

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
MV TRANSPORTATION, INC.**

This Agreement is entered into this 9th day of August, 2016 by and between the County of San Mateo, having its principal business address at 400 County Center, Redwood City, CA 94063 (hereinafter called "COUNTY") and MV Transportation, Inc., having its principal business address at 1626 Rollins Rd. Burlingame 94010 (hereinafter called "CONTRACTOR").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

This is an Agreement to provide contracted shuttle bus services ("Services" or "Shuttle Services"). The CONTRACTOR agrees to provide these services to the COUNTY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of care, skill, efficiency, and judgment of CONTRACTOR's with special expertise in providing contracted shuttle services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONTRACTOR's services shall consist of the services set forth in the Scope of Work attached hereto as Exhibit A and by this reference made a part hereof.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) This Agreement.
- (2) Exhibit A, Scope of Work
- (3) Exhibit B, Cost Proposal
- (4) Attachment A – Route Schedule
- (5) Attachment B – East Palo Alto to Edgewood County Park Route
- (6) Attachment C – Menlo Park Market Place Park to Wunderlich County Park Route
- (7) Attachment D – East Palo Alto to Edgewood County Park Route Map
- (8) Attachment E – Menlo Park Market Place Park to Wunderlich County Park Route Map (Outbound)
- (9) Attachment F – Menlo Park Market Place Park to Wunderlich County Park Route Map (Inbound)
- (10) Attachment I—§ 504 Compliance
- (11) Attachment SP– Service Provider Supplemental Attachment

In the event of conflict between or among the terms of the Agreement documents, the order of precedence shall be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

3. TERM OF AGREEMENT

The base term of this Agreement shall be two years and will commence on September 1, 2016 and will conclude on August 31, 2018. The CONTRACTOR shall furnish the COUNTY with all the

materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

It is understood that the term of the Agreement is subject to the COUNTY's right to terminate the Agreement in accordance with Section 22 of this Agreement.

4. CONTRACTOR'S REPRESENTATIVE

It is understood and agreed by the parties that at all times during the term of this Agreement that **Jose "Tony" Mercado** shall serve as the primary staff person of CONTRACTOR to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONTRACTOR and approval by the COUNTY, which will not be unreasonably withheld, the CONTRACTOR may substitute this person with another person, who shall possess similar qualifications and experience for this position.

5. COMPENSATION

The CONTRACTOR agrees to perform all of the services included in Section 1 in accordance with the Cost Proposal provided in Exhibit B, which costs shall include all labor, materials, taxes, profit, overhead, insurance, bonding, subcontractor costs and all other costs and expenses incurred by the CONTRACTOR. Payments will be made in accordance with Section 6, Manner and Payment.

This compensation shall be based on the costs quoted in Exhibit B, which include the scheduled revenue hours, the route's hour classification current rate, and vehicle size class, for each associated CONTRACTOR-provided shuttle vehicle. It shall include the proportionate share of operator wages and benefits, maintenance costs, parts and equipment, fuels and lubricants, recruitment and training costs, physicals, uniforms, materials and supplies, and all other costs associated with operating CONTRACTOR-provided shuttle vehicles.

The term "Revenue Hours" shall include all service hours for Services identified in Exhibit A or published timetables. This term does not include deadhead (traveling to and from scheduled service routes, pull-out, pull-in, vehicle inspection) hours.

Compensation shall begin at the start time for the first pick up location of the first trip, to the end time of the last drop off of the last trip for the morning and afternoon commute periods (if a split shift). CONTRACTOR will not be compensated for deadhead (traveling to and from scheduled service routes, pull-out, pull-in, or vehicle inspection).

The COUNTY may delete or modify routes should ridership or funding increase or decrease or should BART train times be adjusted. The COUNTY may change schedules, street routing, and passenger pickup/drop off points at any time during the term of the Agreement. In the event the total number of vehicles required for operating the service increases or decreases by 40% from the initial base quantities set forth in Exhibit A, the COUNTY and the CONTRACTOR will renegotiate the VRH rates as appropriate.

In addition, the COUNTY will compensate CONTRACTOR for any extra work completed by CONTRACTOR due to an emergency, which is certified as such by the COUNTY's authorized representative, on a VRH basis. Similarly, the COUNTY will compensate CONTRACTOR for any Supplemental Event Service which is requested by the COUNTY and completed by CONTRACTOR on a VRH basis.

The COUNTY may deduct from amounts otherwise owed to CONTRACTOR an amount equal to assessments imposed by the COUNTY on the CONTRACTOR, plus any other amounts the COUNTY may be entitled to deduct under the provisions of this Agreement. The COUNTY may add to amounts otherwise owed to CONTRACTOR an amount equal to incentives offered under the provisions

of this Contract. Assessments and incentives are further described in Section 15, Assessments and Incentives.

In no event shall County's total fiscal obligation under this Agreement exceed **Two Hundred Fifty Two Thousand Eight Hundred Ninety Six Dollars (\$252,896)**.

6. MANNER OF PAYMENT

The CONTRACTOR shall submit monthly invoices no later than the 10th calendar day of the following month for services rendered under the Agreement. Each invoice must include as attachments: supporting documents as may be required by the COUNTY and in a format that shall conform to the categories detailed in Exhibit A and Exhibit B. All records related to the monthly billing are subject to audit by the COUNTY. Invoices shall also include the contract number, and the COUNTY Program Manager's name. For Agreement billing purposes, billable vehicle revenue hours shall be used. Billable vehicle revenue hours must meet the definition set forth in Section 5, Compensation.

