

## **SHUTTLE BUS SERVICE ADMINISTRATION AGREEMENT - MILLBRAE-BURLINGAME COMMUTER**

This Shuttle Bus Service Administration Agreement ("Agreement") is entered into this \_\_\_\_\_ 2025 ("Effective Date"), between the City of Burlingame ("Co-Lead Organization"), and the Peninsula Traffic Congestion Relief Alliance ("Commute.Org"). For clarity, references to "the Parties" mean the Co-Lead Organization and Commute.org.

### **RECITALS**

A. Co-Lead Organization desires to participate in a shuttle bus service ("Shuttle Service") as part of the Shuttle Bus Program ("Program")

B. The purpose of this Agreement is to set forth the terms and conditions of Co-Lead Organization's proposed participation in the Shuttle Service and in the Program.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Authorization. Subject to the terms and conditions set forth below, Co-Lead Organization is hereby authorized to participate in the Program. The Millbrae-Burlingame Commuter Shuttle ("Shuttle") shall operate to and from the Millbrae Transit Center, the Broadway Caltrain Station, and employment and residential areas along the route shown on the map attached to this Agreement as Exhibit A, and described in the schedule attached to this Agreement as Exhibit B. The route and frequency of the Shuttle may be reasonably modified by Commute.org from time to time. Co-Lead Organization understands and agrees that more than one participant may be served by the Shuttle.

2. Co-Lead Organizations. Co-Lead Organization acknowledges that it and the Peninsula Corridor Joint Powers Board ("JPB") have been selected and accept the positions of Co-Lead Organizations on behalf of all organizations served by the Shuttle. As a Co-Lead Organization, Co-Lead Organization shall provide the projected minimum Twelve and One-Half Percent (12.5%) financial share, excluding contributions from Commute.org described under Section 5 of the Agreement, Maximum Contribution; Payment; as amended.

Co-Lead Organization may seek appropriate contributions from participating organizations for reimbursement of amounts expended by Co-Lead Organization hereunder, it being understood that Co-Lead Organization shall not seek or make a profit from serving as Co-Lead Organization. Commute.org has no responsibility to collect any such amounts from such other organizations participating in the Program to be serviced by the Shuttle.

3. Shuttle Service Vendor. Shuttle Service is operated by the San Mateo County Transit District's Shuttle Provider ("Vendor") in full accordance with the terms and conditions of

the contract between SamTrans and the Vendor. Commute.org or its designee will have daily management responsibilities for the Shuttle.

Commute.org shall be responsible for supplying and/or completing any grant-related reporting information. Co-Lead Organization shall assist Commute.org in obtaining appropriate reporting information.

4. Term. The term of this Agreement shall commence on July 1, 2025 and end on June 30, 2027. Any obligations which are incurred under the Agreement which are expressly provided to extend beyond the term of this Agreement, including any contribution obligations incurred by Commute.org pursuant to Section 5, shall remain valid until fulfilled as provided for in this Agreement. This Agreement may be terminated by either party without cause by giving thirty (30) days prior written notice to the other in the manner provided below.

All subsidy funds provided for the Program shall be generated from non-Commute.org revenue streams. At no time shall Commute.org be liable for additional revenue not included as part of the external authorized grant or for expenses disallowed by the granting entities (grantor). Commute.org budget decisions are subject to the discretion of Commute.org's Executive Director and Commute.org's Board of Directors. This Agreement will terminate without penalty, liability or expense of any kind to Commute.org, if funds are not appropriated for the current fiscal year to fund the Shuttle Services, and funds provided to Commute.org pursuant to Section 6 of this Agreement shall be returned to Co-Lead Organization. If funds are appropriated for a portion of the current fiscal year, this Agreement will terminate without penalty, liability or expense of any kind to Commute.org, at the end of the term for which the funds are appropriated and unspent funds provided to Commute.org pursuant to Section 6 of this Agreement shall be returned to Co-Lead Organization. . If expected revenues, from pending or future grant applications, which are intended to fulfill any portion of Commute.org contribution under this Agreement, are not approved and/or received by Commute.org, this Agreement will terminate without penalty, liability or expense of any kind to Commute.org, at the end of the term for which the funds are appropriated and unspent funds provided to Commute.org pursuant to Section 6 of this Agreement shall be returned to Co-Lead Organization. . Commute.org has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements.

