

RD:MDT:MDT  
2/14/2025

**FUNDING AGREEMENT  
BETWEEN THE CITY OF SAN JOSE AND  
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH  
ALLOCATED PERSONNEL ASSISTING  
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS**

This Funding Agreement ("**Agreement**"), dated \_\_\_\_\_, 2025, is made and entered into by and between the CITY OF SAN JOSE, a municipal corporation of the State of California, referred to herein as "**CITY**", and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public agency organized as a special district under California law, referred to herein as "**VTA**". Hereinafter CITY and VTA may be individually referred to as a "**Party**" or collectively referred to as "**Parties**."

**RECITALS**

- A. Whereas**, pursuant to Section 100060 of California's Public Utilities Code, the government of VTA shall be vested in the Santa Clara Valley Transportation Authority Board of Directors ("**Board**"), which shall consist of twelve (12) members, including five (5) City representatives and one (1) City alternate; and
- B. Whereas**, Section 100060 of California's Public Utilities Code further requires that the five (5) City representatives and one (1) alternate shall be City Council Members or the Mayor of the City, appointed by the City Council; and
- C. Whereas**, pursuant to Section 2-26 of Article III of the Santa Clara Valley Transportation Authority Administrative Code, the officers of the Board shall be the Chairperson and Vice Chairperson who shall be elected annually by the Board from its voting membership; and
- D. Whereas**, on November 7, 2024, the Board elected San José Mayor Matt Mahan to serve as Vice Chairperson of the Board for the remainder of 2024 and for calendar year 2025; and
- E. Whereas**, CITY and VTA mutually agree that providing dedicated staff assistance to Mayor Matt Mahan during his term as Vice Chairperson of the Board will promote maximum cooperation and efficiency for the benefit of the public; and
- F. Whereas**, each Party now desires to set forth the necessary terms and conditions under which staff personnel may be retained, directed, and compensated for assisting the Mayor in his duties as Vice Chair of the Board as set forth in this Funding Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, each Party agrees as follows:

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## **AGREEMENT**

1. **Staff Personnel.** CITY hereby agrees to conduct an open recruitment and retain a Senior Transportation Specialist ("Assistant") to assist the Mayor in his role as Vice Chairperson of the Board, and with other duties, as specified in Exhibit A which is attached hereto and incorporated by reference (JOB DESCRIPTION). The CITY shall pay the Assistant's salary and any allowances, provide any benefits due to the Assistant or their dependents, make any payments to third parties in relation to the Assistant and make any deductions that it is required to make from the Assistant's salary and other payments.
2. **Reimbursement.** VTA hereby agrees to reimburse CITY for 100% of the actual costs of salary and benefits, exclusive of CITY overhead costs, for the actual time allocated to assisting the Mayor as Vice Chair of the Board by a Senior Transportation Specialist ("**Reimbursable Costs**"). Said reimbursement shall not exceed \$526,000 (\$263,000 annually for two years) ("**Maximum Reimbursement Amount**"). Unless otherwise approved in writing by VTA, VTA shall not be required to pay any other costs incurred by CITY in carrying out the responsibilities set forth in this Agreement.
3. **Term.** The term of this Funding Agreement shall be retroactively effective from February 2, 2025 ("Effective Date") and shall continue until December 31, 2026, unless terminated by either party with thirty (30) days prior written notice to the other party.
4. **Invoicing and Payment.**
  - a. CITY shall prepare and transmit invoices to VTA not more often than once each month or less often than quarterly for the reimbursement of expenses incurred by Assistant in carrying out the responsibilities set forth in this Agreement.
  - b. VTA shall pay invoices submitted by CITY in accordance this Agreement within thirty (30) calendar days of receipt by VTA.
  - c. VTA reserves the right to audit the expenses incurred by CITY in the performance of this Funding Agreement. CITY shall retain all records related to this Agreement for three (3) years after termination of the Agreement. During this period, CITY shall make these records available for inspection within a reasonable time after a request from VTA.5.
5. **Confidentiality.** The Parties agree that each will ensure that the Assistant will:
  - a. keep any Confidential Information relating to either Party that it obtains as a result of the employment confidential;
  - b. not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Party controlling the Confidential Information;
  - c. use its best efforts to ensure that no person gets access to the Confidential Information from it, its officers, employees or agents unless authorized to do so by the party controlling the Confidential Information; and

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- d. inform the other Party immediately on becoming aware, or suspecting, that an unauthorized person has become aware of such Confidential Information.

For purposes of this provision, Confidential Information shall mean information relating to the business, products, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, technical data and know-how relating to the business of the relevant party or any of its suppliers, clients, customers, agents, distributors, shareholders or management.

## **6. Indemnities.**

- a. Neither VTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. Both Parties agree that pursuant to Government Code 895.4, CITY shall fully defend, indemnify, and save harmless VTA from all suits or actions of every name, kind and description brought on for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. This provision shall survive the termination of this Agreement.
- b. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by VTA under or in connection with any work, authority or jurisdiction delegated to VTA under this Agreement. Both Parties agree that pursuant to Government Code 895.4, VTA shall fully defend, indemnify, and save harmless CITY from all suits or actions of every name, kind and description brought on for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by VTA under or in connection with any work, authority or jurisdiction delegated to VTA under this Agreement. This provision shall survive the termination of this Agreement.

