.54.00 OTHER	\$48,000.00	\$12,000.00	\$60,000.00	0
CA-2017-020-01-00	55.74.00 OTHER PROJECT COSTS	\$755,158.00	\$188,790.00	\$943,948.00	0
CA-2017-020-01-00	55.74.00 OTHER PROJECT COSTS	\$249,842.00	\$62,461.00	\$312,303.00	0

Earmark and Discretionary Allocations

Earmark ID	Earmark Name	Amount Applied
D2017-MODD-004	Bay Area Fair Value Commuting Demonstration (Palo Alto)	\$755,158
D2017-MODD-003	Bay Area Fair Value Commuting Demonstration (Palo Alto)	\$329,842

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount
CA-26-1013	CA-2017-020-01-00	Research Projects	550-00 (550)	A1	060000	California	2014.23.26.TD.1	01	Tech demonstration & deployment	\$329,842
CA-26-1013	CA-2017-020-01-00	Research Projects	550-00 (550)	A2	060000	California	2016.25.26.TD.2	01	Research, Development, Demonstration, and Deployment	\$755,158

Part 3: Project Information

Project Title: Bay Area Fair Value Commuting (FVC) Demonstration Project

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CA-2017-020-01-00	2303-2017-1-P1	1/17/2017	10/13/2016	7/1/2019

Project Description

The FVC demo project will demonstrate how technology can aid in reducing traffic congestion. The project will take place in Silicon Valley, which has one of the highest congestion levels in the nation; and will span approximately two years. The demo project will be lead by the City of Palo Alto in conjunction with Joint Venture Silicon Valley.

Project Benefits

Key FVC benefits on a Regional scale are:

- Creates \$670M/year of new transit, biking, carpool, and mobility service funding out of thin air (equivalent to a half-cent sales tax).
- Benefits lower income workers more than higher income workers.
- Reduces 1M car trip/day, 1.3M tons/GHG/year, 3.4B VMT/year at a “negative cost” of \$558/ton GHG reduced.
- Creates a large new pro-transit voting constituency

Additional Information

The FVC demonstration project's Statement of Work (SOW) is attached to this grant application.

Location Description

The demonstration project will take place in the San Francisco, California, Bay Area, specifically Silicon Valley.

Project Location (Urbanized Areas)

UZA Code	Area Name
060000	California

Congressional District Information

State	District	Representative
California	18	Anna Eshoo
California	17	Ro Khanna

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$329,842
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$755,158

Local			\$0
Local/In-Kind			\$271,251
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,356,251

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CA-2017-020-01-00	550-00 (550-A1) Research Projects	\$1,085,000.00	\$271,251.00	\$1,356,251.00	0
CA-2017-020-01-00	55.14.00 MANAGERIAL, TECHNICAL & PROFESSIONAL	\$32,000.00	\$8,000.00	\$40,000.00	0
CA-2017-020-01-00	55.54.00 OTHER	\$48,000.00	\$12,000.00	\$60,000.00	0
CA-2017-020-01-00	55.74.00 OTHER PROJECT COSTS	\$755,158.00	\$188,790.00	\$943,948.00	0
CA-2017-020-01-00	55.74.00 OTHER PROJECT COSTS	\$249,842.00	\$62,461.00	\$312,303.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 55.14.00 - MANAGERIAL, TECHNICAL & PROFESSIONAL

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Research Projects (550-00)	55.14.00	MANAGERIAL, TECHNICAL & PROFESSIONAL	PERSONNEL	0

Extended Budget Description

This line item is for City of Palo Alto staff and internal resources to support grant project.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$32,000
Local			\$0
Local/In-Kind			\$8,000
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$40,000

Milestone Name	Est. Completion Date	Description
Start Date	10/13/2016	Start date is date of Letter of No Prejudice issued for the project, and beginning of initial project activities. Estimated completion date is estimated date project activities will be completed.
End Date	7/1/2017	End date is end of project activities.

Budget Activity Line Item: 55.54.00 - OTHER

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Research Projects (550-00)	55.54.00	OTHER	CONTRACTUAL	0

Extended Budget Description

This line item covers 3rd party support products and services such as travel, equipment, supplies, and project support consulting services.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$48,000
Local			\$0
Local/In-Kind			\$12,000
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
Total Eligible Cost	\$60,000

Milestone Name	Est. Completion Date	Description
Completion Date	7/1/2019	This milestone covers project support provided through 3rd party vendors, project travel, supplies, and equipment.
Start Date	10/13/2016	The start date of this milestone is the date of the Letter of No Prejudice issued for the project on 10/13/2016.

Budget Activity Line Item: 55.74.00 - OTHER PROJECT COSTS

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Research Projects (550-00)	55.74.00	OTHER PROJECT COSTS	OTHER	0

Extended Budget Description

This activity line item covers work performed by project "Key Partners" as listed in the City's Project Proposal responding to Federal Register / Vol. 81, No. 85 / Tuesday, May 3, 2016 "Public Transportation Innovation Funding Opportunity; Mobility on Demand (MOD) Sandbox Demonstration Program". Specifically paragraph "C. Eligibility Information" of this Federal Register Notice indicates among other things: "A key partner is essential to the project as approved by FTA and is therefore eligible for a noncompetitive award by the applicant to provide goods or services described in the application."

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$249,842
Local			\$0
Local/In-Kind			\$62,461
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$312,303

Milestone Name	Est. Completion Date	Description
Start Date	10/13/2016	Start date is date of Project Letter of No Prejudice 10/13/2016.
End Date	7/1/2019	End date is completion of project activities.

Budget Activity Line Item: 55.74.00 - OTHER PROJECT COSTS

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Research Projects (550-00)	55.74.00	OTHER PROJECT COSTS	OTHER	0

Extended Budget Description

This activity line item covers work performed by project "Key Partners" as listed in the City's Project Proposal responding to Federal Register / Vol. 81, No. 85 / Tuesday, May 3, 2016 "Public Transportation Innovation Funding Opportunity; Mobility on Demand (MOD) Sandbox Demonstration Program". Specifically paragraph "C. Eligibility Information" of this Federal Register Notice indicates among other things: "A key partner is essential to the project as approved by FTA and is therefore eligible for a noncompetitive award by the applicant to provide goods or services described in the application."

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$755,158
Local			\$0
Local/In-Kind			\$188,790
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$943,948

Milestone Name	Est. Completion Date	Description
Start Date	10/13/2016	Start Date is the date of the Project's Letter of No Prejudice.
End Date	7/1/2019	End Date is date of completion of project activities.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit

authorities to continue existing service or increase service to meet routine demand.

Date	Description	Date
	Class IIc CE Approved	1/9/2017

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

FTA Review Internal Comments

Comment By **Christina Gikakis**

Comment Type Environmental Concurrence

Date 1/18/2017

Comment This project has a categorical exclusion.

Comment By **Christina Gikakis**

Comment Type Technical Concurrence

Date 1/18/2017

Comment The Project Manager has reviewed and approved this application and submits it for approval.

Comment By **Gwo-Wei Torng**

Comment Type Operations Concurrence

Date 2/9/2017

Comment

Comment By **Jamie Pfister**

Comment Type Planning Concurrence

Date 2/9/2017

Comment Selected as part of 2016 MOD Sandbox; ready for award of these funds previously announced in Oct 2016.

Comment By **Stephen Pereira**

Comment Type Legal Concurrence

Date 2/10/2017

Comment

Comment By Vincent Valdes

Comment Type RA Concurrence

Date 2/10/2017

Comment

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**COOPERATIVE AGREEMENT
(FTA C-23, October 1, 2016)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official sign this Cooperative Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Cooperative Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Cooperative Agreement with FTA, and binds its compliance with the terms of this Cooperative Agreement.

The following documents are incorporated by reference and made part of this Cooperative Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(23), October 1, 2016, <http://www.fta.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS COOPERATIVE AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS COOPERATIVE AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS COOPERATIVE AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

Recipient Information

Recipient Name: PALO ALTO, CITY OF

Recipient ID: 2303

DUNS No: 050520782

Award Information

Federal Award Identification Number: CA-2017-020-00

Award Name: Bay Area Fair Value Commuting (FVC) Demonstration Project

Award Executive Summary: The Bay area Fair Value Commuting (FVC) Demonstration Project is a Mobility on Demand (MOD) research and demonstration project.

In pursuit of Bay Area congestion relief and air quality improvement, state/regional/local objectives have converged on 15% per-capita VMT reduction and 2x transit/biking use. In pursuit of regional objectives, this MOD Sandbox demonstration project has the potential to gradually reduce Bay Area single occupancy vehicle (SOV) commute share from 75% to 50%. The demonstration project's technology/policy solution is called Fair Value Commuting and consists of five components.

- Enterprise Commute Trip Reduction (ECTR) software.
- Mobility Aggregation (MobAg) app, a mobile multimodal trip planning application.
- A revenue-neutral workplace parking feebate.
- Gap Filling analytics; and
- Reduction of systemic obstacles to transit use.

The total eligible project cost is \$1,356,250. The federal funding will include \$329,842 in FY14, and \$755,158 in FY 16 Section 5312 funding for a total federal participation of \$1,085,000. These funds will be matched with \$271,250 in local cost share.

Attachments to this application include the project's Statement of Work (SOW).

This application includes funds for Research and/or Development activities.

Federal Role: The FTA will actively participate in the project activities by directing activities, attending review meetings, commenting on technical reports, and maintaining frequent contact with the local project manager. FTA reserves the right to re-direct project activities and funding for the project supported under this Award and their related activities.

Recipient Role: The City of Palo Alto, along with its project partners, will manage the project as outlined in the attached statement of work including, preparing technical, status, and financial reports; and submitting deliverables.

Special Conditions:

The recipient will ensure the project team cooperates and provides support to the independent evaluator, as designated by FTA, in their efforts to evaluate the MOD Sandbox projects and the overall MOD Sandbox program, including input to the evaluation plan, as appropriate, and ensuring their MOD sandbox project team provides the independent evaluator qualitative and/or quantitative data as specified in the evaluation plan.

The recipient will develop a plan for how the project will address accessible and equitable mobility service for all travelers and will address in particular how the project will provide equivalent service for all travelers as required by U.S. DOT ADA regulations.

The recipient will coordinate with FTA any significant media relations and community outreach directly related to the MOD Sandbox program.

The local share of this award may be deferred as necessary, consistent with the project milestone schedule. The recipient will be reimbursed for actual costs, as detailed in the project milestone schedule and project budget. The Recipient agrees that it will maintain adequate cost records to support any payment request, and that the payment requested will not exceed the Federal share of the costs actually incurred for the milestone.