The term of this Agreement may be extended to cover additional funding periods, by mutual written agreement. In the event that the Agreement term is extended, the Parties shall set forth any terms, including Commute.org's maximum contribution that will be applicable during the period of extension.

5. Maximum Contribution; Payment. Commute.org's maximum contribution (which includes contributions from all other funding agencies involved, including the "JPB") for Shuttle Service shall not exceed Six Hundred and Twelve Thousand Seven Hundred Twenty-Five Dollars (\$612,725) or Eighty-Seven and One-Half Percent (87.5%) of the estimated total costs for the Shuttle Service as determined by Commute.org **whichever amount is less.**

6. Co-Lead Organization's Payment. Co-Lead Organization shall pay Twelve and One-Half Percent (12.5%) of the total actual costs of the Shuttle Service described in Section 1 of

this Agreement. Co-Lead Organization's 12.5% share shall not exceed Eighty-Seven Thousand Five Hundred Thirty-Two Dollars (\$87,532) unless agreed to in writing by the Parties.

Co-Lead Organization shall pay based on quarterly invoices from Commute.org. Co-Lead Organization shall pay each invoice within thirty (30) days from the date of the invoice. In the event 12.5% of the actual cost of operating the Shuttle during the term of this Agreement exceeds Co-Lead Organization's total payments, excluding any Administration fee, upon adequate substantiation of such cost overrun, Co-Lead Organization shall pay to Commute.org the difference within thirty (30) days of Commute.org's request for it. All payments required under this Agreement shall be made by check or money order and delivered to the following address:

Commute.org  
Attention: Shuttle Department  
400 Oyster Point Blvd., Suite 409  
South San Francisco, CA 94080

Co-Lead Organization shall be solely responsible for collecting any amounts owed by other organizations participating in the Program to be serviced by the Shuttle, if any.

7. Audit Requirements. For the duration of this Agreement, and for a period of three years thereafter, Co-Lead Organization shall make available, during normal business hours and upon reasonable notice, to Commute.org and/or the grantor supplying funds for this Shuttle Service, or an independent auditor selected by either or both of them, all records relating to Co-Lead Organization's participation in the Program including, but not limited to, all records of receipts and expenditures, promptly upon request. Commute.org and/or grantor shall bear its own costs connected with such audit, including the cost of an independent auditor. Co-Lead Organization shall only be responsible for its own costs for making available all records relating to Co-Lead Organization's participation in the Program in the event such an audit is requested.

8. Reporting Requirements. For the duration of this Agreement, including any extension terms, and for a period of three years thereafter, Co-Lead Organization shall assist Commute.org with any reporting requirements related to the performance of this Agreement. Commute.org shall bear its own costs connected with such reporting. Co-Lead Organization shall only be responsible for its own costs for making available all records relating to the Co-Lead Organization's participation in the Program in the event such a report is requested. Records may include, but are not limited to ridership reports, rider surveys, customer compliments/complaints, schedule variants and effective dates.

9. Marketing Program. The Commute.org countywide shuttle marketing program description will be attached and made a part of this agreement as Exhibit C – MARKETING PROGRAM. Any brochures, handbooks, articles, news releases, timetables, web content, or other publications regarding the Shuttle (collectively “Collateral”) if provided by Co-Lead Organization, shall occur at its sole expense with no additional reimbursement from Commute.org. All such Collateral must be approved by Commute.org in advance of publication. All Collateral shall identify the grantors as funding sources in a manner approved by Commute.org, with copies to Commute.org. See Exhibit D – GRANTING ENTITIES. During the term of this Agreement,

funding sources may change. Commute.org will notify the Co-Lead Organization of such changes and any additional marketing requirements that may apply as a result. The updates will not require Co-Lead Organization consent. Co-Lead Organization shall comply with update for newly drafted marketing materials.

10. Passenger Comments. Co-Lead Organization shall refer any passenger comments and/or complaints regarding quality of service or equipment, to Commute.org (650.588.1600) or website (Commute.org), unless otherwise instructed.

