

**FUNDING AGREEMENT
BETWEEN THE CITY OF MILPITAS AND
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR PROJECT READINESS ACTIVITIES**

THIS AGREEMENT is between the CITY OF MILPITAS, a "Member Agency," referred to herein as "RECIPIENT," and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, referred to herein as "VTA". Hereinafter, RECIPIENT and VTA may be individually referred to as "Party" or collectively referred to as "Parties."

I. RECITALS

1. **Whereas**, on March 4, 2010, the VTA Board of Directors adopted the Project Readiness Initiative Program, referred to hereinafter as PROGRAM, and approved the use of up to \$1,000,000 in Local Program Reserve funding for the PROGRAM.
2. **Whereas**, on March 4, 2010 the VTA Board of Directors authorized the General Manager to execute funding agreements with Member Agencies, as necessary to implement the PROGRAM.
3. **Whereas**, through June 30, 2011, each Member Agency is guaranteed at least one \$25,000 grant. If additional funds are available, they will be awarded on a first-come-first-serve basis in increments of \$25,000 or less, following expenditure of the initial grant amount.
4. **Whereas**, the grants may be used to develop project concepts and applications for any surface transportation grant program administered through the Federal Department of Transportation and/or its surface transportation modal agencies, the California Department of Transportation, the Metropolitan Transportation Commission (MTC), the Bay Area Air Quality Management District (BAAQMD) and VTA.
5. **Whereas**, Member Agencies may use the funds to pay for in-house project concept and application development on a time and materials plus overhead basis, contract for consultant services to develop project concepts and applications, or contract with VTA for consultant services to develop project concepts and applications.
6. **Whereas**, VTA and RECIPIENT, a Member Agency, desire to specify herein the terms and conditions under which the PROGRAM grant is to be conducted and financed.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

II. RECIPIENT'S OBLIGATIONS

RECIPIENT agrees:

1. To develop a project concept(s) (PROJECT) and submit a grant application(s) to VTA, MTC, Caltrans or Federal Department of Transportation under existing administered programs, within calendar 2010 or calendar 2011.
2. To specify to which grant program(s) for which it is considering on applying by informing VTA in writing.
3. Not to use PROGRAM grant funds as local match funds for projects that require a local match.
4. To submit quarterly invoices to VTA with details of all costs incurred during the invoice period until the \$25,000 are expended or the grant application(s) are submitted, whichever occurs first.
5. To credit VTA's funding contribution on all signage or printed materials distributed to the public that are related to PROGRAM grant.
6. To retain all books, documents, papers, accounting records and other evidence pertaining to costs, until three years after completion and acceptance of PROGRAM grant.
7. To complete PROGRAM grant and expend all funds within two years of the signing of this agreement, unless extended by written agreement executed by both Parties.

III. VTA'S OBLIGATIONS

VTA agrees:

1. To pay RECIPIENT within 30 days after receipt of the invoices as described in section II, paragraph 4 above.
2. To contribute a maximum of \$25,000.

IV. GENERAL TERMS AND CONDITIONS

Both Parties agree:

1. 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 RECIPIENT under or in connection with any work, authority or jurisdiction delegated to VTA or RECIPIENT under this Funding Agreement. It is understood and agreed that pursuant to Government Code 895.4, RECIPIENT 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 RECIPIENT under or in connection with any work, authority or jurisdiction delegated to RECIPIENT under this Funding Agreement.
2. Neither RECIPIENT 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 RECIPIENT or VTA under this Funding Agreement. It is understood and agreed that pursuant to Government Code 895.4, VTA shall fully defend, indemnify, and save harmless RECIPIENT 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.

3. No 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.
4. Costs incurred for the PROGRAM grant after March 4, 2010 are eligible for reimbursement.
5. Funds expire after December 31, 2011 unless extended.
6. This Funding Agreement contains the entire understanding between VTA and RECIPIENT for the PROGRAM grant. It supersedes any and all other agreements, which may have existed between the parties. This Funding Agreement shall not be modified except by written agreement signed by each party. This Funding Agreement shall be binding upon each party, their legal representatives, and successors.
7. All correspondence relating to the PROGRAM grant, including all notices required under this Agreement, may be delivered by first class mail addressed to the appropriate party at the following addresses:

William Hough
Transportation Planner III, Programming and Grants
Santa Clara Valley Transportation Authority
3331 North First Street
San Jose, CA 95134

Greg Armendariz
Public Works Director/City Engineer
City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035

**THE CITY OF MILPITAS
(RECIPIENT)**

**SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY (VTA)**

Thomas C. Williams, City Manager

Date

Michael T. Burns

Michael T. Burns, General Manager

05/03/10

Date

Approved as to Form and Legality:

Approved as to Form:

Michael J. Ogaz, City Attorney

Date

Evelyn J. ...

Counsel

4/30/10

Date