7. **Changes to Terms of Agreement.** No amendment, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

8. **Entire Agreement.** This Agreement represents the full and complete understanding of the Parties with respect for reimbursable staff allocation to support the Mayor in his role as Vice Chairperson of the Board. Any prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives with respect to the subject matter of this Agreement are revoked and extinguished hereby.

9. **Notices.** Each Party shall give any notice which may be required under this Agreement in writing. Such notice shall be effective when received, and shall be given by personal service, by the U.S. Postal Service or by certified mail, to the addresses set forth below, or to such addresses which may be specified in writing by the Parties hereto.

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**To VTA**

Santa Clara Valley Transportation Authority  
3331 North 1st Street  
Building B2  
San José, CA 95134

**To CITY**

John Ristow,  
Director of Transportation  
City of San Jose  
200 East Santa Clara Street  
Tower 8th  
Floor San Jose, CA 95113

10. **Signature Authority.** Each Party to this Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Funding Agreement on its behalf.
11. **Strict Performance.** The failure of either Party to insist upon the strict performance of any of the terms, covenants and conditions of this Agreement shall not be deemed a waiver of any right or remedy that either Party may have and shall not be deemed a waiver of their right to require strict performance of all of the terms, covenants, and conditions thereafter.
12. **Dispute Resolution.** If a question arises regarding interpretation of this Agreement or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation shall give written notice thereof to the other Party. The Parties shall promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.
13. **Choice of Law; Venue.** This Agreement shall be construed, and its performance enforced under California law. In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively vested in the State courts of the County of Santa Clara or, if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, in San José, California.
14. **Interpretation of this Funding Agreement.** The Parties hereto acknowledge and agree that, although this Agreement was originally drafted by CITY's legal counsel, VTA and its legal counsel have reviewed and negotiated the terms of this Funding Agreement with the CITY. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting party shall not be employed in connection with this Agreement, which shall be interpreted in accordance with its fair meaning.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

***Signatures of Parties on following page.***


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**WITNESS THE EXECUTION HEREOF** the day and year first hereinabove set forth.

“CITY”

City of San José  
a municipal corporation

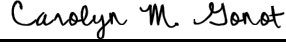
DocuSigned by:

By:   
Sarah Zarate 6548B8A753264CE...  
Director, Office of the City Manager

“VTA”

Santa Clara Valley Transportation Authority  
a public agency

DocuSigned by:

By:   
Carolyn M. Gonot 12261F28DC0541F...  
General Manager

APPROVED AS TO FORM:

Signed by:

By:   
Matthew Tolnay 799DBCFC5BE1A435...  
Senior Deputy City Attorney

APPROVED AS TO FORM:

DocuSigned by:

By:   
Ed Moran 238B5C7779B2437...  
Deputy General Counsel

## EXHIBIT A

**Job Title:** Local and Regional Transportation Policy Advisor

**Location:** San Jose, CA

**Reports To:** Vice Chair, Board of Directors – Santa Clara Valley Transportation Authority

### Position Overview

The Office of the Vice Chair of the Santa Clara Valley Transportation Authority (VTA) Board of Directors is seeking a highly motivated and strategic **Local and Regional Transportation Policy Advisor**. This is a key advisory position responsible for advancing the Vice Chair's transportation policy priorities, collaborating with local and regional stakeholders, and supporting the Vice Chair's work on the VTA Board, Committees, including the BSVII Oversight Committee, and additional legislative bodies. This role demands a passion for public service, transit systems, innovation, and regional planning, along with the agility to navigate complex political and community dynamics.

### Key Responsibilities

- **Policy Development & Strategy**
  - Lead research, analysis, and development of transportation policy proposals in alignment with the Vice Chair's objectives.
  - Provide timely policy recommendations, briefings, and strategic advice related to local and regional transportation planning, capital projects, transit equity, and mobility innovation.
  - Draft talking points, policy memos, and briefing materials for the Vice Chair or to prepare the Vice Chair for Board, Committee, and other legislative bodies.
- **Legislative & Intergovernmental Affairs**
  - Monitor and assess transportation-related legislative and regulatory developments at the local, regional, and state levels.
  - Support the Vice Chair's participation in interagency bodies, including MTC, and collaboration with partner agencies, including Caltrain and BART.
- **Stakeholder Engagement**
  - Build and maintain strong working relationships with transportation agencies, elected officials and their staff, community-based organizations, business leaders, and advocacy groups.
  - Represent the Vice Chair's office at stakeholder and community meetings, advisory boards, and public forums.
  - Draft and work collaboratively with communications teams to prepare the Vice Chair for public events, transportation summits, and community outreach initiatives related to mobility and infrastructure.
- **Constituent Services & Issue Resolution**
  - Respond to constituent inquiries and concerns about VTA projects and regional transportation challenges.
  - Coordinate with agency staff to resolve service issues and provide timely follow-up.
- **Project & Meeting Support**

- Prepare materials and coordinate logistics for Board and Committee meetings, workshops.
- Track follow-ups and deliverables to ensure progress on key initiatives.