

# *Appendix L:*

## *Short Form Agreement for Revenue Contracts*

**See next page for Forms and Instructions:**

## Short Form Agreement for Revenue Contracts

Cost-Sharing Agreement between the City of Palo Alto and Stanford for On-Demand Transit Services

Contract #:

**C23187713**

BY THIS AGREEMENT MADE AND ENTERED INTO ON THE 3<sup>rd</sup> DAY OF APRIL 2023 BY AND BETWEEN THE CITY OF PALO ALTO ("CITY") AND THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY ("STANFORD"), 3215 Porter Drive, Palo Alto, CA 94304-1286. IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES HERETO AGREE AS FOLLOWS:

- CITY SHALL PROVIDE OR FURNISH THE FOLLOWING SPECIFIED 1) GOODS AND MATERIALS, 2) SERVICES OR 3) A COMBINATION THEREOF AS SPECIFIED IN THE EXHIBITS NAMED BELOW AND ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE: EXHIBIT A – SCOPE OF SERVICES.
- **EXHIBITS** THE FOLLOWING ATTACHED EXHIBITS HEREBY ARE MADE PART OF THIS AGREEMENT: *CONTRACT IS NOT COMPLETE UNLESS ALL EXHIBITS ARE ATTACHED*

Exhibit A - Scope of Services

Exhibit B- Payment Plan

Exhibit C- Insurance Requirements

- **TERM** THE SERVICES AND/OR MATERIALS FURNISHED UNDER THIS AGREEMENT SHALL COMMENCE ON **MARCH 7, 2023** AND SHALL BE COMPLETED BEFORE **MARCH 31, 2025**.
- **COMPENSATION** FOR THE FULL PERFORMANCE OF THIS AGREEMENT: STANFORD SHALL PAY CITY AN AMOUNT NOT TO EXCEED \$744,000 IN ACCORDANCE WITH EXHIBIT B.
- **CITY ACCOUNT NUMBER:**

COST CENTER	GL ACCT	PROJECT /INTERNAL ORDER	PHASE NO.	DOLLAR AMOUNT
66030004	31990			

- **GENERAL TERMS AND CONDITIONS ARE INCLUDED ON ALL PAGES OF THIS AGREEMENT.**

**HOLD HARMLESS.** Each party shall indemnify, defend and hold harmless the other party, its Council Members, officers, employees, and agents from any and all demands, claims or liability of any nature, including wrongful death, caused by or arising out of the other party, its officers', directors', employees' or agents' negligent acts, errors, or omissions, or willful misconduct.

**ENTIRE AGREEMENT.** This agreement and the terms and conditions on the following pages represent the entire agreement between the parties with respect to the purchase and sale of the goods, equipment, materials or supplies or payment for services which may be the subject of this agreement. All prior agreements, representations, statements, negotiations and undertakings whether oral or written are superseded hereby.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DAY, MONTH, AND YEAR FIRST WRITTEN ABOVE.

• **PROJECT MANAGER AND REPRESENTATIVE FOR CITY**

NAME: Nathan Baird

DEPT: Office of Transportation

P.O, BOX 10250  
PALO ALTO, CA 94303

Telephone 650-329-2520

**FOR STANFORD**

BY:

DocuSigned by:  
*Patricia M. Moss*  
DD924B502C064FC...

TITLE: **Procurement Director**

Date: 3/14/2023

• **INVOICING** SEND ALL INVOICES TO THE CITY, ATTN: PROJECT MANAGER

• **CITY OF PALO ALTO APPROVALS:** (ROUTE FOR SIGNATURES ACCORDING TO NUMBERS IN APPROVAL BOXES BELOW)

CITY DEPARTMENT <input type="checkbox"/> Funds Have Been Budgeted  (1)	PURCHASING & CONTRACT ADMINISTRATION INSURANCE REVIEW  (2)	APPROVAL OVER \$25,000  (3) PURCHASING MANAGER
APPROVAL OVER \$25,000	APPROVAL OVER \$85,000	
CITY OF PALO ALTO  BY: _____ CITY ATTORNEY	ATTEST:  BY: _____ MAYOR _____ CITY CLERK	

## CITY OF PALO ALTO GENERAL TERMS AND CONDITIONS

**A. ACCEPTANCE.** This agreement is limited to the terms and conditions on pages 1 through 4 inclusive and any exhibits referenced.

**B. GOVERNING LAW AND VENUE.** This agreement shall be governed by the laws of the state of California. The courts of the State of California in the County of Santa Clara and the federal court for the Northern District of California have sole jurisdiction over any disputes that arise over this agreement.