The COUNTY will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The COUNTY reserves the right to withhold payment to the CONTRACTOR if the COUNTY determines that the quantity or quality of the work performed is unacceptable or the invoice is lacking in required backup documentation. The COUNTY shall provide written notice to the CONTRACTOR within 10 business days of the COUNTY's decision not to pay and the reasons for non-payment.

One copy of each invoice should be submitted in either hard copy (paper) format via mail or soft copy format (MS Excel) via email as follows:

a) Hard copy (paper) invoices must be sent to the attention of:

**San Mateo County Parks
455 County Center, 4th Floor
Redwood City, CA 94063**

Attn: Eduardo Castillo, Administrative Services Manager

b) Soft copy invoices must be sent to: ecastillo@smcgov.org

7. NOTICES

All communications relating to the day-to-day activities of the provided services shall be exchanged between the COUNTY's Program Manager, or designee, and the CONTRACTOR's Contract Manager.

COUNTY's Program Manager:	Marlene Finley, Parks Director 400 County Center, 4 th Floor Redwood City, CA 94063 E-Mail Address: mfinley@smcgov.org
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Contractor's Contract Manager	Eloisa Briones Vice President of Administration Skyline College 3300 College Drive San Bruno, CA 94066 E-Mail Address: Briones@smccd.edu
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All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a

representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the COUNTY:

San Mateo County Parks
Attn: Eduardo Castillo, Administrative Services
Manager
455 County Center, 4th Floor
Redwood City, CA 94063
Telephone Number: (650) 363-1881
E-mail Address: ecastillo@smcgov.org

If to the CONTRACTOR:

MV Transportation, Inc.
Attn: Mark Elias, Senior Vice President
1626 Rollins Rd.
Burlingame, CA 94010
Cell Phone Number: 360-690-6534
E-Mail Address: mark.elias@mvtransit.com

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

8. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR shall be and are the property of the COUNTY. The COUNTY shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the COUNTY. If any materials are lost, damaged, or destroyed before final delivery to the COUNTY, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the COUNTY. The CONTRACTOR agrees to execute any additional documents which may be necessary to evidence such assignment.

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.

9. CONFIDENTIALITY

Any COUNTY materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the

CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONTRACTOR, its employees, subcontractors, and agents, shall not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the COUNTY's Executive Director or designee.

10. USE OF SUBCONTRACTORS

The CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the COUNTY, except for service firms engaged in drawing, reprographics, typing, and printing. Any subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the COUNTY shall have no obligation to them.

11. CHANGES

The COUNTY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5, Compensation. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any COUNTY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR shall so advise the COUNTY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the COUNTY prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive COUNTY approval for extra work prior to performing extra work may, at the COUNTY's sole discretion, result in nonpayment of the invoices reflecting such work.

Notwithstanding the foregoing, the COUNTY may delete or modify routes should ridership or funding increase or decrease. The COUNTY may change schedules, street routing, and passenger pickup/drop off points at any time during the term of the Agreement. In the event the total number of vehicles required for operating the service increases or decreases by 40% from the initial base quantities set forth in Exhibit A, the COUNTY and the CONTRACTOR will renegotiate the Vehicle Revenue Hour rates as appropriate.

12. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR shall indemnify, keep and save harmless the COUNTY, and their respective directors, officers, agents and employees and participating employers against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission or willful misconduct of the CONTRACTOR or its employees, subcontractors or agents; or
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- 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.
 - C. Any claims that may be asserted under Section 13(c) and 15(n)(l) of the Federal Transit Administration Act of 1964, as amended, or any comparable provisions of federal or state law (or under any regulations promulgated thereunder), as said laws or regulations now exist or hereafter may be amended.

The CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the COUNTY or any of the other entities or individuals enumerated above in any such action, the CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

13. INSURANCE

The insurance requirements specified in this Section shall cover CONTRACTOR's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONTRACTOR authorizes to work under this Agreement. CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$1 million, however if the subcontractor will be providing Shuttle Services for CONTRACTOR, the insurance coverage requirements set forth in subsections A through D will apply. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the Peninsula Traffic Congestion Relief COUNTY (COUNTY). Prior to beginning work under this Agreement, CONTRACTOR shall provide the COUNTY with satisfactory evidence of compliance with the insurance requirements of this Section.

A. MINIMUM TYPES AND SCOPE OF INSURANCE

1. Workers' Compensation and Employer's Liability Insurance.

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. Employer's Liability coverage with minimum limits of \$10 million.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

Waiver of Subrogation.

2. Commercial General Liability Insurance.

Commercial General Liability insurance for bodily injury and property damage coverage of at least \$10 million per occurrence or claim and a general aggregate limit of at least \$10 million. Such insurance shall cover all of CONTRACTOR's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits.

a. This insurance shall include coverage for, but not be limited to:

- Premises and operations.
- Products and completed operations.
- Personal injury.
- Advertising injury.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3. Business Automobile Liability Insurance.

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$10 million per accident or loss.

a. This insurance shall include coverage for, but not be limited to:

- All owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

4. Auto Physical Damage Insurance for Vehicles.

Auto Physical Damage insurance to cover the CONTRACTOR's vehicles used in this contract. Such vehicles will be insured at replacement cost, and CONTRACTOR shall also pay any deductibles included on such insurance policy.

a. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

5. Property Insurance.

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a. This insurance shall include coverage for, but not be limited to:
 - CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
 - Materials or property to be purchased and/or installed on behalf of the COUNTY, if any.
 - Builders risk for property in the course of construction.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

If the Contractor maintains higher limits than the minimums shown in this section A, the COUNTY requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. ENDORSEMENTS

1. Additional Insured.

The referenced policies and any Excess or Umbrella policies shall include the County as Additional Insureds and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally. An additional insured endorsement must be submitted along with the Certificates of insurance.

