SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
CITY OF SUNNYVALE

FUNDING AGREEMENT

This Funding Agreement is between the Santa Clara Valley Transportation Authority, (VTA) and the City of Sunnyvale (CITY).

RECITALS

1. On November 2, 2002, the VTA Board of Directors adopted the Community Design and Transportation (CDT) Program, to provide information, tools, and planning, technical, and design assistance to member agencies.

2. On June 3, 2004, the VTA Board of Directors adopted policies and criteria for the CDT Grants Program to assist member agencies with implementing the concepts, principles, practices, and actions outlined in VTA's CDT Manual of Best Practices for Integrating Transportation and Land Use.

3. On July 18, 2004, VTA issued a call for CDT Grant project proposals. CITY wishes to do the conceptual engineering and environmental study associated with planning a pedestrian and bicycle underpass from Hendy Avenue to the Sunnyvale Caltrain Station. The work will include an outreach process and provide guidance for various design elements. ("Caltrain Station North Side Pedestrian Access Improvements (PROJECT)")

4. On January 6, 2005, the VTA Board of Directors approved the programming of $75,000 to fund the PROJECT.

5. VTA and the CITY desire to specify herein the terms and conditions under which the PROJECT is to be conducted and financed.

SECTION I

The CITY Agrees:

1. To produce the Caltrain Station North Side Pedestrian Access Improvements, utilizing principles of the VTA Manual of Best Practices for Integrating Transportation and Land Use.
2. To use guidelines and best practices set forth by the Community Design and Transportation (CDT) Manual and the Pedestrian Technical Guidelines.
3. To include VTA during the planning process for the PROJECT by providing VTA status reports of the project's development at 30%, 60%, and 90% of completion of PROJECT.
4. To submit invoices to the VTA, detailing all costs incurred during the duration of the project using the form shown in Attachment A.

5. To contribute a total of $25,000 towards the PROJECT, which is considered the local match for the CDT Grant of $75,000.
6. To retain all books, documents, papers, accounting records and other evidence pertaining to costs, until three years after completion and acceptance of PROJECT.
7. To complete the PROJECT and expend all funds within two years of the signing of this agreement.

SECTION II

VTA Agrees:

1. To reimburse the CITY within 45 days after receipt of the CITY's invoices.
2. To contribute a maximum of $75,000.

SECTION III
General Provisions

It is mutually agreed:

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 the CITY under or in connection with any work, authority or jurisdiction delegated to VTA or the CITY under this Funding Agreement. It is understood and agreed that pursuant to Government Code 895.4, the 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 the CITY under or in connection with any work, authority or jurisdiction delegated to VTA under this Funding Agreement.

2. Neither the 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 the CITY 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 the 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 Funding Agreement.

3. No alternation 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. This Funding Agreement is effective June ___, 2005, and shall terminate on October 1, 2008, unless all parties agree, in writing, to an extension.

5. Any costs incurred for the PROJECT before or after the CDT Grant amount is expended are not eligible for reimbursement, and are not considered as part of the 25% matching funds.

6. This Funding Agreement contains the entire understanding between the VTA and the CITY for the PROJECT. It supercedes 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 PROJECT, including all notices required under this Agreement may be delivered by first class mail addressed to the appropriate party at the following addresses.

Chris Augenstein
Transportation Planning Manager, Development & Congestion Management Division
Santa Clara Valley Transportation Authority
3331 North First Street
San Jose, CA 95134

_____
City Manager
City of Sunnyvale
456 West Olive Avenue
Sunnyvale, CA 94088

THE CITY OF SUNNYVALE (CITY)	**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)**
_____, City Manager	Peter M. Cipolla, General Manager
Approved as to Form and Legality:	Approved as to Form:
Counsel	Counsel