The Recipient shall comply with the requirements of FTA Circular 6100.1E, "Research, Technical Assistance and Training Program: Application Instructions and Program Management Guidelines."

The Recipient is responsible for awarding or managing any third party contracts or partnering arrangements associated with this project in accordance with the requirements of FTA Circular 4220.1F, "Third Party Contracting Requirements."

Total Award Budget: \$1,356,251.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$1,085,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$271,251.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$1,085,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$271,251.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$329,842
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$755,158
Local			\$0
Local/In-Kind			\$271,251
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,356,251

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

Project Information

Project Number	Project Title	Project Description
CA-2017-020-01-00	Bay Area Fair Value Commuting (FVC)	The FVC demo project will demonstrate how technology can aid in reducing traffic congestion. The project will take place in Silicon

Demonstration Project Valley, which has one of the highest congestion levels in the nation; and will span approximately two years. The demo project will be lead by the City of Palo Alto in conjunction with Joint Venture Silicon Valley.

Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$329,842
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$755,158
Local			\$0
Local/In-Kind			\$271,251
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,356,251

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

TERMS AND CONDITIONS

Special Conditions

There are no special conditions.

Awarded By:
 Jamie Pfister
 Supervisor
 FEDERAL TRANSIT ADMINISTRATION
 U.S. DEPARTMENT OF TRANSPORTATION
 Contact Info:
 Award Date: 2/15/2017 1:40 PM GMT+00:00

EXECUTION OF THE COOPERATIVE AGREEMENT

There are several identical counterparts of this Cooperative Agreement in typewritten hard copy. Each counterpart is:

- (1) Fully signed in writing by the duly authorized officials of FTA or the Federal Government and the Recipient, and
- (2) Deemed to be an original having identical legal effect.

Upon full execution of this Cooperative Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Cooperative Agreement.

By executing this Cooperative Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Cooperative Agreement.

Executed By:

PALO ALTO, CITY OF

**CITY OF PALO ALTO CONTRACT NO. C19173099
GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND RIGHT CLICK SOLUTIONS, INC.**

THIS AGREEMENT made and entered into on the 26th day of November, 2018, by and between the **CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”)**, and **RIGHT CLICK SOLUTIONS, INC, a CALIFORNIA CORPORATION** located at 230 PACIFIC STREET, SUITE 202, SANTA MONICA, CA 90405, Telephone Number: 516-864-3189 (**“CONTRACTOR”**). In consideration of their mutual covenants, the parties hereto agree as follows:

- 1. SERVICES.** CONTRACTOR shall provide or furnish the services (the “Services”) described in the Scope of Services, attached at Exhibit A.

Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 5 of this Agreement. CONTRACTOR shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 5.

- 2. EXHIBITS.** The following exhibits are attached to and made a part of this Agreement:

- “A” - Scope of Services
- “A-1” – On-Call Task Order (Optional)
- “B” - Schedule of Performance
- “C” – Schedule of Fees
- “D” - Insurance Requirements
- “E” - “Amended and Restated Agreement for Services of Independent Contractor” agreement between the Peninsula Traffic Congestion Relief Alliance and Contractor, executed August 15, 2016.
- “F” - FTA REQUIREMENTS

CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.

3. TERM.

The term of this Agreement is from November 1, 2018 to December 31, 2019 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions.

4. SCHEDULE OF PERFORMANCE. CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached at Exhibit B. Time is of the essence in this Agreement.

5. COMPENSATION FOR ORIGINAL TERM. CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

The total maximum lump sum compensation of _____ dollars (\$ _____);
OR

The sum of _____ dollars (\$ _____) per hour, not to exceed a total maximum compensation amount of _____ dollars (\$ _____); **OR**

A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of one hundred and four thousand dollars (\$104,000).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

CITY has set aside the sum of forty-six thousand three hundred fifty dollars (\$46,350) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

6. COMPENSATION DURING ADDITIONAL TERMS.

- CONTRACTOR’S compensation rates for each additional term shall be the same as the original term; **OR**
- CONTRACTOR’s compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR’s compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR’s compensation rates shall be reflected in a written amendment to this Agreement.

7. CLAIMS PROCEDURE FOR “9204 PUBLIC WORKS PROJECTS”. For purposes of this Section 7, a “9204 Public Works Project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Public Contract Code Section 9204 mandates certain claims procedures for Public Works Projects, which are set forth in “Appendix __Claims for Public Contract Code Section 9204 Public Works Projects”.

- This project is a 9204 Public Works Project** and is required to comply with the claims procedures set forth in Appendix __, attached hereto and incorporated herein.

OR

- This project is not a 9204 Public Works Project.**

8. INVOICING. Send all invoices to CITY, Attention: Project Manager. The Project Manager is: Hillary Rupert, Dept.: CMO, Telephone: 650-776-9208. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by

CITY. The CONTRACTOR also agrees to include its in-kind services as part of the regular monthly invoices. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 8 above, these general terms and conditions and the attached exhibits.
- B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled "SERVICES," and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR's representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.
- C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
- D. SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
- E. TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR's business.
- F. COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.
- G. PALO ALTO MINIMUM WAGE ORDINANCE.** CONTRACTOR shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum

Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONTRACTOR shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONTRACTOR shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

- J. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- L. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- M. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- N. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described at Exhibit D. Insurance must be provided by companies with a Best's Key Rating of A-:VII or higher and which are otherwise acceptable to CITY's Risk Manager. The Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to the Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance

shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.

- O. HOLD HARMLESS.** Each Party shall indemnify and hold harmless to the fullest extent permitted by law the other Party and each of their respective affiliates, owners, lenders, directors, officers, investors, members, managers, employees, attorneys, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorney's fees and disbursements that any of them may suffer from or incur and that may directly or indirectly arise and/or result from either Party's gross negligence or willful misconduct. Notwithstanding the foregoing or anything to the contrary contained herein or in any other writing, CONTRACTOR's aggregate indemnification obligations shall be capped at the Aggregate Liability Amount (defined below.)
- P. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
- Q. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- R. TERMINATION.** The City Manager may terminate this Agreement without cause by giving sixty (60) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to CONTRACTOR's failure to perform its material

obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.

- S. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY.
- T. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. CONTRACTOR certifies that no CITY officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with CONTRACTOR has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. CONTRACTOR agrees to advise CITY if any conflict arises.
- U. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of California.
- V. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.
- W. NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

X. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.

Y. AUTHORITY. The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Z. PREVAILING WAGES

This Project is not subject to prevailing wages. CONTRACTOR is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the Agreement is not a public works contract, if Agreement does not include a public works construction project of more than \$25,000, or the Agreement does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

OR

Contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Agreement for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

AA. DIR REGISTRATION. In regard to any public work construction, alteration, demolition, repair or maintenance work, CITY will not accept a bid proposal from or enter into this Agreement with CONTRACTOR without proof that CONTRACTOR and its listed subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work, subject to limited exceptions. City requires CONTRACTOR and its listed subcontractors to comply with the requirements of SB 854.

CITY provides notice to CONTRACTOR of the requirements of California Labor Code section 1771.1(a), which reads:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the Agreement is awarded.”

CITY gives notice to CONTRACTOR and its listed subcontractors that CONTRACTOR is required to post all job site notices prescribed by law or regulation and CONTRACTOR is subject to SB 854-compliance monitoring and enforcement by DIR.

CITY requires CONTRACTOR and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, CONTRACTOR and its listed subcontractors, in connection with the Project.

The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of CONTRACTOR and its listed subcontractors, respectively.

At the request of CITY, acting by its project manager, CONTRACTOR and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of CITY’s request.

[For state- and federally-funded projects] CITY requests CONTRACTOR and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.

If the certified payroll records are not produced to the project manager within the 10-day period, then CONTRACTOR and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and CITY shall withhold the sum total of penalties from the progress payment(s) then due and payable to CONTRACTOR.

Inform the project manager of the location of CONTRACTOR's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

BB. CONTRACT TERMS. All unchecked boxes do not apply to this Agreement. In the case of any conflict between the terms of this Agreement and the exhibits hereto or CONTRACTOR's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONTRACTOR's proposal, the exhibits shall control.

9. INTELLECTUAL PROPERTY. The CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party. All developments, inventions, creations, contributions, plans, designs, deliverables (including the Deliverables) and any and all other work product (whether in tangible media, electronic media or otherwise) that CONTRACTOR directly or indirectly develops (whether by itself or with others) in the course of this Agreement, or using Confidential Information (or any portion thereof) in the scope of Services belonging to or directly or indirectly provided by the CITY, or using facilities or other resources of the CITY if related to the CITY's current or future business interests (all of the foregoing work product items collectively are the "work product"), shall be owned exclusively by the CONTRACTOR and shall include all rights, title and interest in and/or to any Deliverables (collectively, the "Deliverables") whether or not created as part of the Services rendered by CONTRACTOR pursuant to this Agreement, and all patent, trademark, copyright and other intellectual property rights thereto. All such work product shall be deemed a "work made for hire" for the CONTRACTOR as author and owner to the fullest extent permitted by applicable law. To the extent that any portions of the work product are not eligible as a work made for hire, CITY hereby assigns and transfers entirely and irrevocably to the CONTRACTOR all rights, title and interest in and to the work product (including without limitation any and all intellectual property rights thereto and all goodwill associated therewith and symbolized thereby), in any and all media now or hereafter known, throughout the world and in perpetuity. CITY shall, in accordance with the terms herein at no out of pocket cost to City, reasonably assist CONTRACTOR with execution of documents and other efforts necessary or helpful for the CONTRACTOR's registration, confirmation, enforcement, defense or maintenance of the CONTRACTOR's intellectual property rights in and to the work product as contemplated herein. CITY hereby irrevocably waives any and all "moral rights" and similar rights now or hereafter existing in and to all work product developed under this Agreement. In addition,

CITY recognizes CONTRACTOR's exclusive right, title, and interest in and to all service marks, trademarks, and trade names and other intellectual property directly or indirectly used by CONTRACTOR and CITY agrees not to directly or indirectly engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair CONTRACTOR's exclusive right, title, and interest therein, nor shall CITY directly or indirectly cause diminishment of value of said trademarks or trade names or intellectual property through any act or representation. The CITY shall not apply for, use, acquire, or claim any right, title, or interest in or to any CONTRACTOR service marks, trademarks, or trade names, or other intellectual property that may be confusingly similar to any of them, through advertising or otherwise. Notwithstanding the other terms of this Section 9, CONTRACTOR is subject to the intellectual property rights of the United States Federal Transit Administration ("FTA") as promulgated in the FTA's Master Agreement, as amended by the FTA. Should the FTA assert its rights pursuant to the Master Agreement to CONTRACTOR's intellectual property developed under this Agreement, CONTRACTOR shall transfer and/or license intellectual property to the FTA or otherwise comply with the FTA's requirements as detailed in the Master Agreement; provided that the Contractor's platform shall at all times remain the exclusive property of Contractor.