11. Indemnification. Co-Lead Organization shall indemnify, keep and save harmless Commute.org, the San Mateo County Transit District, the San Mateo County Transportation Authority ("TA"), the Peninsula Corridor Joint Powers Board, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) and their respective directors, officers, agents and employees (collectively, "Indemnitees") against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the operation of the Shuttle caused by an act or omission of Co-Lead Organization or its employees, contractors, subcontractors, representatives or agents. Commute.org will notify Co-Lead Organization promptly of any claim, the Co-Lead Organization will have control of the defense of such claim and related settlement, and at the Co-Lead Organization's request and Co-Lead Organization's sole cost and expense, the Indemnitees will cooperate reasonably in the defense by providing information related to the Shuttle that is within their control. Except in the event of sole negligence on the part of Indemnitees, Co-Lead Organization further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the Indemnitees in any such action, Co-Lead Organization shall, at its expense, satisfy and discharge the same. This indemnity shall survive the termination of this Agreement and or any extension thereof.

Commute.org shall indemnify, keep and save harmless the Co-Lead Organization and its directors, officers, agents and employees (collectively, "Co-Lead Organization Indemnitees") against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the operation of the Shuttle caused by an act or omission of Commute.org or its employees, contractors, subcontractors, representatives or agents. Co-Lead Organization will notify Commute.org promptly of any claim, Commute.org will have control of the defense of such claim and related settlement, and at Commute.org's request and Commute.org's sole cost and expense, the Co-Lead Organization Indemnitees will cooperate reasonably in the defense by providing information related to the Shuttle that is within their control. Except in the event of sole negligence on the part of the Co-Lead Organization Indemnitees, Commute.org further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the Co-Lead Organization Indemnitees in any such action, Commute.org shall, at its expense, satisfy and discharge the same. This indemnity shall survive the termination of this Agreement and or any extension thereof.

Co-Lead Organization shall be included as an Indemnatee in the agreement between the San Mateo County Transit District and Vendor. A copy of that indemnity provision is attached as Exhibit E – INDEMNITY INCLUSION.

12. Notices. Any notice, report, request, instruction or other document required by this Agreement will be in writing and delivered in person to a representative of the parties at the address below, or by mailing the same by registered or certified mail, postage prepaid, addressed as follows:

If to Commute.org: Peninsula Traffic Congestion Relief Alliance  
400 Oyster Point Blvd, Suite 409  
South San Francisco, CA 94080  
ATTN: Executive Director

If to Co-Lead Organization: City of Burlingame  
501 Primrose Road  
Burlingame, CA, 94010  
ATTN: Transportation Manager

Any notice served personally shall be deemed received upon delivery; any notice mailed via registered or certified mail as provided above shall be deemed received two (2) days after it is postmarked by the U.S. Mail Service. Either party may change its address by sending notice of the change to the other party as provided herein.

13. Liaison. Commute.org and Co-Lead Organization shall each designate one or more persons to act as contact or liaison with the other party with regard to the day to day activities of the Program. Co-Lead Organization's liaison shall be responsible, among other things, for complying with all reporting requirements specified in this Agreement, as well as coordinating the marketing program required by Section 9 above. Each party's liaison is as follows:

Commute.org Liaison: Richard Fontela  
Senior Shuttle Programs Administrator  
(650) 588-8170  
richard@commute.org

When the primary Co-Lead Organization's Liaison is unavailable, a secondary contact shall be:

John Ford  
Executive Director  
(650) 588-8170  
john@commute.org

Co-Lead Organization's Liaison: Kevin Okada – Assistant Public Works  
Director  
(650) 558-7230  
kokada@burlingame.org

14. Attorneys' Fees. In the event legal proceedings are instituted by either of the parties to enforce any term of this Agreement or to determine the rights of the parties hereunder, the prevailing party in said proceedings shall recover, in addition to all court costs, reasonable attorneys' fees.

15. Relationship. Pursuant to this Agreement, Commute.org is merely a partial funding agency for transportation provided on behalf of the Co-Lead Organization to their (and other participants, if any) tenants, employees, contractors, or designated agents under the Program. Nothing herein shall be deemed to create a partnership, joint venture, independent contractor or employment relationship between Commute.org and Co-Lead Organization.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to contracts made and performed entirely in California.

