

Agreement No. Resolution No. 075493

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CHARIOT

This Agreement is entered into this 30th day of October, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Chariot, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing commuter bus services;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable, subject to the cure period and provisions contained in Section 5 of this agreement. In no event shall County's total fiscal obligation under this Agreement exceed one million two hundred thousand dollars (\$1,200,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 4, 2017, through December 15, 2018.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Office of Sustainability or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written

notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

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

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

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

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$2,000,000

(b) Motor Vehicle Liability Insurance... \$5,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of

the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12. Compliance with County Employee Jury Service Ordinance

The County agrees to waive compliance with Chapter 2.85 of its Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service; provided that, during the term of this Agreement, there is no change to the Contractor's collective bargaining agreement concerning paid jury duty leave. By signing this Agreement, Contractor agrees that, if such provisions in its collective bargaining agreement are modified in any way, then Contractor acknowledges and agrees that the County's waiver of its jury service ordinance will be automatically revoked and Contractor shall be immediately subject to the provisions of said ordinance. Contractor further acknowledges and agrees that violation of the County's jury service ordinance and this section constitute a material breach of this Agreement.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any

nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jim Eggemeyer, Director
Address: Office of Sustainability
455 County Center
Redwood City, CA 94063
Telephone: 650-363-4189
Email: jeggemeyer@smcgov.org

In the case of Contractor, to:

Name/Title: Josh Weisman, Global Product Owner: Sales, Marketing, Expansion
Address: 450 Mission Street, San Francisco, CA 94105
Telephone: 415-634-7128
Email: josh@chariot.com

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

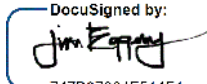
* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

FOR CONTRACTOR: CHARIOT

 CA88A46B0E90467...	10/27/2017	Josh weisman
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By: 
747B97864F514F1...
Jim Eggemeyer, Director, Office of Sustainability

Date: 10/27/2017

Exhibit A

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

A. DESCRIPTION

The goal of the County of San Mateo Commute Alternatives Program is to reduce congestion and greenhouse gas emissions that result from single occupancy vehicle commutes. The Employee Commuter Bus serves San Mateo County employees and is one component of the County's comprehensive transportation demand management efforts.

Contractor shall operate the Employee Commuter Bus program, detailed herein. The Commuter Bus program shall be provided for one year, beginning December 4, 2017, and ending November 30, 2018. The contract term ends December 15, 2018 to allow time for final invoicing.

B. DETAILED REQUIREMENTS

Safety Standards

Contractor shall have safety policies and procedures to address both emergency and non-emergency situations (i.e. flat tires or accidents during transport). These policies and procedures must be provided to the County for reference before any work commences, and in any event, no later than December 4, 2017. In the event of an accident or breakdown, Contractor will dispatch a backup shuttle to transport passengers to their final destination.

Driver Qualifications

All drivers must have the requisite driving licenses and training. Contractor is responsible for conducting background checks and screening drivers. The County reserves the right to prohibit a particular driver from providing service to the County without a showing of cause, subject to applicable state and federal anti-discrimination laws.

Contractor must provide copies of driver qualifications, excluding background check information, to County seven (7) days before that driver transports County employees. In the event a temporary substitute driver is assigned to a route, the seven (7) day advance notice requirement will be waived but the Contractor will provide the above-referenced driver qualifications to the County as promptly as possible.

Vehicle Requirements

The Employee Commuter Bus program will require eight (8) vehicles. Vehicles must be mechanically safe and operational and must be ADA compliant upon request. When requested, ADA complaint vehicles will be provided in lieu of the standard vehicles at no additional cost. The following vehicle features are also required:

- Seating for 14 passengers
- Live GPS tracking, accessible to riders by cell phone
- High-speed wireless internet
- Bike racks
- Operational windows
- Air-conditioning and heating
- Cushioned seats
- Storage space for briefcases or backpacks (i.e., overhead, under seat)

ADA compliant vehicles will be provided within two business days of request. Failure to do so will result in a \$500 credit on the following month invoice for each day in which Contractor fails to provide such ADA compliant vehicle up to a maximum of \$5,000 per request.

Additional 14-passenger vehicles will be provided within fifteen business days of request as set forth in subsection C.2. ("Post-December 4, 2017 Modifications") below. Failure to provide an additional 14-passenger vehicle within fifteen business days of request will result in a \$500 credit on the following month invoice for each day in which Contractor fails to provide the additional vehicle.

Upon the County's request, Contractor will substitute an existing 14 passenger vehicle with a larger 20-24 passenger vehicle within eight weeks of said request. If Contractor fails to provide the requested 20-24 passenger vehicle within eight weeks of the County's request, then Contractor will supply a second 14-passenger vehicle, and the monthly cost to the County for utilization of the two 14 passenger vehicles shall not exceed the monthly charges for a 20-24 passenger vehicle.

Route Requirements

The Employee Commuter Bus routes are set as follows:

A. Pick-up and Drop-off Locations

1. Route 1: Lake Merritt BART, Hayward Amtrak, Hayward BART, San Mateo Medical Center, 2000 Alameda de las Pulgas (only 2 trips need to serve Lake Merritt, and riders can transfer to route 2 at Hayward Amtrak)
2. Route 2: Hayward Amtrak, Hayward BART, Redwood City County Center
3. Route 3: Daly City, Colma, 2000 Alameda de las Pulgas, San Mateo Medical Center
4. Route 4: Daly City, Colma, Redwood City County Center

B. Arrival and Departure Times

General operating hours will be between 6:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 7:00 p.m., varying by route. Schedule will be set by County, with input from Contractor. The priority of the Employee Commuter Bus will be to serve the most common start times (7:00-8:30 a.m.) and end times (4:30-6:30 p.m.). Contractor will provide a total of 15 pick-ups in the morning and 15 drop-offs in the evening across the four routes.