10. **CONFIDENTIAL INFORMATION; NO RESTRICTIONS.** Except as permitted herein and subject to applicable laws, including any disclosure requirements impacting the City, each party agrees to preserve as confidential and hold in trust for the benefit of the other Party all Confidential Information (defined below) learned in connection with or related to this Agreement and/or CONTRACTOR's engagement. Each Party will not directly or indirectly use or disclose Confidential Information outside the scope of Services or the delivery of the Deliverables of the other Party, regardless of why this Agreement ended. "Confidential Information" includes source code, library code, object code, know-how, deliverables, trade secrets, tech pack data and instructions, technical data, processes, designs, collection plans, graphic designs, sourcing, inventions, discoveries, applications, business plans, computer software designs and systems, routines and sub-routines, market studies, processing techniques, personally identifiable information, all intellectual property rights. If either Party requests, the non-requesting Party shall promptly return to the requesting Party or permanently destroy, or irretrievably delete and verify same in writing, as specified by the requesting Party, all of the requesting Party's Confidential Information, together with all copies, extracts, notes or summaries thereof.
11. **MARKETING.** CONTRACTOR may use CITY'S name in CONTRACTOR's marketing materials. CONTRACTOR may also use CITY'S logo (the "Marks") in marketing materials, provided that CONTRACTOR has obtained CITY'S consent in connection with any such marketing materials use. Upon receipt of CITY's

consent in connection with any such marketing materials use, CONTRACTOR may use the Marks only in compliance with this Agreement and only in compliance with CITY's intellectual property policy, provided that a copy of same is timely delivered to CONTRACTOR.

12. LIMITATION OF LIABILITY.

- a. **LIMITATION OF LIABILITY OF CITY.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 ("COMPENSATION FOR ORIGINAL TERM") OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

- b. **LIMITATION OF LIABILITY OF CONTRACTOR.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR ELSEWHERE, IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CITY FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY LOSS OF PROFIT OR LOSS OF BUSINESS BY CITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH POTENTIAL CLAIM, LOSS OR DAMAGE. EXCEPT AS PROVIDED IN THE IMMEDIATELY FOLLOWING SENTENCE, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT OF CONTRACTOR TO CITY EXCEED TWO TIMES THE DOLLAR AMOUNT RECEIVED BY CONTRACTOR HEREUNDER FROM THE CITY. CONTRACTOR'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) DAMAGES CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) CONTRACTOR'S OBLIGATIONS TO INDEMNIFY AND DEFEND CITY PURSUANT TO SECTION O ("HOLD HARMLESS") OF THIS AGREEMENT, (3) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS AGREEMENT, (4) STATUTORY DAMAGES SPECIFIED IN THIS AGREEMENT, AND (5) WRONGFUL DEATH CAUSED BY CONTRACTOR.

13. DISCLAIMER. SUBJECT TO THE WARRANTY PERIOD (DEFINED BELOW), THE SERVICES AND DELIVERABLES ARE DELIVERED "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING EXPRESSED OR IMPLIED AND/OR ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

14. WARRANTY. Subject to the terms herein, Contractor warrants that the services contemplated hereunder shall materially perform and shall be free from

reasonable defects 30 days from delivery to CITY (the "Warranty Period"). Notwithstanding the foregoing or anything to the contrary contained herein, no warranty or any repair or replacement requirement shall apply or otherwise be available under the Agreement by Contractor and Contractor shall not be obligated to correct or address same if same results or arises from any modification, change and/or revision to the services or any part thereof unless such modifications, changes and/or revisions is made by Contractor or someone authorized by Contractor to perform them.

- 15. **DATA SECURITY.** Contractor shall follow all data security requirements imposed by the "Amended and Restated Agreement for Services of Independent Contractor" agreement between the Peninsula Traffic Congestion Relief Alliance and Contractor as executed August 15, 2016 (attached as Exhibit E to this Agreement) and as amended. Such requirements include but are not limited to: Section 38 ("Handling of Confidential Information"), Section 43 ("Data Security"), and Section 44 ("Notice of Security Breach").

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

RIGHT CLICK SOLUTIONS, INC.

DocuSigned by:
Soren Eilertsen
4C051CE79F76425...
Soren Eilertsen
CEO

Approved as to form:

DocuSigned by:
Jeffery Chernick
4F4D378408E0465...
Jeffery Chernick
Co-Founder

EXHIBIT A SCOPE OF SERVICES

A. Enterprise Commute Trip Reduction Core Platform

This Scope of Services reflects the deliverables RideAmigos will provide under the Fair Value Commuting (FVC) grant for the enhanced development of its Enterprise Commute Trip Reduction (ECTR) core platform, RideAmigos Unity. The core platform includes:

- Localized trip planners with complete access to multimodal transportation options, including public transit, ridesharing, vanpooling, walking, cycling and more
- Interactive commuter dashboards that help users track vital information in a single, easily accessible place
- Innovative trip tracking options
- Mobility App data integrations
- Gamification and incentivization campaigns
- Complete survey management, distribution and analytics tools for administrators
- Ridesharing options
- GIS reporting tools

B. Fair Value Commuting Custom Development

Under the FVC grant, the City of Palo Alto has a total development budget of \$104,000 for feature development of the RideAmigos Unity platform, suited to the pilot project goals. Additionally, RideAmigos will be providing an additional 20% engineering & development hours in-kind to the FVC pilot. This contract is a software development agreement for that scope of work. The FVC custom feature development will include:

- Payroll integration: Payroll export focused on meeting the needs of Bay Area pilots
- Parking Cashout/Feebate*: creation of the software feature to support the administration of the incentive program
- Commuter Wallet integration: a documented bi-directional data exchange mechanism (e.g., API) for interacting with the separate Commuter Wallet application, that is focused on exchanging trip tracking and fees/incentives data.
- Customized reporting to support the evaluation of the pilot program

*The feebate pilot program aims to gain insights about the concept efficacy in a variety of organizations. Feebate allows for employers to operate a revenue-neutral incentive program to discourage the use of parking facilities and encourage the use of “alternative” modes of transportation with many potential benefits. The core ECTR RideAmigos platform paired with the FVC custom development will enable the ability to

facilitate the feebate pilots with the pilot participants.

For individual participants, the program will minimally:

- Track the daily use of the parking facilities
- Maintain a ledger with:
 - a. A fee for each day parked
 - b. A credit for each day not parked
- Provide the accounting details for payroll processing

Beyond the minimum requirements, the program should:

- Minimize participation effort/requirements
- Provide regular clear communications
- Measure the impact of behavior change

Implementation

RideAmigos will provide the interface and other supporting technologies to enable program participation, management, and reporting for each of the Pilot employers/worksites.

The feature set rollouts and deliverable dates, as outlined in Exhibit B – Schedule of Performance, will in turn enhance the platform already licensed by San Mateo County (Commute.org) and other existing RideAmigos clients in the Bay Area region. Training, support, and licensing are already included in those contracts. Within the framework of those existing contracts, up to five pilot projects will be launched to test the enhancements funded by the FVC grant under the City of Palo Alto.

Maintenance & Hosting

- Roll-out of small updates often occur daily in the interest of customer requests, language and feature enhancements, and possible bug fixes.
- Updates that will hinder or change our customer's current workflow will not be pushed without making it a customizable feature.
- Release notes detail the new features/fixes, and allow clients to request them to be turned on.
- Continuous monitoring of activity logs and fixes of any errors as they occur.
- Application upgrades and maintenance.
- Hosting on advanced cluster including application servers, database servers, trip planning servers and use of third-party APIs.
- Geo-isolated redundancy.
- Purchase and management of custom SSL certificate for your domain.
- Backup management: Dedicated servers- geo-isolated fail-over/ backup secure data centers.
- 24x7x365 server and support monitoring and maintenance with emergency contact information provided.
- 99.996% uptime SLA

RideAmigos Academy Enrollment

The RideAmigos Academy is a space to collaborate with other transportation professionals to share ideas, solve common problems, and create solutions. It's all the non-software benefits from RideAmigos, made available for the growth and development of your initiatives. Membership Details:

- Collaborate with RideAmigos and our partners to tighten up your programs and strategies
- Connect with other RideAmigos partners trying to solve similar problems
- Access shared materials, resources, and exclusive user-group events/discussions
- Join unlimited Coffee Talks (our webinar series), and create opportunities to present, share, and collaborate
- Receive real-time information, news and updates in the RideAmigos world
- Monthly updates from the Academy highlight new features and partners, announce upcoming events, and recognize the accomplishments of members
- Contribute ideas to the future development of the platform, programs, and opportunities

ADDITIONAL SERVICES

Upon written approval of the City pursuant to the conditions for Additional Services found in Section 5 (Compensation for the Original Term) to this Agreement, RideAmigos shall provide the following Additional Services at the rate listed below. At the time of execution of this Agreement, City authorizes one pilot at the rate of \$15,450. City may, at its sole discretion, authorize up to two additional pilots (for a total of three pilots).

Santa Clara County Pilots - \$15,450/Pilot.

RideAmigos is offering its ECTR core platform plus the FVC custom development for a lump sum fee of \$15,450 per Santa Clara County pilot participant, for the duration of the of the agreement. The fee includes:

- ECTR Core Platform Development & License (refer to Exhibit A-A.)
- On-boarding, Support & Admin Training
- Maintenance & Hosting
- RideAmigos Academy Enrollment
- Fair Value Commuting Custom Development (refer to Exhibit A-B.)
- Fair Value Commuting Custom Development Schedule (refer to Exhibit B)

On-boarding, Support & Admin Training

- Platform upgrades, including most future enhancements of RideAmigos web platform, including minor platform enhancements requested by Client that are completed "on the house" once deemed effective and minimal in scope. Customer support within 48 hours of support ticket submission with mobile access to our team.
- Platform design adjustments including placement of banners, multiple color and/or logo changes, dashboard reorganization.

