

**FUNDING AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR 2010 MEASURE B VEHICLE REGISTRATION FEE COUNTYWIDE PROGRAM**

This Agreement (“**Funding Agreement**”) between the City of Sunnyvale, a California municipal corporation, (“**GRANTEE**”), and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public agency, (“**VTA**”) is made as of the date of final execution by each party hereto.

RECITALS

- A. **Whereas**, in November of 2010, the voters of Santa Clara County authorized a TEN DOLLAR (\$10) increase in the Vehicle Registration Fee (“**VRF**”), referred to hereinafter as the “**PROGRAM**,” for transportation-related projects and adopted an expenditure plan which allocates the revenue to transportation-related programs and projects that have a relationship or benefit to the persons who pay the fee; and
- B. **Whereas**, the VTA Board of Directors has adopted administrative procedures for the PROGRAM; and
- C. **Whereas**, these administrative procedures state that VTA will execute program funding agreements with project grantees; and
- D. **Whereas**, the PROGRAM includes a “Countywide Program” that includes Intelligent Transportation System (ITS) technologies as an eligible project category; and
- E. **Whereas**, on August 4, 2016, the VTA Board approved VRF ITS funds for the Multi-jurisdictional Transportation Technology project (“**PROJECT**”); and
- F. **Whereas**, each party hereto (“**Party**”) desires to specify the terms and conditions under which VRF-ITS project grants are conducted and financed.

NOW, THEREFORE, in consideration of the mutual promises contained herein, each Party (collectively referred to as the “**Parties**”) agrees as follows:

AGREEMENT

- 1. Grant of VRF Funds.** VTA hereby agrees to allocate to GRANTEE, a grant (“**Grant**”) in an amount not to exceed ONE HUNDRED FIFTY-EIGHT THOUSAND DOLLARS \$158,000 (“**Maximum Grant Amount**”). Said grant is provided to GRANTEE in return for GRANTEE’s agreement to implement the **PROJECT**. Grant Funds may only be used in the PROJECT area as shown on Exhibit A attached hereto and incorporated by reference herein. The use of PROJECT funds is for procurement and implementation of software upgrades for the City’s traffic signals and traffic management center to support multi-modal operations on the Tasman Drive (between I-880 and McCarthy Boulevard) corridor, including the City’s staff support that should not exceed 10% from Maximum Grant Amount. GRANTEE’s roles

and responsibilities for the implementation of this project are limited to procurement and implementation of the traffic signal firmware upgrades to the central traffic management system and adjusting the traffic signal's timing. Approved estimated PROJECT elements and costs are shown under section "Traffic Management Center Upgrades" in Table 1 of Exhibit A attached hereto and incorporated by reference.

- 2. Term.** The term of this Funding Agreement shall commence on the Effective Date (as defined in the signature block below) and shall continue until the earlier of: (i) the date that the Project is completed or terminated; or (ii) the close of business on June 30, 2023.

Any requests for additional time to complete Project beyond June 30, 2023, must be submitted in writing to VTA no later than April 1, 2023, and document that significant progress has been made on the project. VTA may approve or deny such requests at its sole discretion. Documentation by VTA approving any extensions for the Project shall be sufficient approval to extend the term of this Agreement.

3. Invoicing and Payment.

- a. GRANTEE shall submit invoices at quarterly intervals to VTA for reimbursement of eligible costs incurred to implement the PROJECT. GRANTEE shall include auditable backup documentation (timesheets, bills, etc.) with each invoice.
- b. VTA shall reimburse GRANTEE's PROJECT eligible costs up to the Maximum Grant Amount. VTA will allocate to GRANTEE the VRF funds only on a cost-reimbursement basis and only for documented eligible costs of the PROJECT.
- c. VTA shall, within twenty (20) days after receipt of an invoice that conforms to the requirements set forth in this Funding Agreement, reimburses GRANTEE for all eligible expenditures up to the Maximum Grant Amount.
- d. GRANTEE shall submit bi-annual reports of GRANTEE'S expenditures of PROGRAM funds and associated interest, in a form to be provided by VTA to GRANTEE. Each report will provide PROJECT status to date and a status update for uncompleted tasks. Reports are due from RECIPIENT to VTA no later than April 15 and October 15 of each year as a condition of receiving funds. GRANTEE should include photographs to document work performed as appropriate.

