

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
JOINT VENTURE SILICON VALLEY

This Agreement entered this ____ day of _____, 2015, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and Joint Venture Silicon Valley, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, C/CAG is a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans; and,

WHEREAS, Joint Venture Silicon Valley is a California non-profit corporation that promotes and facilitates greater cooperation and understanding within the region's public and private sectors; and

WHEREAS, C/CAG desires to work jointly with organizations that support initiatives aimed at reducing energy use and greenhouse gas emissions;

WHEREAS, C/CAG supports the Silicon Valley Index, the Joint Venture Silicon Valley's facilitation of the public sector climate protection task force that includes cities from San Mateo County, and mobility improvement efforts.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A, attached hereto (the "Services"). All Services are to be performed and completed by June 30, 2017.
2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Contractor based on the costs set forth in Exhibit A up to a maximum amount of seventy five thousand dollars (\$75,000) for Services provided during the Contract Term as set forth below. Payments shall be made to contractor based on C/CAG approval of progress report submitted by contractor that identifies expenditures and describes services performed in accordance with the agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the

relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party.
5. Contract Term. This Agreement shall be in effect as of July 1, 2015 and shall terminate on June 30, 2017; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG, its agents, officers and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Contractor, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

The duty of the parties to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance: Contractor or any subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect C/CAG, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than

\$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

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

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Contractor shall not be liable for C/CAG's use,

modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this Agreement.

12. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

13. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
14. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

15. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Sandy Wong, Executive Director

Notices required to be given to contractor shall be addressed as follows:

Joint Venture Silicon Valley
100 W. San Fernando, Suite 310
San Jose, CA 95113
Attention: Russell Hancock, Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

Joint Venture Silicon Valley (Contractor)

By _____ Date _____

City/County Association of Governments (C/CAG)

By _____ Date _____
Mary Ann Nihart, C/CAG Chair

C/CAG Legal Counsel

By _____

SUMMARY PAGE

Agency:	Joint Venture Silicon Valley
Project:	2015/16 and 2016/17 Agreement
Description:	Joint Venture Silicon Valley promotes and facilitates greater cooperation and understanding within the region’s public and private sectors through initiatives, forums and subcommittees. Through this agreement Joint Venture agrees to assist the City/County Association of Governments of San Mateo County (C/CAG) and its members with meeting their sustainability goals; and C/CAG agrees to support Joint Venture’s Index of Silicon Valley.

Contract Not to Exceed: \$75,000

Payment Terms: Net 30 (as billed)

Agreement Term: Start Date: 7/1/2015 End Date: 6/30/2017

PARTIES TO AGREEMENT:

	Service Provider	Local Government Agency
Agency Name:	Joint Venture Silicon Valley	City/County Association of Governments of San Mateo County (C/CAG)
Address:	100 W. San Fernando, Suite 310	555 County Center, 5 th Floor
City/State/Zip Code:	San Jose, CA 95113	Redwood City, CA 94063
Attention:	Russell Hancock, Chief Executive Officer	Sandy Wong Executive Director
Email Address:	hancock@jointventure.org	slwong@smcgov.org
Telephone No.:	408-298-9330	650-599-1409
Taxpayer ID	77-0332854	
Type of Entity:	California non-profit corporation	

SCOPE OF SERVICES

C/CAG will provide funding to Joint Venture to execute the following functions in fiscal years 2015-2016 and 2016-2017:

1. Support and services to Public Sector Climate Task Force members:
 - a) Regular Task Force meetings:
Up to 8 regular meetings will be held for attendees from San Mateo County cities and County staff
\$2,500 per meeting
 - b) Workshops at the request of C/CAG:
Up to 2 workshops on topics of C/CAG's choice; Joint Venture to provide cost estimates for workshops to C/CAG in advance.
Not to exceed \$5,000 total over term of agreement

\$25,000 total over term of agreement.

2. Development of Index of Silicon Valley:
 - a) Inclusion of C/CAG staff in Index Advisors group to provide input to slate of indicators and document.
 - b) Acknowledgement of C/CAG sponsorship in publication.
 - c) Up to four Seats at State of the Valley conference.

\$12,500 for 2016 Index of Silicon Valley
\$12,500 for 2017 Index of Silicon Valley

3. Support and coordinate the integration of technology being developed as part of the "Mobility as a Service" (MaaS) Initiative for users and transportation service providers in San Mateo County:
 - a) Steering Committee seat for a C/CAG representative
 - b) Role in technology integration and development of policies, programs, and procedures
 - c) Inclusion in pilot identification for San Mateo County

\$25,000 total over term of agreement.

PAYMENT TO JOINT VENTURE AND REPORTING

Joint Venture will report on progress in milestone reports to C/CAG, which will include invoices commensurate with progress.