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- Pre-launch support with pilot plan including detailed guidance on strategies for challenges, incentives, recommended prizes/rewards, program structure.
- Monthly check-ins from your RideAmigos Account Manager.

EXHIBIT B
SCHEDULE OF PERFORMANCE

CONTRACTOR shall perform the Services so as to complete each task within the time period specified below. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONTRACTOR and CITY so long as all work is completed within the term of the Agreement. Upon request CONTRACTOR shall provide a detailed schedule of work consistent with the schedule below.

Month	Deliverable	Payment Schedule (Amount of total)
Phase 1 - Initial Onboarding and Baseline Data Collection		
Nov 1st, 2018	Hosted RideAmigos Service for Pilot Organizations <ul style="list-style-type: none"> ● Establish hosted service ● Obtain local transportation mode data ● Configure software to allow for user segmentation (pilot vs non-pilot users) 	\$14,500
	Pilot 1 Fee	\$15,450
	November Invoice	\$29,950
Dec 1st, 2018	Onboard Pilot Organizations and Users <ul style="list-style-type: none"> ● Administrator training ● Rollout marketing / communications ● Baseline program configuration 	\$14,500
	Pilot 2 & 3 Fee (SUBJECT TO CITY'S ADDITIONAL AUTHORIZATION PURSUANT TO THE CONDITIONS FOR ADDITIONAL SERVICES FOUND IN SECTION 5 OF THIS AGREEMENT)	\$30,900
	December Invoice	\$45,400
Jan 1st, 2019	Baseline Data Collection <ul style="list-style-type: none"> ● Commute tracking without Feebate 	\$14,500
	January Invoice	\$14,500
Phase 2 – Feebate Implementation		
Feb 1st, 2019	Feebate Program Implementation	\$14,500

	<ul style="list-style-type: none"> ● Transportation Mode / Parking Tracking ● Customized for each Pilot Organization ● Program management ● Accounting and Audit <ul style="list-style-type: none"> ○ Payroll integrations (as applicable) ○ Manual CSV export/reporting ○ Automatic CSV export/reporting ○ Payroll platform integrations 	
	February Invoice	\$14,500
Mar 1st, 2019	Feebate Program Rollout <ul style="list-style-type: none"> ● Support materials ● End-user training ● Administrator training 	\$14,500
	March Invoice	\$14,500
Phase 3 – Data Collection and Reporting		
Apr 1st, 2019	Feebate Pilot Reporting Support <ul style="list-style-type: none"> ● Custom reporting for pilot program 	\$3,500
	April Invoice	\$3,500
May 1st, 2019	Maintenance/Support/Optimization	\$3,500
	May Invoice	\$3,500
Jun 1st, 2019	Maintenance/Support/Optimization	\$3,500
	June Invoice	\$3,500
Jul 1st, 2019	Maintenance/Support/Optimization	\$3,500
	July Invoice	\$3,500
Aug 1st, 2019	Maintenance/Support/Optimization	\$3,500
	August Invoice	\$3,500
Sept 1st, 2019	Maintenance/Support/Optimization	\$3,500

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	September Invoice	\$3,500
Oct 1st, 2019	Maintenance/Support/Optimization	\$3,500
	October Invoice	\$3,500
Nov 1st, 2019	Maintenance/Support/Optimization	\$3,500
	November Invoice	\$3,500
Dec 1st, 2019	Maintenance/Support/Optimization	\$3,500
	December Invoice	\$3,500
	Total Invoiced	\$150,350
<p>Maintenance/Support/Optimization will include general on going minor updates that do not require, included but not limited to new Scope requirements, user support for all items related to this SOW, and continuous improvements to the platform as RA deems necessary for success.</p>		

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**EXHIBIT C
SCHEDULE OF FEES**

CITY shall pay CONTRACTOR according to the rate schedule in Exhibit B. The maximum amount of compensation to be paid to CONTRACTOR, including both payment for services and reimbursable expenses, shall not exceed the amounts set forth in Sections 5 and 6 of the Agreement. Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

EXHIBIT D INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY PROPERTY DAMAGE BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH OCCURRENCE PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES		\$1,000,000
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
 - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

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A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**AMENDED AND RESTATED
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AMENDED AND RESTATED AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR (hereafter "Agreement") is effective as of June 30, 2016 and made by and between the Peninsula Traffic Congestion Relief Alliance (*d/b/a* Commute.org), having its principal place of business at 400 Oyster Point Blvd., Suite 409, South San Francisco, CA 94080 (hereafter "COMPANY"), and Right-Click Solutions, Inc. (*d/b/a* RideAmigos Corp.), having its principal place of business at 230 Pacific Street, Suite 202, Santa Monica, CA 90405 (hereafter "CONTRACTOR"), wherein CONTRACTOR agrees to provide and COMPANY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it shall perform the services required by COMPANY and COMPANY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

This Agreement is fully comprised of these terms and the Exhibits, which are incorporated herein by reference. The Exhibits to this Agreement follow and each is attached under separate cover:

- Exhibit A: Scope of Services
- Exhibit B: Pricing
- Exhibit C: Insurance

1. **DESIGNATED REPRESENTATIVES.** John Ford at phone number 650-588-8170 is the representative of COMPANY and will administer this Agreement for and on behalf of COMPANY. Jeffrey Chernick at phone number 516-864-3189 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after prior written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first overnight mail, postage prepaid, and delivered as follows (copies of all notices shall also be delivered via e-mail):

To COMPANY: Peninsula Traffic Congestion Relief Alliance (*d/b/a* Commute.org)
400 Oyster Point Blvd., Suite 409
South San Francisco, CA 94080
Attention: John Ford, Executive Director
Email: john@commute.org

To CONTRACTOR: Right-Click Solutions, Inc. (*d/b/a* RideAmigos Corp.)
230 Pacific Street, Suite 202
Santa Monica, CA 90405
Attention: Jeffrey Chernick, Chief Executive Officer
Email: jeff@rideamigos.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by overnight mail, shall be deemed to be received two (2) days following their deposit for delivery. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COMPANY in accordance with Exhibit A, attached hereto and incorporated herein by reference.

4. **PROJECT MANAGERS.** During the performance of this Agreement, the representative project managers for COMPANY and CONTRACTOR will be:

COMPANY: John Ford, Executive Director

CONTRACTOR: Jeffrey Chernick, CEO

5. **COMPENSATION OF CONTRACTOR AND MANNER OF PAYMENT.** In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COMPANY and which is delivered to the address given in Section 2, above. Unless otherwise specified in Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. **TERM.** CONTRACTOR shall commence performance after this Agreement has been executed and notice to proceed has been issued to CONTRACTOR by COMPANY. Subject to the terms herein, the initial term of this Agreement shall be one year from the effective date hereof and shall automatically renew for successive one year terms; provided that commencing on or after July 1, 2017, either party can terminate this Agreement upon 90 days advance written notice to the other party. Notwithstanding any termination of this Agreement in accordance with the terms herein, COMPANY shall pay CONTRACTOR all fees and expenses for work performed in accordance with the terms of this Agreement, through and including the date of any termination of this Agreement. All work described herein shall be completed within the time period and according to the schedule specified in Exhibit A, unless otherwise directed in writing by COMPANY or unless earlier terminated.

7. **INSPECTION OF WORK.** CONTRACTOR, and any subcontractors, shall permit COMPANY the opportunity to reasonably review and inspect the project activities at all reasonable times during the performance period of this Agreement.

8. **STAFFING.** CONTRACTOR shall notify COMPANY in writing should CONTRACTOR's Project Manager change.

9. **SUBCONTRACTING.** All authorized subcontracts shall be approved in advance by COMPANY, with the exception of subcontracts for service firms engaged in drawing, computer related work, reprographics, typing, and printing, and shall contain the same applicable provisions specified in this Agreement. The CONTRACTOR shall be solely responsible for reimbursing any subcontractors/subconsultants and the COMPANY shall have no obligation to them.

10. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS.** All services

performed by CONTRACTOR pursuant to this Agreement shall be performed in accordance with applicable laws.

11. CONTINGENCY FEES. CONTRACTOR warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

12. RIGHTS TO USE. CONTRACTOR hereby grants COMPANY a limited, terminable, nonexclusive, non-transferable, non-sublicensable, non-assignable, revocable right to use RideAmigos platform in connection with the scope of services provided in Exhibit A (the "Technology"). No license, right, or interest in any CONTRACTOR trademark, patent, trade name, service mark and/or any other intellectual property of Contractor's licensors or subcontractors is granted hereunder. Subject to and in accordance with the terms herein, COMPANY may access the Technology and may also authorize the Company's network administrators access to the Technology on a limited as needed basis, provided COMPANY remains exclusively liable and responsible for all such third party usage and compliance with the Agreement and any breach or violation resulting thereof. COMPANY will take necessary steps to ensure that no unauthorized persons or third parties have access to the Technology, and to ensure that no persons authorized to have such access will take any action that would violate this Agreement. Notwithstanding the foregoing, the limited license contemplated in this Section shall automatically and immediately terminate and be of no force or effect when this Agreement terminates (regardless of the reason for same) and COMPANY agrees to immediately cease using and to direct its network administrators from using the Technology upon the termination of the Agreement.

13. INDEPENDENT CONTRACTOR. It is mutually understood and agreed that CONTRACTOR, (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COMPANY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COMPANY.

14. STANDARD OF PERFORMANCE. CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged.

15. DEBARMENT AND SUSPENSION. CONTRACTOR certifies to COMPANY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or local government contracts. CONTRACTOR certifies that it shall not knowingly contract with a subcontractor that is so debarred or suspended.

16. TAXES. CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COMPANY shall not be responsible for paying any taxes on CONTRACTOR's behalf.

17. CONFLICT OF INTEREST. CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or

degree with the performance of services required to be performed under this Agreement. COMPANY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COMPANY determines it to be immaterial, and such waiver is only effective if provided by COMPANY to CONTRACTOR in writing.

18. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party. All developments, inventions, creations, contributions, plans, designs, deliverables (including the Deliverables) and any and all other work product (whether in tangible media, electronic media or otherwise) that CONTRACTOR directly or indirectly develops (whether by itself or with others) in the course of this Agreement, in the scope of Services belonging to or directly or indirectly provided by the COMPANY, or using facilities or other resources of the COMPANY if related to the COMPANY's current or future business interests (all of the foregoing work product items collectively are the "work product"), shall be owned exclusively by the CONTRACTOR and shall include all rights, title and interest in and/or to any Deliverables (collectively, the "Deliverables") whether or not created as part of the Services rendered by CONTRACTOR pursuant to this Agreement, and all patent, trademark, copyright and other intellectual property rights thereto. All such work product shall be deemed a "work made for hire" for the CONTRACTOR as author and owner to the fullest extent permitted by applicable law. To the extent that any portions of the work product are not eligible as a work made for hire, COMPANY hereby assigns and transfers entirely and irrevocably to the CONTRACTOR all rights, title and interest in and to the work product (including without limitation any and all intellectual property rights thereto and all goodwill associated therewith and symbolized thereby), in any and all media now or hereafter known, throughout the world and in perpetuity. COMPANY shall assist CONTRACTOR with execution of documents and other efforts necessary or helpful for the CONTRACTOR's registration, confirmation, enforcement, defense or maintenance of the CONTRACTOR's rights in and to the work product. CONTRACTOR hereby irrevocably waives any and all "moral rights" and similar rights now or hereafter existing in and to all work product. In addition, COMPANY recognizes CONTRACTOR's exclusive right, title, and interest in and to all service marks, trademarks, and trade names and other intellectual property directly or indirectly used by CONTRACTOR and COMPANY agrees not to directly or indirectly engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair CONTRACTOR's exclusive right, title, and interest therein, nor shall Company directly or indirectly cause diminishment of value of said trademarks or trade names or intellectual property through any act or representation. The COMPANY shall not apply for, use, acquire, or claim any right, title, or interest in or to any CONTRACTOR service marks, trademarks, or trade names, or other intellectual property that may be confusingly similar to any of them, through advertising or otherwise.

20. **INDEMNIFICATION.** The CONTRACTOR shall indemnify, keep and save harmless the COMPANY and its directors, officers, agents and employees against any and all suits, claims or actions arising only out of any of the following (A., B., C., below collectively, "Indemnifiable Claims"):

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, to the extent arising from the performance of this Agreement by the CONTRACTOR caused by a grossly negligent act or omission or willful misconduct of the CONTRACTOR or its employees, subcontractors, subconsultants or agents; or

- B. Any allegation that materials or services provided by the CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party; or
- C. Any disclosure of Confidential Information.

Subject to the terms herein, the CONTRACTOR further agrees to defend the Indemnifiable Claims and pay all reasonable and documented charges of attorneys and all other costs and expenses of defenses as they are incurred.

Notwithstanding the foregoing or anything to the contrary contained herein, the CONTRACTOR shall not be held liable for any and all suits, claims or actions to the extent arising out of COMPANY's or its employees, agents, representative or officers negligence or willful misconduct.

This Section will survive termination or expiration of this Agreement for a period of 12 months.

21. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COMPANY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

22. **INSURANCE.** CONTRACTOR shall procure and maintain during the term of this Agreement insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

23. **NONDISCRIMINATION.** In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions 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. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

24. **NON-ASSIGNMENT.** CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COMPANY, which consent shall not be unreasonably withheld, conditioned or delayed.

25. **TERMINATION.**

1. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COMPANY will notify CONTRACTOR of such occurrence and COMPANY may terminate or suspend this Agreement in whole or in part. Subsequent to termination of this Agreement under this provision, COMPANY shall have no obligation to make payments with regard to the remainder of the term.

2. **For Convenience.** After the expiration of the first year of this Agreement, COMPANY shall have the right to terminate this Agreement at any time for cause or convenience by giving 90 days written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources. If the Agreement is terminated for convenience, the COMPANY will pay to the CONTRACTOR in accordance with the provisions of Section 5 of this Agreement all sums actually due and owing from the COMPANY for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such suspension or termination. If COMPANY pre-paid for a full year of services, CONTRACTOR shall refund, within 30 days, all amounts for un-used services as of the effective date of termination.

3. **For Cause.** Should CONTRACTOR be in material default in the performance of this Agreement or materially breach any of its provisions, COMPANY may, at COMPANY's sole option, terminate or suspend this Agreement in whole or in part by written notice, provided that CONTRACTOR is given a reasonable opportunity of at least 30 days to cure any alleged default or breach as contemplated herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COMPANY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

Should COMPANY fail to pay CONTRACTOR all or any part of the payment set forth herein and in Exhibit B, CONTRACTOR may, at CONTRACTOR's option, terminate this agreement, if such failure is not remedied by COMPANY within thirty (30) days of written notice to COMPANY of such late payment. Upon termination, CONTRACTOR shall deliver to COMPANY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COMPANY may, by written permission, permit CONTRACTOR to retain and/or otherwise constitute CONTRACTOR'S intellectual property as contemplated herein. Notwithstanding any other payment provision of this Agreement, COMPANY shall pay CONTRACTOR for services performed in accordance with the terms of this Agreement, to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. If COMPANY pre-paid for any services, CONTRACTOR shall refund, within 30 days, all amounts for un-used services as of the effective date of termination.

26. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

27. **SEVERABILITY**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. **REMEDIES NOT EXCLUSIVE**. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

29. **TIME IS OF THE ESSENCE**. Time is of the essence in this Agreement and each covenant and term is a condition herein.

30. **NO WAIVER OF DEFAULT**. No delay or omission of either party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

31. **ENTIRE AGREEMENT AND AMENDMENT**. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and amends and restates in the entirety the prior agreement between the parties and it is agreed and understood that there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

32. **SUCCESSORS AND ASSIGNS**. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

33. **CALIFORNIA LAW AND JURISDICTION**. Subject to the Arbitration Section of this Agreement, this Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

34. **EXECUTION OF COUNTERPARTS**. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

35. **AUTHORITY**. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such

entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, each party hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which it is obligated, which breach would have a material effect hereon.

36. **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

37. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the numbered sections shall prevail over those in the Exhibits.

38. **HANDLING OF CONFIDENTIAL INFORMATION.** (I) CONTRACTOR understands and agrees that certain information which CONTRACTOR may have access to while performing services under this Agreement will be Confidential Information, which can include personally identifiable information ("PII"). PII is any information that identifies or describes a person or can be directly linked to a specific individual, including ridership data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, ridership and travel pattern data. COMPANY PII, means any PII relating to the COMPANY's customers. COMPANY PII and confidential information shall collectively be referred to as "Confidential Information" throughout the Agreement. Confidential Information is subject to the following special provisions:

A. CONTRACTOR shall not disclose Confidential Information to any other persons or entities, except with the express written consent of COMPANY. COMPANY will identify information as confidential by any of the following means:

1. marking the information as confidential when it is disclosed to CONTRACTOR;
2. identifying the information as confidential, if the information is resident on equipment being serviced or used by CONTRACTOR and is needed to perform the services contracted for; or
3. if orally disclosed, reduced to a written summary similarly marked and delivered to CONTRACTOR within ten (10) days after disclosure by COMPANY.

B. CONTRACTOR will take all steps reasonable to prevent disclosure of Confidential Information to any person except those personnel of CONTRACTOR working on the project who have a need to have access to the information. CONTRACTOR may not knowingly use or knowingly attempt to use any such information in any manner that may injure or cause loss directly to the COMPANY.

C. CONTRACTOR agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et. seq.) and all applicable statutes, rules, regulations and orders of the United States and the State of California. In addition, CONTRACTOR must maintain policies and programs that prohibit unauthorized disclosure of Confidential Information and promote training and awareness of information security policies and practices. CONTRACTOR must limit access to computers and networks that host Confidential Information, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection systems.

OUT OF CONTRACTOR 'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; (3) DAMAGES DIRECTLY ARISING OUT OF CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT, AND (4) CONTRACTOR'S UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION. FOR PURPOSES OF THIS AGREEMENT, A "REIMBURSEMENT OCCURRENCE" SHALL MEAN A SITUATION WHERE CONTRACTOR FAILS TO DELIVER FIVE YEARS OF SERVICES WHICH WERE PAID IN ADVANCE BY COMPANY AND IN SUCH AN EVENT, COMPANY WOULD ENTITLED TO SEEK FROM CONTRACTOR A PRORATED REIMBURSEMENT OF ANY FEES PAID IN ADVANCE PROPORTIONAL TO THE AMOUNT OF TIME THAT THE SERVICES WERE NOT DELIVERED. FOR EXAMPLE AND FOR ILLUSTRATION PURPOSES ONLY: IF THE SITE OR CONTRACTOR'S BUSINESS SHUTS DOWN PERMANENTLY IN 36 MONTHS, COMPANY WOULD RECEIVE A REFUND FOR THE REMAINING 24 MONTHS ($\$20,000 \times 2 = \$40,000$) OF THE AGREEMENT.

40. **DISCLAIMER.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE DELIVERED "AS IS", "WITH ALL FAULTS" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING EXPRESSED OR IMPLIED AND/OR ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

41. **ARBITRATION.** The parties agree that if any dispute, controversy, or claim arising out of or in connection with this Agreement cannot be resolved to the satisfaction of the parties involved in any such dispute, controversy, or claim within thirty days (or such longer period as may be agreed upon in writing) from the date that any party notifies the other party in writing that such dispute, controversy, or claim exists, then the parties agree to the fullest extent permitted by applicable law that any dispute relating to this Agreement and/or all of the matters contemplated herein shall be exclusively and finally resolved by binding arbitration conducted by and pursuant to JAMS ("JAMS") Rules and Procedures then in effect except as set forth herein before an arbitrator selected by the parties involved in any dispute, controversy, or claim. If the parties cannot agree on an arbitrator, each parties shall select one arbitrator and said arbitrators shall then select an arbitrator to arbitrate the dispute, who shall then arbitrate the dispute. The parties agree to file any such arbitration in San Mateo, California and agree to take and shall direct JAMS to take all necessary steps to conduct any JAMS arbitration only via teleconference (*i.e.*, telephone) and written correspondence (including e-mail) to the fullest extent practicable and possible. Each party shall be responsible to pay their own legal fees and expenses as well as such party's pro rata portion of all arbitration fees and expenses, provided that the parties agree that the prevailing party in any arbitration under this Section shall be reimbursed by the other party all of its reasonable attorneys' fees and expenses, the fees and expenses of JAMS' and arbitration fees and expenses as well as all of the arbitrator's fees and expenses and except as expressly provided in this sentence as it relates to the prevailing party. The arbitrator shall take all reasonable steps to render his/her decision in writing within ninety days of the commencement of the arbitration proceeding. The decision of the arbitrator shall be final and binding on the parties, their respective successors, assigns and heirs. Judgment rendered by the arbitrator may be entered in any court having jurisdiction. The parties agree that any arbitration proceeding conducted in connection with this Agreement, any arbitration related papers, arbitration decision, arbitration award as well as this Agreement and contents thereof shall be and shall at all times remain completely confidential and, except as may be required by applicable laws, shall not be directly or indirectly disclosed to any third party and/or otherwise published in any medium (including anywhere on the Internet and/or on any blog).

