

PARTNERSHIP AGREEMENT
BETWEEN COUNTY OF SONOMA AND
THE METROPOLITAN TRANSPORTATION COMMISSION
FOR MTC SHIFT

THIS AGREEMENT is made and entered into as of the 31st day of July, 2020, by and between County of Sonoma (herein called "Partner"), and the Metropolitan Transportation Commission, a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, (herein called "MTC"), both individually referred to as a "Party" and collectively referred to as "the Parties."

W I T N E S S E T H

WHEREAS, MTC seeks to increase person throughput and reduce the number of cars on the road in the region's most congested corridors by encouraging shared-use modes; and

WHEREAS, MTC is initiating MTC SHIFT targeted at large employers to help shift employees into shared-rides, specifically into 2-person and 3-person carpools; and

WHEREAS, MTC has prequalified RideAmigos (herein called "Vendor") to assist employers participating in MTC SHIFT to obtain a Commute Management Platform provided by Vendor ("the Commute Platform"); and

WHEREAS, MTC has agreed to provide funding to Partner to install the Commute Management Platform as specified in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference, as part of MTC SHIFT;

NOW, THEREFORE, the Parties hereto agree as follows:

1. SCOPE OF WORK

MTC agrees to provide funding as described in Attachment B, Funding Breakdown, to Partner to provide the Service as outlined in Attachment A, Scope of Work. Partner shall perform the activities described in Attachment A, Scope of Work in a timely manner.

1.1 STAFF ROLES AND RESPONSIBILITIES

Michelle Go, MTC Senior Planner (herein "Project Manager") will be responsible for the overall administration of the agreement, including approving deliverables listed in Attachment A and invoices. Technical advice will be provided by Ashley Nguyen, MTC Director, Design &

Project Delivery, Stefanie Hom, MTC Principal Planner/Analyst, and a designated Partner Administrator (herein "Project Management Team").

2. TIME OF PERFORMANCE

The activities funded by this Agreement shall commence on or after July 31, 2020 and be completed by no later than December 31, 2023, unless the agreement is extended by duly executed amendment or earlier terminated, as hereinafter provided. MTC funding will only be provided for up to 36-months from commencement of the contract for the Commute Management Software.

3. FUNDING AND METHOD OF PAYMENT

A. Partner agrees to enter into a separate agreement with Vendor to implement the Platform described in Attachment A for a minimum of 36-months in the amount of one hundred fifteen thousand dollars (\$115,000).

MTC agrees to reimburse Partner a total amount up to eighty six thousand two hundred fifty dollars (\$86,250) ("Maximum Platform Payment") for the platform, and if applicable, MTC agrees to reimburse Partner a total amount up to zero dollars (\$0) ("Maximum Incentives Payment") for incentives. County of Sonoma agrees to provide matching funding of minimum of twenty-eight thousand seven hundred fifty dollars (\$28,750) in the agreement between Partner and the Vendor, consistent with Attachment B. Funding Breakdown.

MTC funding and Partner funding covers the setup fee and 36 months of the software subscription and user licenses.

B. Partner may submit invoices to MTC after Partner pays invoices from the Vendor and MTC will reimburse for up to 75% of eligible costs. Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, approved by the MTC Project Manager or a designated representative, consistent with Attachment C, Sample Invoice, including all supporting details, proof of payment, and certification that the invoice is accurate and not the subject of a prior billing.

All invoices shall be submitted electronically via email to MTC at acctpay@bayareametro.gov or in writing to:

Attn: Accounting Section
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105

C. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total reimbursement to be paid by MTC under this Agreement exceed the Maximum Platform Payment and Maximum Incentive Payment as stated in Article 3.

4. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in the Scope of Work and any adjustments in the schedule and Maximum Platform Payment and Maximum Incentive Payment. All amendments shall be executed by the Partner Project Manager, or a designated representative and MTC Executive Director, or a designated representative. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

5. TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. If MTC terminates this Agreement without cause, Partner will be entitled to those amounts necessary to reimburse Partner's selected Vendor for payment of costs incurred for authorized but incomplete deliverables, up to the maximum amount payable for such deliverables. If Partner fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and Partner will be entitled only to those amounts necessary to reimburse Partner's selected Vendor for costs incurred for work that did not contribute to the default, not to exceed the maximum amount payable under this Agreement for such work.