2. Waiver of Subrogation.

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the COUNTY and their respective officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. Primary Insurance.

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the COUNTY.

4. Separation of Insureds.

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the COUNTY as Additional Insureds shall not in any way affect COUNTY's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. The purpose of this coverage is to protect CONTRACTOR and the COUNTY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. EVIDENCE OF INSURANCE

All Coverages.

Prior to commencing work or performing any services described in the Contract Documents, the CONTRACTOR shall provide the COUNTY's Shuttle Program Manager with a certificate evidencing coverage, all required endorsements and upon request, a certified duplicate original of the policy.

D. GENERAL PROVISIONS

1. Notice of Cancellation.

CONTRACTOR must provide at least 30 days' prior written notice to the COUNTY's Program Manager if any of the above policies are non-renewed or cancelled.

2. Acceptable Insurers.

All policies will be issued by insurers acceptable to the COUNTY (generally with a Best's Rating of A- 10 or better).

3. Self-insurance.

Upon evidence of financial capacity satisfactory to the COUNTY and CONTRACTOR's agreement to waive subrogation against the COUNTY respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. Failure to Maintain Insurance.

All insurance specified above shall remain in full force for the duration of the entire contract term, including the base term and the five one-year option terms, if exercised by the COUNTY, and the services have been completed. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5. Claims Made Coverage.

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).
- b. CONTRACTOR shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6. Deductibles and Retentions.

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the COUNTY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONTRACTOR or any subcontractor contains a deductible or self-insured retention, and in the event that the COUNTY seek coverage under such policy as an additional insured, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONTRACTOR, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONTRACTOR or subcontractor is not a named

defendant in the lawsuit.

14. CALIFORNIA LABOR CODE SECTION 1070 ET SEQ.

Upon the commencement and throughout the full term of this Agreement, CONTRACTOR and its subcontractor(s), if applicable, shall maintain a list of all employees providing the Services required under the Agreement, which includes the information required by Labor Code Section 1070 et seq. and which indicates which employees were employed by the prior contractor and its subcontractor(s), if any. The CONTRACTOR and its subcontractor(s) must also maintain a list of all employees of the prior contractor and its subcontractor(s) that were not retained by the CONTRACTOR or its subcontractor(s), and such list must indicate the reasons why such employees were not retained.

Upon request from the COUNTY, the CONTRACTOR and its subcontractor(s) must provide such lists to the COUNTY within 10 days of such request. The COUNTY has the ability to request such lists throughout the term of the Agreement.

The CONTRACTOR shall be responsible for defending, and shall hold the COUNTY (as well as all COUNTY Indemnitees) harmless from, any claims or controversies alleging any violation or breach of Labor Code Section 1070 et seq., whether made by the CONTRACTOR's own employees, the employees of its subcontractor(s), or employees of the prior contractor or its subcontractor(s), arising from or related to the terms and conditions of employment of employees hired to work for the CONTRACTOR as of the effective date of this Agreement. Notwithstanding any other provision of this Agreement, no cost of liability for which CONTRACTOR is responsible under this paragraph shall be deemed an allowable cost payable to the CONTRACTOR or claim or liability for which the CONTRACTOR is entitled to indemnification or reimbursement from the COUNTY. The CONTRACTOR shall be exclusively responsible for satisfaction of all obligations that may be owed to its employees of the prior contractor, pursuant to Labor Code Section 1070 et seq., both during and subsequent to the term of the Agreement.

At least twelve months before the end of the Agreement, the CONTRACTOR and its subcontractor(s) will provide the COUNTY a list of employees working at Shuttle Services location(s). This list of employees shall indicate the length of service of each employee, their job title and description, and their current salary. This information may be distributed to future proposers for a new contract that will commence whenever the current Agreement term ends. The CONTRACTOR and its subcontractor(s) must provide updates on a monthly basis of the employee lists after the original employee list has been submitted. The CONTRACTOR's and its subcontractors' obligation to provide monthly updates of the employee lists will last until the end of the Agreement term.

If a new contract is awarded to a different contractor at the end of the CONTRACTOR's Agreement, the CONTRACTOR must provide to the new contractor the name, address, date of hire, wages, benefit level, and job classification of each employee employed at the CONTRACTOR's locations covered by the CONTRACTOR's Agreement within three working days after the CONTRACTOR has been notified by the COUNTY of the identity of the new contractor.

15. ASSESSMENTS AND INCENTIVES

A. ASSESSMENTS

The COUNTY may make assessments against amounts owed by it to CONTRACTOR under the terms of this Agreement or pay incentives for exemplary performance, as provided below.

The Parties agree that the CONTRACTOR's provision of good service in excess of standards set by the COUNTY may be compensated for in the form of additional payments made to the CONTRACTOR.