42. **WARRANTY.** Contractor warrants that the services contemplated hereunder shall perform and shall be free from reasonable defects 30 days from delivery to COMPANY (the “Warranty Period”). Notwithstanding the foregoing or anything to the contrary contained herein, no warranty or any repair or replacement requirement shall apply or otherwise be available under the Agreement by Contractor and Contractor shall not be obligated to correct or address same if same results or arises from any modification, change and/or revision to the services or any part thereof unless such modifications, changes and/or revisions is made by Contractor or someone authorized by Contractor to perform them.

43. **DATA SECURITY.** CONTRACTOR must provide those administrative, physical, and technical safeguards for protection of the security, confidentiality, integrity, and availability of Confidential Information pursuant to the minimum standards of care recommended by the California Attorney General in her February, 2016 report (See <https://oag.ca.gov/breachreport2016>). In addition:

- A. CONTRACTOR, its employees, agents, Subcontractors, and consultants may not download or otherwise store any Confidential Information onto any CONTRACTOR computer, desktop, laptop, thumb drives, disks, or other portable memory device without such data being encrypted.
- B. CONTRACTOR must process and store all Confidential Information in a single-tenant environment and at no time will Confidential Information be commingled with data of independent third-party users of Contractor's services.
- C. The CONTRACTOR represents that the CONTRACTOR's management access to the hosting infrastructure is limited to authorized support staff.

This Section will survive termination or expiration of this Agreement for a period of 12 months.

44. **NOTICE OF SECURITY BREACH** CONTRACTOR shall as soon as practicable after it discovers that there has been a data security incident that has or may have resulted in compromise to Confidential Information. In the event of an unauthorized disclosure of Confidential Information, CONTRACTOR will be liable for paying for the following costs to remediate any such unauthorized disclosure, including:

- A. The reasonable cost of providing notice of the breach to individuals affected by such breach;
- B. The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;
- C. Any other service required by applicable law.

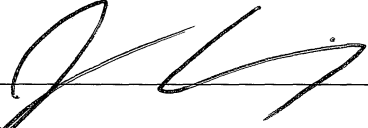
This Section will survive termination or expiration of this Agreement for a period of 12 months.

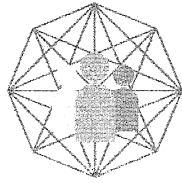
IN WITNESS WHEREOF, the parties have executed this **AMENDED AND RESTATED AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR** to be effective as of June 30, 2016.

COMPANY: PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE (D/B/A COMMUTE.ORG)

By:  8/15/16
John Ford
Executive Director

CONTRACTOR
RIGHT-CLICK SOLUTIONS, INC. (D/B/A RIDEAMIGOS CORP.)

By:  8/15/16
Jeffrey Chernick
Chief Executive Officer



rideamigosCORP.
connecting people, one way or another

Exhibit A: Scope of Work and Services

1. Definitions and Basic Terms:

1.1. Definition: **"Consultant"** = "RideAmigos Corp"

1.2. Definition: **"RASP"** = "RideAmigos Software Platform"

1.3. The following document will provide the contractual requisites for what Consultant will deliver to and/or facilitate for Client.

1.4. Hierarchy of System Users

1.4.1. **Level 1 Admin** = Client/Super Admin

1.4.2. **Level 2 Admin** = Network Admin

1.4.3. **Level 3 User** = General Users

1.5. Network Types:

1.5.1. **Program networks:** formed around promotions or special programs. (e.g. "36 Prize Riders" and "Every Trip Counts.")

1.5.2. **Organizational networks:** managed by organizations (e.g. company, church, university ETCs). Based on organization name and location, Employers may have multiple locations. Add Sub Networks – e.g. different office locations or employee classifications such as full time or part time.

1.5.3. **Office park or building networks.** A cluster of organizational networks, and/or non-networked employees, that share the same office park or building: May include multiple addresses/buildings (e.g. "West Office Park," "Union Boulevard," etc...).

1.5.4. **Schoolpool network:** a school network designed for use with the tracking platform

Confidential Material: The information contained herein is confidential information in each & every respect & is the property of RideAmigos. This information may not be reproduced in whole, or in part, by photocopying or other means without RideAmigos' prior written consent, which consent may be withheld in RideAmigos' sole and absolute discretion.

2. Web Presence, Design, and Accessibility

- 2.1. All public facing tools and functions to exist on the client domain
- 2.2. Host all of its own tools and functions on Consultant's servers.
- 2.3. Work with Client's design team to make sure its functions are branded appropriately (exclusively as Client brand), with special attention to consistency and clean transitions, in order to maintain "fluidity" with Client website
- 2.4. Ensure that rideshare matching, trip planning, trip tracking, and leaderboards are integrated into the Client website, and accessible via all devices using popular modern browsers (i.e. Safari, Internet Explorer, Chrome and Firefox).
 - 2.4.1. We officially support the two most recent versions of each browser in order to allow for the best experience for our users
- 2.5. Provide a completely responsive mobile interface, which is easily readable and clear to interact with, on all major mobile and tablet browsers (not flash).
- 2.6. Administrative functions will exist on the RASP.
- 2.7. **Level I and Level II Admin** can modify information regarding any specific network's details (ie. location, description, customURL, and details)

3. Social Media, Badges, & Gaming capabilities with Trip Planner

- 3.1. Login via Facebook
- 3.2. Share trips and accomplishments via social media Facebook and Twitter via copy/pastable URL.
- 3.3. Earn "badges" for using non-driving alone travel modes via Consultant's current virtual badge system
- 3.4. Share badges via Facebook or Twitter.
- 3.5. Share link to "join my carpool" via Facebook or Twitter. Links will be sent out so others can click and contact the user through Consultant's tool.
- 3.6. Gaming/Competitions leaderboards to be included:

4. Data Migration

4.1. User Profile Data

- 4.1.1. Needs to be imported one time only, not regularly.
- 4.1.2. Front load/transfer all records (active and inactive) into Consultant's system.
- 4.1.3. Old records will be transferred, but users won't be active until they click a confirmation link in their email, at which time, their passwords will be reset. Those who do not confirm, will remain inactive/archived
- 4.1.4. Consultant will provide sample spreadsheet of user data to match against.
- 4.1.5. **Fields to process:**
 - 4.1.5.1. First name, Last name, Address, City, State, Zip
 - 4.1.5.2. Home origin, Work destination - actual addresses or major intersection

4.2. Vanpool Data

- 4.2.1. **Level I Admin** will upload regularly.



Exhibit C: CERTIFICATE OF LIABILITY INSURANCE

RIDEA-1 OP ID: CC

DATE (MM/DD/YYYY)

02/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 707 Westchester Ave., Ste 201 White Plains, NY 10604	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Ride Amigos Right-Click Solutions Inc. 230 Pacific Street #202 Santa Monica, CA 90405	INSURER A :	Travelers Prop.Cas.Co.of Amer. NAIC # 25674
	INSURER B :	Travelers Indemnity Co. of Ct. NAIC # 25682
	INSURER C :	Beazley Group
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP12R13322	01/10/2016	01/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA3028X757	01/10/2016	01/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			ZUP15S70951	01/10/2016	01/10/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	E&O incl Cyber & Network Security			V114A9130301	01/10/2016 01/10/2016	01/10/2017 01/10/2017	EachClaim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER SANTA16 Santa Barbara County Association of Governments 260 N Antonio Rd. Suite B Santa Barbara, CA 93110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT F
FTA REQUIREMENTS

CONTRACTOR agrees to follow all federal laws and regulations, including applicable provisions of the Federal Transit Administration's (FTA) Master Agreement, as updated by the FTA from time to time. This includes adhering to those sections of the Master Agreement in which Third Party Participants or Third Party Contracts are required to comply with or contain, respectively. These provisions include, but are not limited to, the following sections of the FTA Master Agreement, dated October 1, 2017, and as may be updated by the FTA, and are made part of this Exhibit by reference:

Section 3.i.(6) Notice to Third Party Participants.

Section 4.a. Standards of Conduct.

Section 4.b. Debarment and Suspension.

Section 4.d. Lobbying Restrictions.

Section 4.g. Trafficking in Persons.

Section 7.b. Eligible Costs.

Section 9.a. Types of Records.

Section 9.c. Access to Recipient and Third Party Participant Records.

Section 9.d. Access to the Sites of Performance.

Section 9.e. Closeout.

Section 12. Civil Rights. (the entire section).

Section 16.d(7). Clean Air Act and the Federal Water Pollution Control Act, as amended.

Section 16.d(9). Byrd Anti-Lobbying Amendment.

Section 16.s. Access to Third Party Contract Records.

Section 18. Rights in Data and Copyrights (the entire section).

Section 24.b. Awards Not Involving Construction (Employee Protections)

Section 24.c. Awards Involving Commerce

Section 26. Environmental Protections (entire section).

Section 35.b. Alcohol Misuse and Prohibited Drug Use.

Section 36. Protection of Sensitive Security and Other Sensitive Information.

Section 38. Freedom of Information.

|

As of the date of execution of this Agreement, the FTA Master Agreement can be found at:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>

Certificate Of Completion

Envelope Id: 67525F65D28244688C35CDABBAED7A14	Status: Completed
Subject: Please DocuSign: C19173099 Right Click Solutions Contract.pdf	
Source Envelope:	
Document Pages: 39	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christopher Anastole
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 12.220.157.20

Record Tracking

Status: Original	Holder: Christopher Anastole	Location: DocuSign
11/28/2018 7:03:11 AM	chris.anastole@cityofpaloalto.org	
Security Appliance Status: Connected	Pool: City of Palo Alto	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Soren Eilertsen
soren@rideamigos.com
CEO
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

4C051CE79F76425...
Signature Adoption: Pre-selected Style
Using IP Address: 98.173.199.124

Timestamp

Sent: 11/28/2018 7:11:10 AM
Viewed: 11/28/2018 5:19:22 PM
Signed: 11/28/2018 5:23:52 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jeffery Chernick
jeff@rideamigos.com
Co-Founder
Security Level: Email, Account Authentication (None)

DocuSigned by:

4F4D378408E0465...
Signature Adoption: Pre-selected Style
Using IP Address: 47.151.135.160

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Signed: 11/28/2018 6:00:57 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Hillary M Rupert
hillarymrupert@gmail.com
x
Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/28/2018 6:00:59 PM
Viewed: 11/28/2018 6:21:31 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/28/2018 6:00:59 PM
Certified Delivered	Security Checked	11/28/2018 6:00:59 PM
Signing Complete	Security Checked	11/28/2018 6:00:59 PM
Completed	Security Checked	11/28/2018 6:00:59 PM

Payment Events	Status	Timestamps
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CITY OF PALO ALTO CONTRACT NO. C19173097

**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND SPUR
FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 26th day of November, 2018, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and SPUR, a Non-Profit Organization, located at 654 Mission Street, SF, CA. 94105 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to implement Fair Value Commuting (FVC) (“Project”) and desires to engage a consultant to provide subject matter expertise in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM.