- 4. Naming of Project Liaison.** Prior to the execution of this Funding Agreement, GRANTEE shall notify VTA of the name of the GRANTEE's PROJECT liaison (the "**Liaison**") and the Liaison's address, telephone number, and email address. The Liaison shall be the liaison to VTA pertaining to the implementation of this Funding Agreement and shall be the contact for information about the PROJECT. Where possible, GRANTEE shall notify VTA in writing of any change of Liaison or of the Liaison's contact information no later than thirty (30) days prior to the date of any change.

- 5. Maintenance of Records.** GRANTEE shall maintain PROJECT financial records, books, documents, papers, accounting records, and other evidence pertaining to costs for five (5) years after the PROJECT's completion. GRANTEE shall make such records available to

VTA upon request for review and audit purposes. Financial audits will be performed at VTA's discretion. GRANTEE will be contacted in writing in advance of any audit or other PROJECT review.

6. Credit of Funding Contribution. GRANTEE shall credit VTA's funding contribution on all signage, electronic or printed materials related to the Project that are distributed to the public. VTA shall provide a copy of VTA logos to GRANTEE for use in complying with said obligation.

7. 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 GRANTEE under or in connection with any work, authority, or jurisdiction delegated to VTA or GRANTEE under this Funding Agreement. Both Parties agree that pursuant to Government Code 895.4, GRANTEE 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 GRANTEE under or in connection with any work, authority or jurisdiction delegated to GRANTEE under this Funding Agreement. This provision shall survive the termination of this Funding Agreement.
- b. Neither GRANTEE 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 GRANTEE or VTA under this Funding Agreement. Both Parties agree that pursuant to Government Code 895.4, VTA shall fully defend, indemnify, and save harmless GRANTEE 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 Funding Agreement. This provision shall survive the termination of this Funding Agreement.

8. Changes to Terms of Agreement. No amendment, alteration, or variation of the terms of this Funding 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.

9. Entire Agreement. This Funding Agreement represents the full and complete understanding of the Parties with respect to the PROJECT. 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 Funding Agreement are revoked and extinguished hereby.

10. Assignment. GRANTEE shall not assign this Funding Agreement without the prior written authorization of the VTA. Any assignment made in the absence of such authorization shall be deemed void *ab initio* and without legal effect.

11. Binding on Successors and Assigns. This Funding Agreement shall be binding upon each Party and any of its successors and/or assigns.

12. Notices. Each Party shall give any notice which may be required under this Funding 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.

To VTA

Deborah Dagang
Director of Planning & Program Development
Santa Clara Valley Transportation Authority
3331 North 1st Street
Building B2
San José, CA 95134

To GRANTEE:

Kent Steffens
City Manager
City of Sunnyvale
456 West Olive Avenue
Sunnyvale, CA 94088

13. Signature Authority. Each Party to this Funding 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.

14. Strict Performance. The failure of either Party to insist upon the strict performance of any of the terms, covenants, and conditions of this Funding 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.

15. Dispute Resolution. If a question arises regarding the interpretation of this Funding 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 is avoided as a method of dispute resolution.

16. Choice of Law; Venue. This Funding Agreement shall be construed, and its performance enforced under California law. In the event that suit shall be brought by either Party to this Funding 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.

17. Interpretation of this Funding Agreement. The Parties hereto acknowledge and agree that, although this Funding Agreement was originally drafted by VTA's legal counsel, GRANTEE and its legal counsel have reviewed and negotiated the terms of this Funding Agreement with the VTA. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting party shall not be employed in connection with this Funding Agreement, which shall be interpreted in accordance with its fair meaning.