The Parties also agree that the CONTRACTOR's failure to meet certain obligations under the Agreement will result in financial injury to the COUNTY that would be incalculable. The

CONTRACTOR therefore agrees that the amount the COUNTY owes to the CONTRACTOR under the Agreement may be reduced as compensation to the COUNTY for those financial injuries. The Parties agree the assessments detailed below are reasonable estimates of the damage the COUNTY will suffer due to the shortcomings in the CONTRACTOR's performance to which they relate. Accordingly, the COUNTY may, in its complete and absolute discretion, reduce the amount it otherwise owes to the CONTRACTOR under the Agreement by the following amounts and for the following reasons:

a. \$50.00 per incident for:

1. Each time an operator is observed in revenue service, without the proper uniform, or violates conduct directives outlined in Exhibit A.
2. Each time an operator departs a scheduled time point ahead of schedule (runs "HOT"). Exceptions to this item include drop offs for the last scheduled morning trip or if the vehicle is full.
3. Each time an operator misses the assigned connecting BART train where the CONTRACTOR is at fault.
4. Each time a Shuttle Service vehicle leaves any scheduled time point more than 10 (ten) minutes after its scheduled time as indicated on the manifest or schedule where the CONTRACTOR is at fault.
5. Each time a Shuttle Service vehicle does not follow the prescribed routing; bypasses scheduled stop locations without a valid and approved reason (exceptions to this item include drop offs for the last scheduled morning trip) or makes "non-designated" stops.
6. Each time a Shuttle Service vehicle is operated with incorrect route signage or other required signage.
7. Each time CONTRACTOR fails to provide monthly NTD, service, accident, Monthly Management or any other reports in a timely manner as outlined in Exhibit A.

b. \$100.00 per incident for:

1. Each time an operator fails to perform a proper pre-trip or post-trip inspection;
2. Each time, when parking at a designated layover area or on the street, an operator fails to turn off the vehicle's engine at a terminal or the trip's first scheduled departure location within three (3) minutes of arrival at said location. This includes waiting at a BART station more than three minutes for both scheduled "connecting" trains.
3. Each occurrence the COUNTY determines that CONTRACTOR has operated any schedule that runs without a working ADA compliant lift/ramp, inoperative safety devices, inoperative heater/air conditioner, or other significant defects.

c. \$500 per incident for:

1. Each occasion on which CONTRACTOR fails to notify the COUNTY's Shuttle Program Manager, or designee, of an accident within 24 hours as provided in Exhibit A
2. Each day CONTRACTOR fails to employ and assign a Contract Manager to the services covered by the Agreement. In the event the Contract Manager leaves his or her employment with less than two weeks' notice, this assessment will not be made until the 15th day following the notice of employment separation.
3. Each incident whereby an operator or any CONTRACTOR staff, falsifies any required reports (i.e. Manifest times, miles, monthly report on-time performance, vehicle revenue hours, dispatch log, etc.).
4. Per vehicle, per day will be levied if a vehicle(s) is pulled from service as a result of unsatisfactory inspection ratings by the CHP, until a satisfactory inspection report is obtained.

d. 110% of the daily agreement cost per incident for:

Each day that CONTRACTOR fails to provide partial or total Shuttle Services for the COUNTY.

B. INCENTIVES

The following performance standards are established for administering performance incentives to encourage the delivery of excellent service to COUNTY's customers. Performance Incentives shall be provided, in the amounts and for the reasons outlined below:

1. If customer complaints received are less than 3 during the invoiced month, the CONTRACTOR will receive a credit equal to 0.25% of the monthly agreed upon cost.
2. If no incident reports or field reports that document vehicles in dirty condition or observable physical damage (including graffiti) are received during the invoiced month, the CONTRACTOR will receive a credit equal to 0.25% of the monthly agreed upon cost.
3. If all Shuttle Service schedules are operated for the month with a combined average on-time performance of 97% or greater, the CONTRACTOR will receive a credit equal to 0.5% of the monthly Agreement cost. The COUNTY's standard for On-Time Performance (OTP) on Shuttle Service routes is 95%.
 - The OTP incentive shall be suspended until such time as a mutually approved working vehicle location and reporting system is in operation, and training and testing/verification procedures have been completed and approved by the COUNTY.

The COUNTY may elect not to impose an assessment or pay an incentive in its sole discretion. The COUNTY's election not to impose or collect any assessment or pay any incentive detailed above in any one instance will not act as a waiver as to its right to make such assessments or pay such incentives in the future. The assessments and incentives detailed in this Section in no way relieve CONTRACTOR of its obligation to satisfy each and every requirement under the terms of the Agreement.

The Parties may mutually agree to adjust performance standards periodically to reflect actual conditions or experience. Each assessment/incentive shall stand on its own, and the application of one shall in no way affect the application of any or all remaining assessments/incentives established herein.

The total of all incentives earned in any one month shall not exceed 1% of the total invoice amount for that month unless CONTRACTOR achieves the highest "above standard" rankings for performance standards set forth above. Likewise, the total of all assessments in any one month shall not exceed 1% of the total invoices for that month unless CONTRACTOR performs at the lowest "below standard" level for performance standards set forth above. If the assessment or incentive amount exceeds 1% of the total invoice for any one month, the amount of the assessment or incentive will be adjusted to equal 1% of the total invoice except in the aforementioned situations.

16. CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the COUNTY. The CONTRACTOR is and shall be an independent CONTRACTOR and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

17. ASSIGNMENT

The CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the COUNTY.

18. COUNTY WARRANTIES

The COUNTY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

19. COUNTY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the COUNTY, the COUNTY's Executive Director, or such person or persons as they shall designate in writing from time to time, shall represent and act for the COUNTY.