6. RETENTION OF RECORDS

Partner agrees to keep all records pertaining to the project being funded for audit purposes in accordance with generally accepted accounting practices for a minimum of four (4)

years following the fiscal year of the last expenditure under this Agreement.

7. AUDITS

Partner agrees to grant MTC, and its authorized representative's access to Partner's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection during normal business hours at any time during the term of this Agreement and for the retention period specified in Article 6.

8. INDEMNIFICATION

Partner shall indemnify and hold harmless MTC and its commissioners, directors, officers, agents and employees (each an "Indemnified Party") from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of or breach of this agreement by Partner, its officers, commissioners, directors, employees, agents, Vendor, contractors and subcontractors, or any of them, under or in connection with this Agreement; and Partner agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, its commissioners, directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

9. NOTICES

Except for invoices submitted by Partner pursuant to Article 3, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, or emailed to such party at their respective addresses as follows:

To MTC:	Attention: Michelle Go Metropolitan Transportation Commission Bay Area Metro Center 375 Beale Street, Suite 800 San Francisco, CA 94105 Email: mgo@bayareametro.gov
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To Partner: Attention: Katherine DiPasqua
County of Sonoma
County Administrator's Office
575 Administration Drive, Suite 104A
Santa Rosa, CA 95403
Email: Katherine.DiPasqua@sonoma-county.org

10. INDEPENDENT CONTRACTOR

The parties agree and understand that the work/services performed by Partner, or its agents, contractors or other Project partners, under this Agreement are performed as independent contractors and not as employees or agents of MTC. Nothing herein shall be deemed to create any joint venture or partnership arrangement between Partner and MTC.

11. ASSIGNMENT

Neither party shall assign, transfer or otherwise substitute its interest or obligations in this Agreement without the prior written consent of the other party.

12. CONFIDENTIALITY

12.1 In this Article 12, Confidentiality, the Party disclosing information shall be referred to as the "Disclosing Party" and the Party receiving information shall be referred to as the "Receiving Party". As used herein, "Confidential Information" shall mean any non-public, confidential or proprietary information disclosed by a Party in discussions between the Parties relating to the purpose, whether disclosed orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" or "proprietary" including, without limitation: data, notes, drafts, assessments, analyses, evaluations, and reports related to the travel patterns, home and work locations, commute mode choices, and parking activities of Partner employees.

12.2 Exclusions.

"Confidential Information" shall not include information that: (a) is or becomes known or available to the public, other than through a breach of an obligation hereunder by the Receiving Party; (b) is lawfully acquired by the Receiving Party from a third party without breach of a confidentiality restriction; (c) the Receiving Party can demonstrate by written proof was (i) already in its possession at the time it was disclosed hereunder by the Disclosing Party or (ii) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (d) has been approved for disclosure by the Disclosing Party; or (e)

has been provided by Disclosing Party pursuant to the required deliverables referenced in Attachments A, Scope of Work.

12.3 Confidentiality Obligation.

Receiving Party will hold and maintain Disclosing Party's Confidential Information in confidence, exercising at least the same degree of care as Receiving Party customarily exercises to protect its own like information, but no less than reasonable care. Without the prior written consent of Disclosing Party, Receiving Party will not: (a) disclose any portion of the Confidential Information to any person or entity other than its directors, officers, employees, agents or consultants (each a "Representative") who reasonably need access to the Confidential Information to fulfill the purpose and is bound to protect its confidentiality including, with respect to agents and consultants, by written agreement on terms substantially similar to this Agreement; or (b) use Confidential Information except as reasonably required in furtherance of the purpose. Receiving Party shall take reasonable steps to ensure compliance with this Agreement by its Representatives, and agrees that it is responsible to Disclosing Party for any action or failure to act by any Representative that would constitute a breach of this Agreement. Notwithstanding the foregoing, disclosure of Confidential Information by a Receiving Party shall not be precluded if such disclosure is required by a valid law, including the California Public Records Act, regulation, subpoena, demand, order or other process of a court or government entity, provided that Receiving Party provides prompt written notice to the Disclosing Party sufficiently in advance to permit the Disclosing Party to contest the disclosure or seek an appropriate protective order.