17. Successors. These Agreement obligations created under this Agreement shall be binding on, and the rights established herein shall inure to the benefit of, the successors and assigns of the parties hereto.

18. Assignment. Co-Lead Organization may not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of Commute.org.

19. Modification. This Agreement may be modified or amended only by a written document signed by both parties.

20. Dispute Resolution. Commute.org and the Co-Lead Organization agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by Commute.org, the Co-Lead Organization shall continue performance under this Agreement while matters in dispute are being resolved.

21. Interpretation. Section headings are solely for convenience and are not intended to affect the interpretation of the Agreement. The Agreement will be interpreted reasonably, not in favor of or against either party.

22. No Third Party Rights. The parties do not intend this Agreement to create rights in any third parties and nothing in this Agreement should be construed to do so.

23. Commute.org Warranties. Commute.org makes no warranties or representations, either express or implied, beyond such as are explicitly stated in this Agreement.

24. Severability. If any provision of this Agreement or any portion thereof is held to be invalid or unenforceable for any reason, that provision will 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 such provision will be severable and will not affect the validity or enforceability of any other provision.

25. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous oral or written understandings of the parties on the same subject. This Agreement may only be amended in a writing signed by both of the parties hereto. The parties intend this Agreement to be an integrated agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above with the intent to be legally bound.

PENINSULA TRAFFIC CONGESTION  
RELIEF ALLIANCE

CITY OF BURLINGAME

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name: \_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