The term of this Agreement shall be from September 1 2018, through December 31, 2019 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably

prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" ("Basic Services"), and reimbursable expenses, shall not exceed one hundred thousand Dollars (\$100,000). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed zero Dollars (\$0). The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The CONSULTANT also agrees to include its in-kind services as part of the regular monthly invoices.

The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or

similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

Option A: No Subcontractor: CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

Option B: Subcontracts Authorized: Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are: n/a

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a

subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Ratna Amin as the Project Supervisor to have supervisory responsibility for the performance, progress, and execution of the Services and Sarah Jo Szambelan as the Principal Investigator / Project Director to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Hillary Rupert, Office of the City Manager and Sustainability Department, Palo Alto, CA 94303, Telephone: 650-776-9208. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS.

CONSULTANT SHALL remain and be the sole owner of all materials, data, work product, intellectual property, results, reports, research, methods, drawings, and any other information of CONSULTANT'S existing prior to the effective date of this Agreement and conceived, developed, or made by CONSULTANT, whether solely or jointly, in the course of providing the Services stated in Exhibit A. CONSULTANT shall be the sole owner of the deliverables produced in the course of providing the Services described in Exhibit A, but agrees to and hereby grants to the CITY a perpetual non-exclusive license to use in any manner that furthers the purpose of the Project the white paper deliverable produced in the course of providing the Services. This includes but is not limited to: (1) disclosure to and use by the United States Federal Transit Administration ("FTA") pursuant to the terms of the FTA's Master Agreement (as may be amended by the FTA), and (2) disclosure to the public. CITY shall not sub-license or sell the white paper or any of the methods, ideas, processes, recommendations, or strategies contained in the white paper.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability

of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Chief

Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
 City of Palo Alto

Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- (a) All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and

printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than \$15,000.

OR

26.1 **CONSULTANT is required to pay general prevailing wages** as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and

Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations (“DIR”). Copies of these rates may be obtained at the Purchasing Division’s office of the City of Palo Alto. CONSULTANT shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. CONSULTANT shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

26.2 CONSULTANT shall comply with the requirements of Exhibit “E” for any contract for public works construction, alteration, demolition, repair or maintenance.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys’ fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8 In the event of a conflict between the terms of this Agreement and the

exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

27.9 If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

CONTRACT No. C19173097 SIGNATURE PAGE

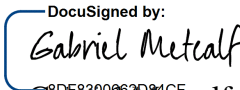
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

**CONSULTANT
SPUR**

City Manager

Officer 1

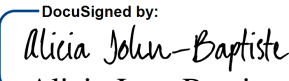
By: 
Name: Gabriel Metcalf

APPROVED AS TO FORM:

Title: President and CEO

City Attorney or designee

Officer 2 (Required for Corp. or LLC)

By: 
Name: Alicia Jean-Baptiste

Title: Deputy Director

Attachments:

- EXHIBIT "A": SCOPE OF SERVICES
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS
- EXHIBIT "E": FTA REQUIREMENTS

EXHIBIT “A” SCOPE OF SERVICES

Organizational background

SPUR is a member-supported nonprofit organization. Through research, education and advocacy, SPUR promotes good planning and good government in the San Francisco Bay Area. We have offices in San Francisco, Oakland and San Jose.

www.spur.org

SPUR’s is the Bay Area’s leading policy organization devoting to finding solutions to planning and governance problems. SPUR brings a lens that is independent, nonpartisan and evidence-based – and rooted in regionalism. Our vision is to bring about a metropolis that provides opportunity for connection, diversity and economic growth while reducing our impact on the planet. We have a track record of taking on the most difficult, most important challenges, often in areas where others have failed.

SPUR has recently completed several major research projects which lead the organization to be optimally positioned to support the City of Palo Alto Bay Area Fair Value Commuting Demonstration: [Seamless Transit](#), [Fossil-Free Bay Area](#), and [Freedom to Move](#).

Project overview

The goal of this project is to arrive at the best way to price driving in the Bay Area, as well potential paths to get there. SPUR will analyze the tradeoffs in different options, including the effectiveness of policies to change driving behavior, ease and pragmatism of implementation, political viability at multiple levels of government, how each would likely affect people and businesses.

SPUR will conduct a broad literature review, and conduct interviews and quantitative research to produce a white paper on Bay Area pricing options and their tradeoffs. This process will utilize SPUR’s robust peer review process which includes review by technical and policy experts, decision makers and professional editing. In particular, the production and process of the white paper fall into these types of activities:

Literature review and initial interviews: SPUR aims to conduct a literature review and to interview a minimum of 6 technical and policy experts to understand lessons learned in transportation pricing from contexts around the world, past efforts to price transportation in the Bay Area and the legal and governance context for any future transportation pricing in the region. (SPUR will continue to engage these experts throughout the process, as outlined below under Stakeholder Engagement. The initial interviews aim to get the research started in the most informed direction possible, while the remaining engagement aims to vet ideas, findings, tradeoffs and policy recommendations.)

Quantitative baseline analysis: SPUR will also amass data for analyzing baseline commute patterns and conditions. Data sources could include: demographics, commute patterns and travel cost in the Bay Area. This baseline will serve to inform SPUR on the

areas and travel patterns that may be well suited to transportation pricing and those that would not.

Scenarios, tradeoffs and recommendations: The baseline analysis will feed into the creation of distinct scenarios for transportation pricing as well as an analysis of those tradeoffs. Ultimately, SPUR’s research will result in distinct scenarios of what pricing policies could look like in the future, considering questions like:

- What should be priced? (E.g. bridge access, lanes, parking, and/or vehicle miles traveled)
- Where in the region should we apply a price?
- What is the price and how should it change over time?
- How should the payment work? (E.g. what’s the point of transaction, what are the payment method options? How should the transaction feel to users?)
- What geography / jurisdiction should collect and enforce payments?
- How can revenue be recycled to offset any regressiveness?

The scenarios will reflect the different combinations of answers to these questions. For example, using scenarios SPUR may explore the tradeoffs between tolling a highway in a particular area versus raising parking rates in that same area, or the effect of cordon pricing for one city versus another. These scenarios will help SPUR draw policy recommendations about what to price where, how to price it and how to use revenue – all in the service of making people better off. In particular, SPUR will evaluate scenarios based on criteria such as: the effectiveness of policies to change driving behavior, ease and pragmatism of implementation, political viability at multiple levels of government, how each would likely affect people and businesses. For the portion of the research that aims to explore how the payment should work or how messaging affects people’s willingness to accept new pricing policies, SPUR may partner with a probono design partner to come up with a design approach to payment options.

The white paper will contain the lessons learned from the literature review and interviews, some baseline conditions, pricing scenarios and their tradeoffs and any policy recommendations.

Transportation stakeholder engagement: SPUR’s research will be complemented by broad range of discussions with transportation stakeholders. SPUR will facilitate “big tent” discussions with groups of elected officials, department heads, civic leaders and advocates. These SPUR bodies help identify obstacles to implementation, disseminate information, and provide political support. The discussions will be as follows over the course of the project:

- SPUR Regional Planning and Transportation Committee (2 total discussions)
- SPUR Transportation Technical Committee (2 total discussions)
- SPUR City Boards: San Jose, Oakland, San Francisco (1 discussions at each)
- SPUR San Jose Policy Board (1 discussion)
- Meetings and discussions with decision makers, elected officials and business leaders

SPUR will also continue to directly engage with transportation pricing policy and key decision-makers. In addition to helping inform initial context as outlined above, these one-on-one interviews will help SPUR staff vet early findings, transportation pricing scenarios

and the tradeoffs between them. SPUR will also develop materials for stakeholders to understand tradeoffs between transportation pricing options.

Education and public engagement: SPUR will engage in education and public engagement in concert with research on this topic. SPUR will convene 2 total public programs over the course of the project, inviting experts to speak and SPUR staff to present findings. SPUR will publish 2 total blog posts over the course of the project that present interim findings. SPUR will also develop a broad social media and communications strategy to share the results of the research.

SPUR will participate in all required project management activities throughout the project as well.

Project milestones (as detailed more fully in Exhibits B and C)

- November 2018: Project launch, engagement plan developed
- January 2018: Complete literature review on transportation pricing policy and complete interviews of a minimum of 6 technical experts
- March 2019: Complete first round of discussions with transportation stakeholders
- July 2019: Complete quantitative baseline analysis, scenarios and their tradeoffs for transportation pricing options in the Bay Area
- August 2019: Complete second round of discussions with transportation stakeholders
- September: Complete rough draft of white paper
- November 2019: Submit final white paper to the City of Palo Alto
- December 2019: Publish SPUR white paper on SPUR website

**EXHIBIT “B”
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Project Milestone	Completion
Project launch, engagement plan developed and scheduled	November 2018
Complete literature review on transportation pricing policy and complete interviews of a minimum of 6 technical experts	January 2018
Complete first round of discussions with transportation stakeholders	March 2019
Complete quantitative baseline analysis, scenarios and their tradeoffs for transportation pricing options in the Bay Area	July 2019
Complete second round of discussions with transportation stakeholders	August 2019
Complete rough draft of white paper	September 2019
Submit final white paper to the City of Palo Alto.	November 2019
Publish SPUR white paper on SPUR website.	December 2019

EXHIBIT "C" COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the monthly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

SOME SERVICES TO BE PROVIDED IN KIND

In addition to the Services to be paid for under this Agreement, the CONSULTANT agrees to provide in-kind (no cost) services worth no less than twenty Thousand Dollars (\$20,000). The Services provided in-kind shall be invoiced at the hourly rates set in Exhibit C-1 and explicitly off-set from cash payment as "in kind" on each invoice. These in-kind services are in line with the City's Cooperative Agreement with the Federal Transit Administration (FTA).