18. Counterparts. This Funding 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 the following page.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown below:

CITY OF SUNNYVALE
(GRANTEE)

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY (VTA)

DocuSigned by:

Kent Steffens, City Manager


DocuSigned by:

Carolyn M. Gonot, General Manager/CEO


Date: 02/11/2022

Date: 02/14/2022

Approved as to Form:

Approved as to Form:

DocuSigned by:

Rebecca Moon, Senior Assistant City Attorney

DocuSigned by:

Judith Propp, VTA Counsel

For review and initial:

For review and initial:

DS

Chip Taylor, Director of Public Works


DS

Deborah Dagang, Chief Planning & Programming Officer

EXHIBIT A
VTA Recommendation for Project Approval Memo



MEMORANDUM

Writer's Direct Telephone: (408) 321-5892

TO: Cities of Milpitas, San Jose, Santa Clara, Sunnyvale, and County of Santa Clara (VRF-ITS Stakeholders)

FROM: David Kobayashi, Senior Transportation Engineer

DATE: April 5, 2021

SUBJECT: Proposed Project for Third Cycle of VRF-ITS Funding

The proposal for the 3rd cycle of VRF-ITS funding for the VRF-ITS Stakeholders' consideration is to deploy and implement a multi-jurisdictional transportation technology project on a multi-modal corridor of regional significance. This document provides details about the proposed project.

Where?

The proposed project location is along the Great Mall Parkway-Tasman Drive, Fair Oaks Avenue, and Java Drive corridors as depicted in Figure 1 by the orange line between I-880 in Milpitas and Mathilda Avenue in Sunnyvale (limits are depicted by the red bars).

Figure 1 – Project Area Map and Limits



The proposed project also includes a spur along the North First Street corridor including three intersections at N. First Street/Orchard Parkway, N. First Street/Montague Expressway, and N. First Street/River Oaks Parkway. The N. First Street spur is a congested corridor with the Montague Expressway/N. First Street intersection being a linchpin that affects the Expressway, N. First Street (the cross street, and light rail operations on the cross street. VTA, City of San Jose, and the County of Santa Clara have worked over numerous years at this location to balance operations for all modes and the current project will help address these challenges.

Why?

The proposed corridor between I-880 and Mathilda Avenue and N. First Street is a multimodal corridor of regional significance for a multitude of reasons as described below.

Major Commuter Routes

The corridor is both an AM and PM commute routes of regional significance for the following reasons:

- Connects multiple local agencies including four cities (Milpitas, San Jose, Santa Clara, and Sunnyvale) and the County of Santa Clara
- Serves residents within the county providing access to large residential areas on the eastern end (cities of Milpitas and San Jose) and to access large employment centers of the corridor along N. First Street, Great America Parkway, and Moffett Park on the western end (cities of San Jose, Santa Clara, and Sunnyvale)
- Serves commuters external to Santa Clara County from Alameda County and beyond who use I-880 and I-680 via Tasman Road and Montague Expressway to access this corridor
- Serves major event centers including the Levi's Stadium and Santa Clara Convention Center

The congestion on the corridor is highly directional depending on the peak periods. The westbound and northbound directions are the primary commute directions during the AM peak periods while the eastbound and southbound directions are the primary commute directions during the PM peak periods.

Major Transit Route

VTA operates light rail on this corridor with frequent service (headway between trains being less than 15 minutes). The transit (light rail) corridor also includes the two light rail stations with well over 800 weekday passengers, which are the Great Mall Station on the far eastern end and Mountain View on the far western end. The ridership on this segment of the light rail corridor is expected to grow with the connection to the Milpitas BART station.

Major Bicycle Route

The VTA Bikeways Map includes this corridor and designates it as a bike route of regional significance. Approximately two-thirds of the project corridor have bicycle lanes on the roadway and the remaining one-third on the western end of the project has mainly shared roadway facilities. Based on field observations and the Strava Heat Map (a website of aggregated Strava (a physical activity tracking app) users' data over the past two years) shows moderate to high use activity on the segment with bike lanes and heaviest usage on the segment with mostly shared roadway facilities. Like the vehicular traffic, bike commuters are traveling between residences on the eastern end within the City of Milpitas and the large employment centers along N. First Street, Great America Parkway, and Moffett Park at the western end of the corridor.

How?