APPROVED AS TO FORM

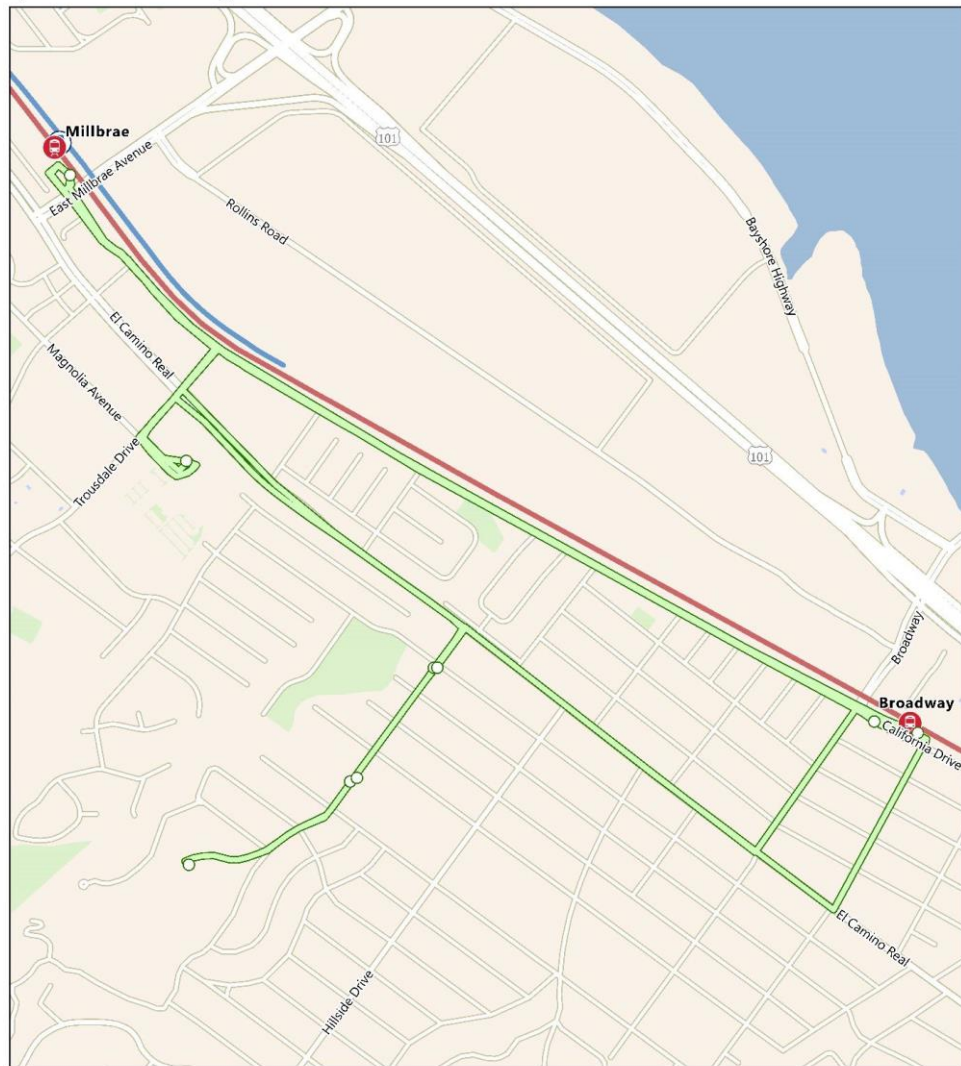
\_\_\_\_\_  
PTCRA Attorney

## EXHIBIT A

### MAP OF SHUTTLE ROUTE (Effective July 1, 2025)

#### Shuttle: Millbrae Burlingame Commuter

Sponsor: Commute.org



Shuttle Route    Caltrain    BART  
Shuttle Stop    Caltrain Station    BART Station

0 1 Miles





**EXHIBIT B**  
**SCHEDULE OF SHUTTLE SERVICE**  
(Effective July 1, 2025)

Millbrae Burlingame Commuter - AM Schedule									
Run Numbers	MBC - AM1	MBC - AM2	MBC - AM3	MBC - AM4	MBC - AM5	MBC - AM6	MBC - AM7	MBC - AM8	MBC - AM9
<b>BART ARRIVES MILLBRAE STATION</b>									
fr Richmond			6:07	6:27	7:07	7:27	7:47	8:07	8:27
<b>CALTRAIN ARRIVES MILLBRAE STATION</b>									
Train Numbers		101	103		503	405		507	111
Northbound (from SJ)		5:39	6:04		7:04	7:33		8:04	8:24
Train Numbers		104			404	506	110	112	
Southbound (from SF)		5:52			7:07	7:38	7:46	8:16	
<b>SHUTTLE DEPARTS MILLBRAE STATION</b>									
Shuttle Departs Station		5:59	6:12	6:32	7:13	7:43	7:54	8:22	8:33
<b>SHUTTLE DEPARTS EMPLOYERS</b>									
Mills-Peninsula Health Services (Near Lobby)				6:37	7:18		7:59		8:38
Adeline & Balboa				6:41	7:22		8:03		8:42
Adeline & Bernal				6:42	7:23		8:04		8:43
Sisters of Mercy (off Adeline & Hoover)				6:46	7:27		8:08		8:47
Adeline & Bernal				6:48	7:29		8:10		8:49
Adeline & Balboa				6:49	7:30		8:11		8:50
Broadway Caltrain Station	5:54	6:05	6:18	6:55	7:36	7:49	8:17	8:28	8:56
<b>SHUTTLE ARRIVES MILLBRAE STATION</b>									
Shuttle Arrives Station	5:59	6:10	6:23	7:00	7:41	7:54	8:22	8:33	9:01
<b>BART DEPARTS MILLBRAE STATION</b>									
to Richmond	6:09		6:29	7:09	7:49	8:09	8:29	8:49	9:09
<b>CALTRAIN DEPARTS MILLBRAE STATION</b>									
Train Numbers	103		401		109	507	409	113	115
Northbound (to SF)	6:04		6:33		7:54	8:04	8:33	8:54	9:24
Train Numbers			502	404	110	408	510	510	412
Southbound (to SJ)			6:38	7:07	7:46	8:07	8:38	8:38	9:07