20. CLAIMS OR DISPUTES

The CONTRACTOR shall be solely responsible for providing timely written notice to COUNTY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the COUNTY's intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the COUNTY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the COUNTY due written notice of a potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the COUNTY, such notice shall be given to the COUNTY prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the COUNTY, and shall be governed by all applicable provisions of the Agreement. The CONTRACTOR shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

21. REMEDIES

In the event the CONTRACTOR fails to comply with the requirements of this Agreement in any way, the COUNTY reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

22. TEMPORARY SUSPENSION OF WORK

The COUNTY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as COUNTY may deem necessary. The suspension may be due to the failure on the part of the CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONTRACTOR. The CONTRACTOR shall comply immediately with the written order of COUNTY to suspend the work wholly or in part. The suspended work shall be resumed when the CONTRACTOR is provided with written direction from COUNTY to resume the work.

If the suspension is due to the CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONTRACTOR, all costs shall be at CONTRACTOR's expense and no schedule extensions will be provided by COUNTY.

In the event of a suspension of the work, the CONTRACTOR shall not be relieved of the CONTRACTOR's responsibilities under this Agreement, except the obligations to perform the work which the COUNTY has specifically directed CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of the CONTRACTOR, suspension of all or any portion of the work under this Section may entitle the CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

23. TERMINATION

A. For Convenience or Cause

The COUNTY shall have the right to terminate this Agreement at any time for cause or convenience by giving 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 any reason other than a breach or default by CONTRACTOR, the COUNTY shall pay to the CONTRACTOR in accordance with the provisions of Sections 5 and 6 of this Agreement all sums actually due and owing from the COUNTY 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 the

Agreement is terminated for breach or default, the COUNTY shall remit final payment to CONTRACTOR in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

The COUNTY shall not in any manner be liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement.

B. Contract Transition Plan

CONTRACTOR agrees to cooperate fully with COUNTY in the orderly transfer of business to CONTRACTOR's successor in the event of any termination.

Further, in the event that CONTRACTOR is not selected or designated as the COUNTY's Contractor beyond the term of this Agreement, CONTRACTOR shall be obligated to carry out such transition activities as may be required by the COUNTY to preserve and protect the operational integrity of the COUNTY and to help effect a smooth transition to the successor Contractor, including but not limited to the transfer to the COUNTY or successor Contractor all records of the COUNTY then in CONTRACTOR's possession including, but not limited to, hardcopy files, electronic data, all records contained in proprietary databases.

24. COUNTY RIGHTS UPON TERMINATION/EXPIRATION

Upon expiration or earlier termination or suspension of this Agreement, the COUNTY will have the right to provide Shuttle Services by means of its own employees, vehicles and equipment or pursuant to contract with other carrier(s), or otherwise, operated by CONTRACTOR as provided in this Agreement. CONTRACTOR agrees to forever waive any claim, of any sort or nature, against the COUNTY based upon the COUNTY's operation, or contracting for the operation, of Shuttle Services or any portion thereof. In addition, as further consideration for the compensation to be paid by the COUNTY to CONTRACTOR for the provision of services called for by the Contract, CONTRACTOR will waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Administration Act of 1964 as it now exists or hereafter may be amended, or to existing systems under the provisions of Sections 103000 et seq. of the California Public Utilities Code as said provisions now exist or hereafter may be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, and forever waives any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of law.

25. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONTRACTOR and subcontractor costs incurred in the performance of this Agreement will be subject to audit. The CONTRACTOR and its subcontractors shall permit the COUNTY, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONTRACTOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR shall also provide such assistance as may be required in the course of such audit. The CONTRACTOR shall retain these records and make them available for inspection hereunder for a period of five (5) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the COUNTY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONTRACTOR agrees to reimburse the COUNTY for those costs within sixty (60) days of written notification by the COUNTY.

26. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

The CONTRACTOR shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONTRACTOR shall obtain the same assurances from its joint venture partners, and subcontractors by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the COUNTY deems appropriate.

27. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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.

28. CONFLICT OF INTEREST

Exhibit A sets forth important Conflict of Interest rules that will be in force throughout the term of this Agreement. In addition to those provisions, the following also apply:

Depending on the nature of the work performed, a CONTRACTOR of the COUNTY may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA) California law that govern COUNTY's employees and officials (Cal. Govt. Code Section 1090 *et seq.* and Cal. Govt. Code Section 87100 *et seq.*). During the proposal process or the term of the Agreement, CONTRACTOR and its employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 *et seq.* or §87100 *et seq.* during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

No person previously in the position of Director, Officer, employee or agent of the COUNTY during his or her tenure or for one (1) year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the COUNTY, or any Officer or employee of the COUNTY, for a period of one (1) year after leaving office or employment with the COUNTY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

29. SUBSTANCE ABUSE PROGRAM

The COUNTY requires that CONTRACTOR has a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. CONTRACTOR is required to comply fully with all Department of Transportation ("DOT") regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The CONTRACTOR's policy, testing program and training must comply with these regulations: 49 CFR Part 655, (*"Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations"*) and 49 CFR Part 40, (*"Procedures for Transportation Workplace Drug and Alcohol Testing Procedures"*).

CONTRACTOR will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The CONTRACTOR must notify the COUNTY's Shuttle Program Manager immediately of any violation of the regulations or failure to test.

Any employee of the CONTRACTOR found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

If the CONTRACTOR utilizes their own pre-established program or a third party administrator's, CONTRACTOR must fully cooperate with the COUNTY in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that the COUNTY requires of CONTRACTOR. CONTRACTOR further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems ("MIS") reports before March 1st (for the prior calendar year) to the COUNTY. CONTRACTOR agrees that all records produced and maintained in the performance of the program are subject to review by the COUNTY in a facility not more than 100 miles away. Further, CONTRACTOR may be required to submit quarterly MIS reports to the COUNTY.