C. Routes/Pick-Up and Drop-Off Locations/Stop Times/Vehicles

1. Pre-December 4, 2017 Route Information
 - County will confirm all requested routes, including the specific Daly City and Colma pick-up and drop-off locations and stop times for all locations, by November 6, 2017. Contractor shall confirm the viability of the proposed routes, pick-up and drop-off locations, and stop times by November 13, 2017. Should the parties disagree on the viability of the proposed routes, pick-up and drop-off locations, or stop times, then parties will meet and resolve all such issues by November 20, 2017.
2. Post-December 4, 2017 Modifications
 - Additional 14 passenger vehicles must be requested by County at least fifteen business days prior to the date that additional service is requested.
 - Requests by the County to deploy an existing vehicle on another of the County's existing routes must be made at least five business days prior to the date of the service change.
 - Modifications to existing routes (i.e., changes to pick-up and drop-off locations and stop times) must be requested by County at least three business days prior to the date of the service change.

Data Reporting Requirements

Contractor will report metrics to the County via an online dashboard to be updated daily by 8:00 a.m. the following business day. Metrics shall include, at a minimum:

- Daily ridership data per route per shift

- Monthly ridership data per route
- Any and all accident information
- Arrival time, departure time, and any no-show vehicles
- Route duration
- Technical issues (GPS, WiFi, etc)

Contractor acknowledges that its obligation to timely report data is a material term, and payment by the County may be withheld if the data reporting requirements are not met. In the event of technical system difficulties or circumstances beyond contractor's control, County will provide Contractor with a 48 hour notice and cure period to correct any data reporting deficiencies before withholding payment provided that Contractor has notified the County of the aforementioned circumstances in writing in accordance with the notice provisions of Section 16.

Customer Service

Contractor shall provide real-time information for employees with GPS tracking data and expected arrival time for all routes, pick-up and drop off schedules, and notification of any unforeseen service disruptions. All other customer service related issues reported to either the Contractor or the Office of Sustainability will be resolved within a 24 hour time period.

Performance

Contractor shall meet the following performance measures:

Measure	FY 2017-18 Target
Average driver rating per route as measured on a scale of 1 to 5 with 5 being excellent	4.5
Percent of buses that arrive at stops within 5 minutes of their scheduled departure time	90%

Employment Priority

In the process of hiring drivers for the County Employee Commuter Bus program, Chariot will provide employment interviews to all drivers previously employed by Transmetro who drove for the Employee Commuter Bus Program and who meet the following criteria:

1. The Driver is at least 23 years of age;
2. The Driver has held a valid California Driver's license for the past 3 years;
3. The Driver holds a valid California Commercial Driver's License with a "P" endorsement, or in the alternative, holds a valid California Driver's license and commits to completing Chariot's commercial license training program;
4. The Driver has a clean driving history, with no more than two major moving violations in the past five (5) years;
5. The Driver has not had their license suspended within the last five (5) years;
6. The Driver successfully passes a state-mandated pre-employment drug test;
7. The Driver successfully passes Chariot's background check process;
8. The Driver has no Felony Convictions of any kind;
9. The Driver passes Chariot's behind the wheel training test as required for all drivers;
10. The Driver passes Chariot's safety and driver skills assessment tests as required for all drivers.

These interviews will offer former Transmetro drivers a greater opportunity at employment through preference in the initial interview process.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Invoicing

The Contractor shall invoice the County on a monthly basis by the 1st day of each month for the next benefit month. These invoices shall reflect the routes for which the County is being billed and any applicable credits from the prior month. Invoices shall be deemed delivered upon receipt by the Director of the Office of Sustainability, or his/her designee, pursuant to Section 16 of the Agreement.

Payment may be withheld if any of the requirements of Exhibit A (e.g., safety standards, vehicle requirements, data reporting, etc.) is not satisfied, subject to the 48 hour written notice and cure period referenced in Exhibit A. In addition, Contractor expressly acknowledges and agrees that the amounts due from the County will be reduced as required in Exhibit A should the Contractor fail timely supply ADA-compliant vehicles, additional vehicles, or larger capacity vehicles within the agreed-upon timelines set forth above. Additionally, the amounts due from the County will be reduced by \$500 if the on-time performance measure is not met for the prior month and \$500 for each "Missed Pick-Up." As used in this Agreement, the term "Missed Pick-Up" refers to each instance where a vehicle is delayed by 20 minutes or more without prior customer notification, or where a vehicle is delayed by 30 minutes or more regardless of whether prior customer notification has been given.

County shall make payments within 30 days of receipt of invoices.

The County will pay a one-time set-up deposit in the amount of \$8,800 which will be reflected on the first monthly invoice. The full \$8,800 deposit will be credited back to the County on the sixth monthly invoice.

Monthly Pricing is as follows:

Route	# Trips (AM/PM)	# of Chariots	Monthly Price*
1A	2 AM / 2 PM	1	\$13,749
1B	1 AM / 1 PM	1	\$10,727
2A	2 AM / 2 PM	1	\$13,401
2B	1 AM / 1 PM	1	\$10,695
3A	2 AM / 2 PM	1	\$12,726
3B	2 AM / 2 PM	1	\$11,408
4A	3 AM / 3 PM	1	\$13,086
4B	2 AM / 2 PM	1	\$11,348
TOTAL	15 AM / 15 PM	8	\$97,140

* Monthly costs are fixed through the term of the agreement and are inclusive of all charges incurred by Contractor, including but not limited to, fuel costs, vehicle service and maintenance costs, GPS and communications costs, insurance, parking, registration, project management, labor, WiFi usage, bridge tolls, and licensing costs.