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: zero.

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$00.00 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a

detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

**EXHIBIT “C-1”
SCHEDULE OF RATES**

MONTHLY RATE

This contract with SPUR is for a total of \$100,000 divided over 14 months (November 1, 2018 – December 31, 2019) for \$7,143 per month. SPUR will invoice City of Palo Alto by the 5th of each month (December 2018 – January 2020), for the previous month’s work. Any expenses exceeding \$7,143 per month will be covered by SPUR in-kind time that will not be billed to the City.

ESTIMATED SCHEDULE AND WORK TIME

Month	Monthly activities	Project milestone	Date completed	SPUR staff	Staff hours **denotes in-kind hours	Value of hours (\$) **Value of in-kind hours
1	<p>Hold project initiation kick off meeting at SPUR (internal to SPUR).</p> <p>Draft first round <u>stakeholder engagement plan</u>, which will include but won’t be limited to:</p> <ul style="list-style-type: none"> ▪ Initial one-on-one interviews with transportation experts ▪ Meeting with SPUR Regional Planning and Transportation Committee (2 total) ▪ SPUR Transportation Technical Committee (2 total) ▪ SPUR City Boards in San Francisco, Oakland, San Jose (1 per each) ▪ SPUR San Jose Policy Board (1 total) ▪ Meetings and discussions with decision makers, elected officials and business leaders <p>Conduct initial <u>review of literature and reports</u></p> <p>Draft SPUR Blog Post #1.</p> <p>Any project-wide meeting(s)</p>	Project launch, stakeholder engagement plan developed	November, 30, 2018	SJS RA	68	\$5,684

2	<p>Conduct <u>initial interviews</u> with transportation experts.</p> <p>Continue literature review</p> <p>Begin developing SPUR data library and tools for quantitative <u>baseline analysis</u>.</p> <p>Any project-wide meeting(s)</p>		December 31, 2018	SJS RA	66	\$6,980
3	<p>Continue literature review and interviews</p> <p>Begin building quantitative <u>baseline analysis</u> to inform pricing scenarios.</p> <p>Begin executing <u>stakeholder engagement plan round #1</u> with various SPUR committees and boards and with other experts, decision makers, elected officials and business leaders.</p> <p>Any project-wide meeting(s)</p>	<p>Complete literature review on transportation pricing policy and complete interviews of a minimum of 6 technical experts</p>	January 31, 2019	SJS RA AF KS	76 6**	\$6,980 \$624**
4	<p>Convene SPUR public forum #1, schedules of panelists permitting</p> <p>Continue building and refining quantitative <u>baseline analysis</u> to inform pricing scenarios.</p> <p>Continue executing <u>stakeholder engagement plan round #1</u> with various SPUR committees and boards and with other experts, decision makers, elected officials and business leaders.</p> <p>Begin developing distinct <u>scenarios for transportation pricing</u> in the Bay Area – what could be priced where and how it could be priced</p> <p>Any project-wide meeting(s)</p>		February 28, 2019	SJS RA AF	76 8**	\$7,496 \$733**
5	<p>Convene SPUR public forum #1, schedules of panelists permitting</p> <p>Finish executing <u>stakeholder</u></p>	<p>Complete first round of discussions with transportation</p>	March 31, 2019	SJS RA AF	78 8**	\$7,761 \$733**

	<p><u>engagement plan round #1</u> with various SPUR committees and boards and with other experts, decision makers, elected officials and business leaders.</p> <p>Finalize quantitative <u>baseline analysis</u> to inform pricing scenarios.</p> <p>Any project-wide meeting(s)</p>	stakeholders				
6	<p>Run quantitative <u>baseline analysis</u> and validate and interpret results.</p> <p>Refine <u>pricing scenarios</u> and draft their tradeoffs.</p> <p>Craft and prepare for payment design workshop.</p> <p>Any project-wide meeting(s)</p>		April 30, 2019	SJS RA AF	78 16**	\$7,761 \$1,466**
7	<p>Vet <u>baseline analysis</u> results and scenarios with experts and key stakeholders as needed.</p> <p>Develop plan for second round of <u>transportation stakeholder engagement</u>.</p> <p>Craft and prepare for payment design and/or messaging workshop</p> <p>Any project-wide meeting(s)</p>		May 31, 2019	SJS RA AF	78 16**	\$7,761 \$1,466**
8	<p>Refine quantitative <u>baseline analysis</u>.</p> <p>Refine <u>pricing scenarios</u> and their tradeoffs.</p> <p>Potentially run workshop on messaging / payment design</p> <p>Any project-wide meeting(s)</p>		June 30, 2019	SJS RA AF	78 16**	\$7,761 \$1,466**
9	<p>Finalize quantitative <u>baseline analysis</u>.</p> <p>Finalize Bay Area <u>pricing scenarios</u> and the analysis of their tradeoffs.</p> <p>Develop visuals and messaging to</p>	Complete quantitative baseline analysis, scenarios and their tradeoffs for transportation	July 31, 2019	SJS RA AF KS	78 6**	\$7,761 \$624**

	<p>communicate baseline analysis, pricing scenarios and their tradeoffs.</p> <p>Draft and release SPUR Blog Post #2.</p> <p>Any project-wide meeting(s)</p>	pricing options in the Bay Area				
10	<p>Finalize visuals and messaging for Bay Area baseline analysis, pricing scenarios and their tradeoffs.</p> <p>Begin executing <u>stakeholder engagement plan round #2</u> with various SPUR committees, boards and with diction makers, elected officials and business leaders.</p> <p>Any project-wide meeting(s)</p>		August 31, 2019	SJS RA AF	78 4**	\$7,761 \$366**
11	<p>Develop rough draft of white paper.</p> <p>Continue executing <u>stakeholder engagement plan round #2</u> with various SPUR committees and boards and with experts, decision makers, elected officials and business leaders.</p> <p>Any project-wide meeting(s)</p>	Complete rough draft of white paper	September 30, 2018	SJS RA AF	78 4**	\$7,761 \$366**
12	<p>Finish executing <u>stakeholder engagement plan round #2</u> with various SPUR committees and boards and with experts, decision makers, elected officials and business leaders.</p> <p>Edit white paper with feedback from stakeholder engagement.</p> <p>Convene SPUR forum #2 on transportation pricing in the Bay Area.</p> <p>Any project-wide meeting(s)</p>		October 31, 2018	SJS RA KS AF	78 13**	\$7,761 \$1,489**
13	<p>Edit white paper with professional editors and graphic designers.</p> <p>Finalize white paper.</p> <p>Any project-wide meeting(s)</p>	Submit final white paper to the City of Palo Alto	November 30, 2019	SJS KS RA	33 13**	\$3,124 \$1,675**

14	Develop media outreach plan. Execute media outreach plan.	SPUR to publish SPUR white paper on SPUR website	December 31, 2019	SJS KS RA AA	16 130**	\$944 \$9,049**
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Labor Category	FY 2019 Rate
SJS: Sarah Jo Szambelan, SPUR Research Manager	\$103.05
RA: Ratna Amin, SPUR Transportation Policy Director	\$132.89
AF: Arielle Fleisher, SPUR Transportation Policy Associate	\$91.62
KS: Karen Steen, SPUR Communications Director	\$128.81
AA: Allison Arieff, SPUR Editorial Director	\$143.85

EXHIBIT "D" INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
 - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"
 - A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP

**EXHIBIT “E”
FTA REQUIREMENTS**

CONSULTANT agrees to follow all federal laws and regulations, including applicable provisions of the Federal Transit Administration’s (FTA) Master Agreement, as updated by the FTA from time to time. This includes adhering to those sections of the Master Agreement in which Third Party Participants or Third Party Contracts are required to comply with or contain, respectively. These provisions include, but are not limited to, the following sections of the FTA Master Agreement, dated October 1, 2017, and as may be updated by the FTA, and are made part of this Exhibit by reference:

Section 3.i.(6) Notice to Third Party Participants.

Section 4.a. Standards of Conduct.

Section 4.b. Debarment and Suspension.

Section 4.d. Lobbying Restrictions.

Section 4.g. Trafficking in Persons.

Section 7.b. Eligible Costs.

Section 9.a. Types of Records.

Section 9.c. Access to Recipient and Third Party Participant Records.

Section 9.d. Access to the Sites of Performance.

Section 9.e. Closeout.

Section 12. Civil Rights. (the entire section).

Section 16.d(7). Clean Air Act and the Federal Water Pollution Control Act, as amended.

Section 16.d(9). Byrd Anti-Lobbying Amendment.

Section 16.s. Access to Third Party Contract Records.

Section 18. Rights in Data and Copyrights (the entire section).

Section 24.b. Awards Not Involving Construction (Employee Protections)

Section 24.c. Awards Involving Commerce

Section 26. Environmental Protections (entire section).

Section 35.b. Alcohol Misuse and Prohibited Drug Use.

Section 36. Protection of Sensitive Security and Other Sensitive Information.

Section 38. Freedom of Information.

As of the date of execution of this Agreement, the FTA Master Agreement can be found at:
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>

Certificate Of Completion

Envelope Id: BF70C048D8FC4EB58669D19AD15B6829	Status: Completed
Subject: Please DocuSign: FINAL_SPUR_COPA_contract.docx	
Source Envelope:	
Document Pages: 25	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Christopher Anastole
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 12.220.157.20

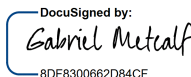
Record Tracking

Status: Original	Holder: Christopher Anastole	Location: DocuSign
11/27/2018 3:50:24 PM	chris.anastole@cityofpaloalto.org	
Security Appliance Status: Connected	Pool: City of Palo Alto	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Gabriel Metcalf
gmetcalf@spur.org
President and CEO
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

8DF8300662D84CF...
Signature Adoption: Pre-selected Style
Using IP Address: 174.214.8.61
Signed using mobile

Timestamp

Sent: 11/27/2018 3:57:34 PM
Viewed: 11/27/2018 6:17:04 PM
Signed: 11/27/2018 6:17:26 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Alicia John-Baptiste
ajohn-baptiste@spur.org
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 208.90.215.189

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Signed: 11/29/2018 9:48:20 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Hillary Rupert
Hillary.Rupert@CityofPaloAlto.org
Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/29/2018 9:48:22 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	11/29/2018 9:48:22 AM
Completed	Security Checked	11/29/2018 9:48:22 AM

Payment Events	Status	Timestamps
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