Millbrae Burlingame Commuter - PM Schedule										
Run Numbers	MBC - PM1	MBC - PM2	MBC - PM3	MBC - PM4	MBC - PM5	MBC - PM6	MBC - PM7	MBC - PM8	MBC - PM9	MBC - PM10
<b>BART ARRIVES MILLBRAE STATION</b>										
fr Richmond	2:27	3:07	3:27	4:07	4:27	4:47	5:07	5:27	5:47	6:27
<b>CALTRAIN ARRIVES MILLBRAE STATION</b>										
Train Numbers	135	139		515	143	145	519	421	149	151
Northbound (from SJ)	2:24	3:24		4:04	4:24	4:54	5:04	5:33	5:54	6:24
Train Numbers	136	140	314	416	144	146	420	522	150	152
Southbound (from SF)	2:16	3:16	3:38	4:07	4:16	4:46	5:07	5:38	5:46	6:16
<b>SHUTTLE DEPARTS MILLBRAE STATION</b>										
Shuttle Departs Station	2:47	3:29	3:42	4:14	4:32	5:04	5:16	5:48	6:00	6:32
<b>SHUTTLE DEPARTS EMPLOYERS</b>										
California & Broadway	2:53	3:35	3:48	4:20	4:38	5:10	5:22	5:54	6:06	6:38
Adeline & Balboa	3:00		3:55		4:45		5:29		6:13	
Adeline & Bernal	3:01		3:56		4:46		5:30		6:14	
Sisters of Mercy (off Adeline & Hoover)	3:05		4:00		4:50		5:34		6:18	
Adeline & Bernal	3:07		4:02		4:52		5:36		6:20	
Adeline & Balboa	3:08		4:03		4:53		5:37		6:21	
Mills-Peninsula Health Services (Near Lobby)	3:14		4:09		4:59		5:43		6:27	
<b>SHUTTLE ARRIVES MILLBRAE STATION</b>										
Shuttle Arrives Station	3:19	3:41	4:14	4:26	5:04	5:16	5:48	6:00	6:32	6:44
<b>BART DEPARTS MILLBRAE STATION</b>										
to Richmond	3:29	3:49	4:29	4:49	5:09	5:29		6:09		6:49
<b>CALTRAIN DEPARTS MILLBRAE STATION</b>										
Train Numbers	139	141	143	417	147	147	149	151	153	153
Northbound (to SF)	3:24	3:54	4:24	4:33	5:24	5:24	5:54	6:24	6:54	6:54
Train Numbers	314	142		518	148	522		424	526	428
Southbound (to SJ)	3:38	3:46		4:38	5:16	5:38		6:07	6:38	7:07

**EXHIBIT C**  
**MARKETING PROGRAM**  
(As of July 1, 2025)

Commute.org has developed a countywide shuttle marketing plan that serves as the basis for promoting the shuttle program throughout San Mateo County. Commute.org and its partners use a variety of tools to create and execute focused marketing for the shuttle program.

The Commute.org website serves as a primary source of information about the shuttle program. Riders, and potential riders, use the site to get information about routes and schedules as well as real-time vehicle location tracking. The mobile version of the Commute.org site is optimized to provide shuttle riders with streamlined access to the information they need during their commute.

Commute.org maintains and publishes route specific GTFS data that is used by transit planning apps including those managed by Google, Apple, 511 and app developers. Passengers can plan trips that include shuttles anywhere Commute.org shuttles operate. Route and schedule information is also available in hard-copy format.

Commute.org works with the cities and property owners where shuttles operate to install and maintain signage indicating where the shuttles stop. New signage is being installed at stop locations throughout San Mateo County.

Commute.org shuttle and employer outreach staff provide presentations about the shuttle program directly to employers and their employees as well as at community events. Rider appreciation events are conducted throughout the year and allow the Commute.org team to thank shuttle riders for their commitment to using shuttles for first/last mile transportation.

**EXHIBIT D**  
**GRANTING ENTITIES**  
(As of July 1, 2025)

Following are all granting entities requiring acknowledgement on all marketing Collateral:

1. Commute.org.
2. San Mateo County Transportation Authority (“SMCTA”)

Citing the funding entities in text or official logo form will be deemed acceptable once prior layout approval has been obtained from Commute.org Liaison.

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**EXHIBIT E**  
**INDEMNITY INCLUSION**

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12. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR shall indemnify, keep and save harmless the DISTRICT, Peninsula Traffic Congestion Relief Alliance (PTCRA or Commute.org), the Peninsula Corridor Joint Powers Board, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or the successor Operator of Record, the Union Pacific Railroad Company, the Bay Area Air Quality Management District, City/County Association of Governments, the San Mateo County Transportation Authority, entities participating in the DISTRICT's shuttle program ("Lead Organizations"), 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
- 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)(I) 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 maybe 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 against the DISTRICT 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.