CONTRACTOR agrees to submit within thirty (30) days of execution of this Agreement (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of CONTRACTOR's substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by the COUNTY, may result in the Agreement being terminated for default.

30. WAIVER

Any waiver of any breach or covenant of this Agreement must be in writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

31. SEVERABILITY

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

32. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

33. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

34. COMPLIANCE WITH LAW

At all times CONTRACTOR will provide service in accordance with all local, state and federal laws and regulations applicable in whatever way to the operation of Shuttle Services, and pursuant to the terms of this Agreement. The COUNTY will not be responsible or liable for CONTRACTOR's violations of these laws. CONTRACTOR's personnel will have exclusive control of the equipment and facilities employed in furnishing Shuttle Services.

35. RIGHTS AND REMEDIES OF THE COUNTY

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

36. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

37. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and the COUNTY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

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

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

MV Transportation, Inc.


DocuSigned by:

0778304A48C4438...
Contractor's Signature
Robert A. Pagorek, CFO
Date: 8/2/2016

Exhibit A Scope of Work:
Service Plan

Service area (route description, destinations served)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:
Two 20-passenger shuttle buses operating from September 1, 2016 to August 31, 2018 from 9 am to 5 pm on both Saturdays and Sundays. One shuttle bus will travel from the City of East Palo Alto's City Hall to Fair Oaks Community Center to Redwood City Transit Center to Edgewood County Park and return along the same route numerous times each day. Passengers can embark or disembark at each stop.

Another shuttle bus will travel from Marketplace Park in eastern Menlo Park to Fair Oaks Community Center to Redwood City Transit Center to Wunderlich County Park and return along the same route numerous times each day. Passengers can embark or disembark at each stop.

The Routes are shown in Attachments:

CPEShuttleRouteScheduleRevised.xlsx. (Shuttle Schedule), Aerial Maps and Route Descriptions.

The Contractor will provide two 20-passenger shuttle buses with ADA-accessible lifts and bicycle racks. The Contractor will pay for all fuel, insurance and drivers.

The Contractor will provide, on a monthly basis, daily logs of ridership that include numbers of passengers embarking or disembarking at each shuttle stop.

The Contractor will allow the application of magnetized decals on the sides of the shuttle buses and electronic display of the shuttle destination in each direction.

The Contractor will allow for brochure racks to be installed on the shuttle buses that will hold informational brochures.

Monthly & Annual Operations Reports

Within two (2) business days after the end of each month this Agreement is in effect, Contractor must submit to the County a monthly operations report. The Operations Report must include such items as the average daily ridership of the Shuttle, and the Shuttle's total boardings, total revenue miles, hours, vehicles in service, road calls, accidents and any other information pertinent to assess the performance of the service for purposes of local, state or federal reporting requirements for the month just ended. Any monthly service mileage and/or hours that were scheduled, but where service was not operated for any reason, must be deducted from monthly reporting totals. An explanation for all lost service miles and/or hours must be included in the monthly report. All reporting must be submitted via Excel spreadsheet.

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:

	09/01/2016 to 08/31/2017	09/01/2017 to 08/31/2018	Total
Using a Joint Powers Board Agreement: \$71/hour for shuttle driver, fuel and insurance for the first year and \$72.04/hour for the second year. 17 hours of service per weekend per shuttle, 2 shuttles, 52 weekends of shuttle service per year.	\$125,528	\$127,368	\$252,896

ATTACHMENT B

	<u>EAST PALO ALTO</u>	
	<u>to EDGEWOOD COUNTY PARK</u>	
START	<i>**East Palo Alto City Hall (Outbound)</i>	
	<i>(Go around parking lot)</i>	
R	University Avenue	
R	Middle Field	
U-Turn	<i>Make a legal u-turn at Middle Field after you pass Douglas Avenue</i>	
	<i>**Arrived Fair Oaks Community Center</i>	
L	Middle Field towards Redwood City Transit Center	
R	Jefferson Avenue	
L	Broadway	
L	Winslow	
	<i>** Arrived Redwood City Transit Center</i>	
	Straight Winslow Street becomes MiddleField	
R	Jefferson Avenue to Edgewood County Park	
R	Alameda DeLas Pulgas	
L	Alameda DeLas Pulgas (Extension)	
L	Edgewood Road	
L	Edgewood County Park Parking Lot	
	<i>**Arrived Edgewood County Park</i>	
START	<i>** Edwood County Park (Inbound)</i>	
R	Edgewood Road towards Redwood City Transit Center	
R	Alameda DeLas Pulgas (Extension)	
R	Alameda DeLas Pulgas	
L	Jefferson Avenue	
L	Broadway	
L	Winslow	
	<i>** Arrived Redwood City Transit Center</i>	
	From the Transit Center go straight to Middle Field	
R	Fair Oaks Community Center drive way	
	<i>**Arrived Fair Oaks Community Center</i>	
R	Middle Field towards East Palo Alto City Hall	
L	Willow Road	
R	Newbridge Street	
L	Newbridge Street before Mc Donald by the alley	
	<i>** Arrived East Palo Alto City Hall</i>	
Note: Mileage - 22 miles		
Travel Time: 1 Hours and 30 Minutes		