The purpose of the project is to deploy and implement a multi-jurisdictional transportation technology project on a multi-modal corridor of regional significance that improves traffic operations for all modes (regular vehicles, transit vehicles, bicycles, and pedestrians). The identification of the

technological approaches to meet the purpose is based on available information on existing traffic signal equipment in the corridor, and recent discussions with City staff on the needs. The key components of the project are as follows:

- Updating traffic signal controller software to meet or exceed to VTA's Enhanced Traffic Signal Controller guidance document to ensure interoperability among the traffic signal controller operators along the corridor, promote seamless operations across jurisdictional lines, and provide for multi-modal functions to accommodate transit, bicycles, and pedestrians.
- Enhancing the local agency's traffic management center (TMC) software to provide enhanced performance monitoring capabilities and functions to support the movement of all modes.
- Updating traffic signal timing plans to improve the flow of vehicular traffic and transit on the corridor.
- Accelerating the deployment of a more reliable detection technology with greater flexibility in the placement of the detection zone to trigger service calls for transit signal priority (TSP). The reliability of this detection has been a source of delay to both commuters and transit. The project will also include TSP interconnection equipment between two different local agencies operating different traffic signal systems and upgrading aging TSP interconnection equipment which is no longer manufactured.

The proposal and cost are summarized in Table 1 and shows the quantities of each above-described element. The all-inclusive cost (e.g., materials, construction, agency labor, and contingency) is \$1.5 million.

When?

If the VRF-ITS Stakeholders have no objections to this proposal, the next steps may require VTA staff to take the proposal through the Board of Directors, VTA staff estimates that the duration of the project would be approximately 18 to 24 months. The estimated duration assumes to execute the needed funding agreements within six months or less.

Table 1 - Proposed VRF Project Elements & Costs

Project Element	No. of Units	Cost per Unit	Cost
<i>Software (Firmware) Controller Upgrades</i>			
COUNTY OF SANTA CLARA	1	\$5,000	\$5,000
MILPITAS	4	\$5,000	\$20,000
SAN JOSE	0	\$5,000	\$-
SANTA CLARA	7	\$5,000	\$35,000
SUNNYVALE	10	\$5,000	\$50,000
<i>Firmware Upgrades -Subtotal:</i>	<i>12</i>	<i>N.A.</i>	<i>\$110,000</i>
<i>Traffic Management Center Upgrades</i>			
COUNTY OF SANTA CLARA	1	\$50,000	\$50,000
MILPITAS	1	\$50,000	\$50,000
SAN JOSE	1	\$50,000	\$50,000
SANTA CLARA	1	\$50,000	\$50,000
SUNNYVALE	1	\$50,000	\$50,000
<i>Traffic Management Center Upgrades -Subtotal:</i>	<i>4</i>	<i>N.A.</i>	<i>\$250,000</i>
<i>Accelerate TSP Detection Upgrades Equipment Install</i>			
COUNTY OF SANTA CLARA	2	\$15,000.00	\$30,000
MILPITAS	4	\$15,000.00	\$60,000
SAN JOSE	11	\$15,000.00	\$165,000
SANTA CLARA	7	\$15,000.00	\$105,000
<i>Accelerate TSP Detection Upgrades Equipment Install -Subtotal:</i>	<i>24</i>	<i>N.A.</i>	<i>\$360,000</i>
<i>TSP Controller Parameter & Timing Updates</i>			
COUNTY OF SANTA CLARA	1	\$9,000.00	\$9,000
MILPITAS	4	\$9,000.00	\$36,000
SAN JOSE	9	\$9,000.00	\$81,000
SANTA CLARA	7	\$9,000.00	\$63,000
SUNNYVALE	10	\$9,000.00	\$90,000
<i>TSP Controller Parameter & Timing Updates -Subtotal:</i>	<i>21</i>	<i>N.A.</i>	<i>\$279,000</i>
Subtotal:			<i>\$999,000</i>
Agency Project Admin (10% of Subtotal):			<i>\$99,900</i>
VTa Project Admin (10% Subtotal):			<i>\$99,900</i>
20% Contingency:			<i>\$301,200</i>
Total Cost:			<i><u>\$1,500,000</u></i>