**C. NO EMPLOYMENT; CONFLICTS.** It is understood and agreed that this agreement is not a contract of employment in the sense that the relation of master and servant exists between the CITY and undersigned. At all times CITY shall be deemed to be an independent contractor and STANFORD is not authorized to bind CITY to any contracts or other obligations. In executing this agreement, STANFORD certifies that no one who has or will have any financial interest under this agreement is an officer or employee of CITY.

**D. INSURANCE.** STANFORD agrees to provide the insurance specified in the "Insurance Requirements" form attached hereto as Exhibit C or self-insure to equivalent standards. In the event STANFORD is unable to secure a policy endorsement naming the City of Palo Alto as an additional insured under any comprehensive general liability or comprehensive automobile policy or policies, STANFORD shall at a minimum, and only with the written approval of City's Risk Manager or designee, cause each such insurance policy obtained by it to contain an endorsement providing that the insurer waives all right of recovery by way of subrogation against CITY, its officers, agents, and employees in connection with any damage, claim, liability personal injury, or wrongful death covered by any such policy. Each such policy obtained by STANFORD shall contain an endorsement requiring thirty (30) days' written notice from the insurer to CITY before cancellation or reduction in the coverage or limits of such policy. STANFORD shall provide certificates of such policies or other evidence of coverage satisfactory to City's Risk Manager, together with evidence of payment of premiums, to CITY at the commencement of this agreement, and on renewal of the policy, or policies, not later than twenty (20) days before expiration of the terms of any such policy. CITY agrees to maintain insurance of equivalent standards as STANFORD.

**E. TERMINATION.** This agreement may be terminated by either party upon thirty (30) days written notice to the other party. Monies then owing based upon work satisfactorily accomplished shall be paid to CITY.

**F. CHANGES.** This agreement shall not be assigned or transferred without the written consent of the either party. No changes or variations of any kind are authorized without the written consent of the both parties.

**G. Reserved.**

**H. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by either party shall operate as a waiver on the part of such party of any of its rights under this agreement.

**I. Reserved.**

**J. Reserved.**

**K. Reserved.**

**L. Reserved.**

**M. PRICE TERMS.** Extra charges, invoices and payment. No extra charges of any kind will be allowed unless specifically agreed to in writing by CITY. All state and federal excise, sales and use taxes shall be stated separately on the invoices. In event CITY reduces its price for such materials or services during the term of this agreement, CITY agrees to reduce the prices or rates hereof correspondingly.

**N. Reserved.**

**O. Reserved.**

**P. NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall give any rights to any person other than the Parties to this Agreement.

**Q. USE OF STANFORD TRADEMARKS.** CITY agrees not to use Stanford's name or other Stanford trademarks (together referred to herein as the "Marks"), or the name or trademarks of any related organization, or to quote any of Stanford's faculty, staff, students, volunteers or agents ("Quotes"), either in writing or orally, without the prior written consent of STANFORD's Senior Director, University Brand Management. This prohibition includes, but is not limited to, use of the Marks or Quotes in press releases, advertising, marketing materials, other promotional materials, presentations, photographs for commercial use, case studies, reports, websites, application or software interfaces, and other electronic media.

## **EXHIBIT A – SCOPE OF SERVICES**

In consideration for Stanford's payment under this Agreement, City shall:

1. Expand the City's On-Demand Transit program delivered under City contract C23184827 or its successors with Nomad Transit LLC ("program") to include the Stanford Research Park during all regular hours of the program.
2. Provide free rides to and from the Stanford Research Park as part of the program in lieu of charging riders the regular fee.
3. Provide Stanford with ride data on a periodic basis regarding rides to/from Stanford Research Park. Such data will not include personal information of the riders.

**EXHIBIT B – PAYMENT PLAN**

Stanford shall pay City \$31,000 per month for the term of this Agreement.

**EXHIBIT C – INSURANCE REQUIREMENTS**

STANFORD WARRANTS THAT IT HAS INSURANCE TO SUPPORT THIS AGREEMENT AND THAT IT WILL MAINTAIN COVERAGE FOR THE DURATION OF THIS AGREEMENT AS PROVIDED BELOW.

CONTRACT IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS AS SPECIFIED HEREIN.

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY	STATUTORY	STATUTORY
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY		
		- EACH PERSON	\$250,000	\$250,000
		- EACH OCCURRENCE	\$500,000	\$500,000
		PROPERTY DAMAGE	\$100,000	\$100,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	