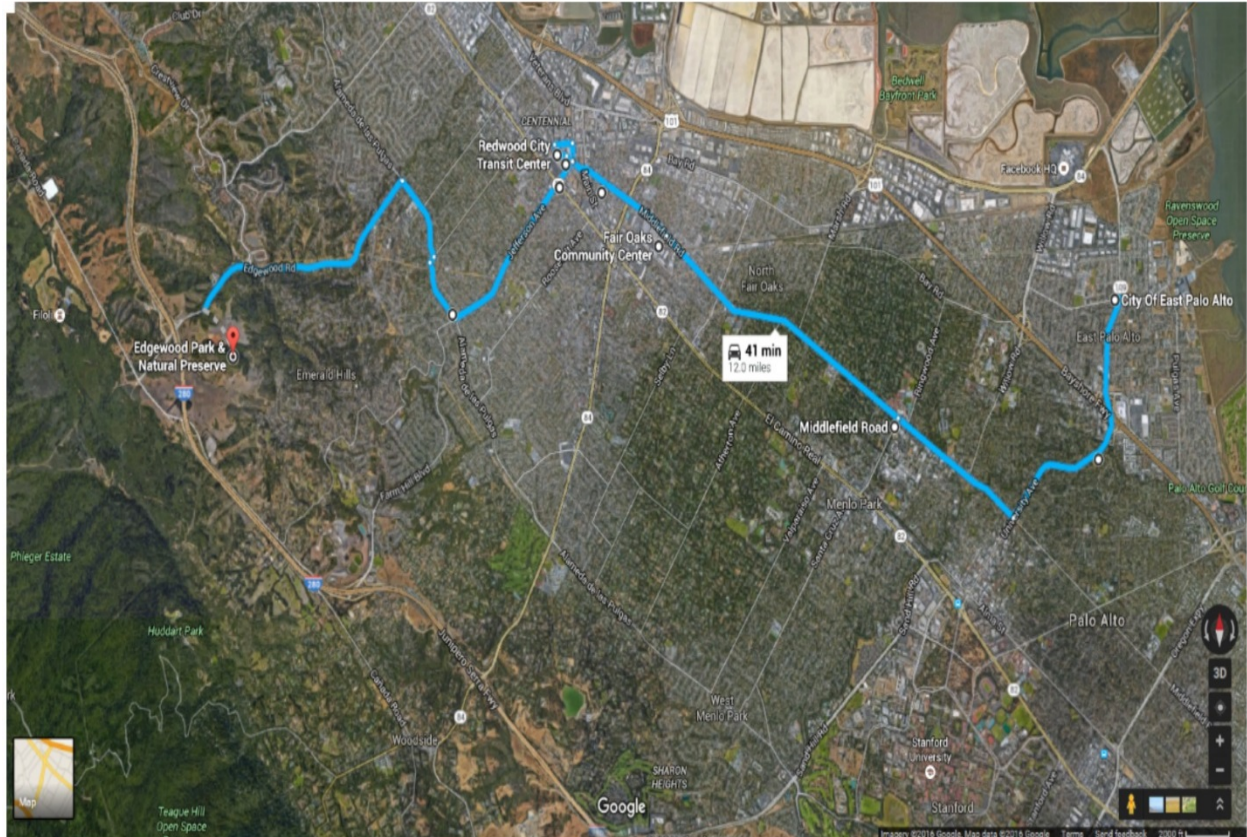
ATTACHMENT C

	<u>MENLO PARK MARKET PLACE PARK</u>
	<u>to WUNDERLICH COUNTY PARK</u>
START	<i>**Depart Menlo Park Market Place Park (Outbound)</i>
	From market place Park go straight
R	Del Norte Avenue
R	Terminal Avenue
L	Chilco Street
L	Bayfront
	Straight to 101 Norht Bound (Entrance)
Exit	Woodside Hwy 84 West
L	Middlefiled Road
R	Fair Oaks Community drive way
	<i>** Arrived Fair Oaks Community Center</i>
L	Middlefiled Road towards Redwood City Transit Center
R	Jefferson
L	Broadway
L	Winslow
	<i>** Arrived Redwood city Transit Center</i>
	From Transit Center go straight to Winslow Street becomes Middle Field
R	Jefferson
L	El Camino Real
R	Woodside Rd
	Take Hwy 84 West Bound all the way to the park
R	Wunderlich County Park sign drive way
	<i>**Arrived Wunderlich County Park</i>
START	<i>**Depart Wunderlich County Park (Inbound)</i>
	From the parking lot turn left at Woodside
L	Woodside Road
Exit	El Camino Real North Bound
R	Jefferson
L	Broadway
L	Winslow
	<i>** Arrived Redwood city Transit Center</i>
	From Transit Center go straight to Middle Field
R	Fair Oaks Community drive way
	<i>** Arrived Fair Oaks Community Center</i>
L	Middle Field
R	Woodside Road East Bound
Enter	101 South Bound
Exit	Marsh Road then turn left
	From Marsh Road to Bayfront
R	Bayfront
R	Hamilton Avenue
R	Market Place
	<i>**Arrived Menlo Park Market Place Park</i>