12.4 Remedies.

Without prejudice to the rights and remedies otherwise available to Disclosing Party, Disclosing Party may be entitled to equitable relief by way of injunction if there is a breach or threat of breach of any of the provisions of this Agreement by the Receiving Party. The Parties acknowledge and agree that damages may not be an adequate remedy in the event of a breach of this Agreement.

13. LAWS AND REGULATIONS

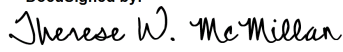
Partner shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of any such government, including but not limited to MTC, that relate to or in any manner affect the performance of the Agreement, including but not limited to those related to the handling of personally-identifiable information.

14. ENTIRE AGREEMENT: MODIFICATION

This Agreement, including any attachments, constitutes the complete agreement between the parties and supersedes any prior written or oral communications. CONSULTANT represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both CONSULTANT and MTC. 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 WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION
COMMISSION

DocuSigned by:

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Therese W. McMillan, Executive Director

COUNTY OF SONOMA

DocuSigned by:

C81099FEF89B9488...

Christina Rivera,
Assistant County Administrator

ATTACHMENT A **SCOPE OF WORK**

TASK 1: CONTRACT WITH VENDOR, COMMUTE MANAGEMENT PLATFORM

Partner will contract with the Vendor for the Commute Management Platform.

Duration: The contract for the Commute Management Platform will be for a minimum of 36 months. MTC will not provide funding beyond a period of performance of 36 months.

Platform Capabilities: The Commute Management Platform will be able to:

- Integrate with payroll platforms, parking systems, and third-party mobility providers for purposes of delivering commute benefits, incentives and disincentives, such as carpool incentives, parking charges, taxable subsidies and reimbursements;
- Administer parking management strategies – such as daily paid parking, variable rate parking, parking stall inventory management, or parking offers– to support an employer’s effort to decrease parking demand from single occupant vehicles; and
- Provide performance data documenting before and after changes in drive alone rates, parking demand, and carpool/vanpool rates.

To help evaluate and assess single occupancy vehicle rates, Partner will provide baseline, month 1 and the following data deliverables to MTC in three month intervals beginning no later than 6 months after implementation of the Commute Management Platform.

Deliverable(s):

- Baseline single-occupant vehicle commute rates and other commute rates by mode
- Following data for Month 1 and in three-month intervals (i.e. month 3, 6, 9, etc.):
 - Single-occupant vehicle commute rates by zip code for employees
 - Commute activity by mode by zip code for employees
 - Partner shall ensure that no personally identifiable information is provided to MTC

TASK 2: EVALUATION & DEMONSTRATION OF COMMUTE MANAGEMENT PLATFORM

Using data specified in the Task 1 Deliverables and other sources MTC will review and evaluate the benefits of the Commute Management Platform experienced by Partner and its impact on

reducing the rate of single-occupant vehicles with input and coordination from Partner and Vendor.

MTC will prepare and issue a draft report within 30 months of implementation of the Commute Management Platform.

MTC will prepare and issue a final report within 42 months of implementation of the Commute Management Platform.

Deliverable(s):

- Draft report
- Final report

**ATTACHMENT B
FUNDING BREAKDOWN**

MTC Platform Funding (“Maximum Platform Payment”)	\$86,250
MTC Incentive Funding (“Maximum Incentive Payment”)	\$0
Employer-Funded Match	\$28,750

ATTACHMENT C
SAMPLE INVOICE

PARTNER LETTER HEAD

DATE

INVOICE SUMMARY

Project: XXXX

Project Description:

Period Covered (9/1/09 to 10/1/09)

Invoice Number: XXXX

Invoice Amount: YYYY

Partner Agreement: XXXXXX Purchase Order No. XXXX

Certification

We hereby certify that the funds requested by _____ are for reimbursement for project costs already incurred and reimbursed and have not been included in a previous invoice request."