Note: Mileage - 27 miles
Travel Time: 1 Hour and 24 Minutes

ATTACHMENT D

EAST PALO ALTO to
EDGEWOOD COUNTY PARK



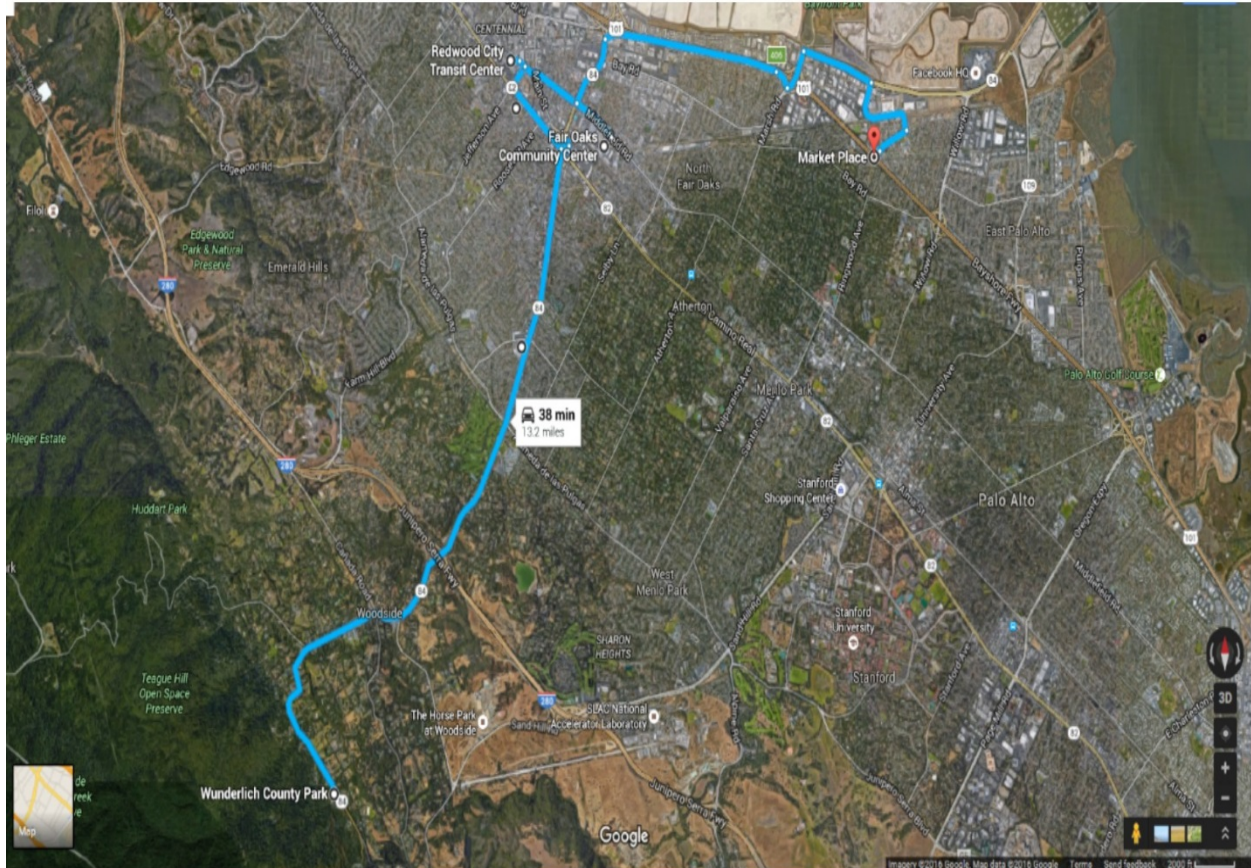
ATTACHMENT E

MENLO PARK MARKET PLACE PARK **to WUNDERLICH COUNTY PARK** **(OUTBOUND)**



ATTACHMENT F

MENLO PARK MARKET PLACE PARK **to WUNDERLICH COUNTY PARK** **(INBOUND)**



ATTACHMENT I
Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Jose "Tony" Mercado

Name of Contractor(s): MV Transportation, Inc.

Street Address or P.O. Box: 1626 Rollins Rd.

City, State, Zip Code: Burlingame, CA 94010

I certify that the above information is complete and correct to the best of my knowledge

Signature:

DocuSigned by:

Robert A. Pagonik

0778304A48C4438...

Title of Authorized
Official:

CFO

Date:

8/2/2016

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ATTACHMENT SP
Service Provider Supplemental Attachment

This attachment is part of the agreement between MV Transportation, Inc. and the County of San Mateo.

I. Contract Dollar Amount

In no event shall total payment for services under this Agreement exceed Two Hundred Fifty Two Thousand Eight Hundred Ninety-Six Dollars, \$ \$252,896.

II. AVAILABILITY OF FUNDS

County may immediately terminate this Agreement based upon 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 funding.

III. EQUAL BENEFITS (check one or more boxes)

- a. Contractor complies with the County's Equal Benefits Ordinance by:
 - ☐ Offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ Offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- b. ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- c. Contractor is exempt from this requirement because:
 - ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☒ Contractor is a party to a collective bargaining agreement that began on July 1st 2015 and expires on June 30th 2018, and intends to offer equal benefits when said agreement expires.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- a. ☐ Contractor complies with the County's Employee Jury Service Ordinance.
 - b. ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
 - c. ☐ Contractor is exempt from this requirement because (check all that apply):
 - ☐ The contract is for \$100,000 or less.
 - ☒ Contractor is a party to a collective bargaining agreement that began on July 1st 2015 and expires on June 30th 2018, and intends to comply when the bargaining agreement expires.
 - ☐ Contractor has no employees.
 - ☐ Contractor has no employees who live in San Mateo County.
-

V. NON-DISCRIMINATION (check appropriate boxes)

- a. ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- b. ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

VI. HOLD HARMLESS

Contractor agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

VII. ELECTRONIC SIGNATURE

Electronic Signature. If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

For County: ☒ If this box is checked by County,
County consents to the use of electronic
signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor,
Contractor consents to the use of electronic
signatures in relation to this Agreement.
