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July 24, 2018

Leland Wilcox
Chief of Staff, City Manager's Office
City of San Jose
200 East Santa Clara St.
San Jose, CA 95113

RE: Funding Agreement for Innovative Deployments to Enhance Arterials (IDEA)
Category 1 Project – Local Match Contribution

Dear Mr. Wilcox:

This letter, effective as of June 24, 2018 ("Effective Date"), is the agreement between the City of San Jose ("SAN JOSE") and the Metropolitan Transportation Commission ("MTC") to cover SAN JOSE's local match contribution for the deployment of the Innovative Deployments to Enhance Arterials (IDEA) Category 1 project ("the PROJECT").

It is agreed that MTC and SAN JOSE shall lead the procurement of all necessary equipment, systems, and/or services required to successfully deploy all elements of the PROJECT, as described in Attachment A, Scope of Work, attached hereto and incorporated by this reference and in SAN JOSE's project application dated September 29, 2017, also incorporated herein by this reference.

MTC shall invoice SAN JOSE in the amount not to exceed twenty five thousand, ninety six dollars (\$25,096), of which \$10,096 shall be billable upon the start of the project as set forth in Attachment B, Project Budget, to meet its local match requirement for MTC-led work (i.e., systems engineering) under the IDEA Program and an amount to be determined, not to exceed \$15,000, shall be billable prior to the start of the evaluation study for the project. SAN JOSE shall pay MTC fully upon receipt of an invoice in the amount stated above within thirty (30) days of receipt. MTC's invoice shall be mailed to:

Ho Nguyen
Sr. Transportation Specialist
City of San Jose
200 East Santa Clara St.
San Jose, CA 95113

All notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other Party in writing and shall be deemed given when made in writing, and hand-delivered, mailed, or emailed, to such party at their respective addresses as follows:

If to SAN JOSE: Attention: Ho Nguyen
Sr. Transportation Specialist
City of San Jose
200 East Santa Clara St.
San Jose, CA 95113
Email: ho.nguyen@sanjoseca.gov

If to MTC: Attention: Linda Lee
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105
Email: llee@bayareametro.gov

MTC's Project Manager shall be Linda Lee. SAN JOSE's Project Manager shall be Ho Nguyen. The Project Managers will be responsible for all day-to-day communications between the Parties at any time. Either Party may designate another individual to serve as Project Manager, and shall give the other Party due notice.

SAN JOSE agrees to retain all documents, working papers, records, accounts and other materials relating to its performance under this Agreement for four years following the fiscal year of the last expenditure under this Agreement, and MTC may inspect and audit such records during that period of time.

Performance will begin on or after the effective date of the agreement and be completed three years thereafter,, unless this Agreement is terminated or extended by either SAN JOSE or MTC as provided below. SAN JOSE and MTC may by mutual written agreement extend the term of or make other changes to this Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral communication. Any amendment of the Agreement must be in writing, specifically identified as an amendment to the Agreement, and signed by both the Chief of Staff of SAN JOSE and the Executive Director of MTC, or their designated representatives.

If you agree, please sign and date both copies of this letter in the space provided below and return to us. The other copy is for your files.

Very truly yours,

DocuSigned by:
Steve Heminger
021DA2847D43405...
Steve Heminger
Executive Director

[Signature for SAN JOSE is on the following page]

Accepted and Agreed to this _____ day
of _____, 2018.

APPROVED AS TO FORM

By: _____

Leland Wilcox, Chief of Staff
Office of the City Manager

JON CALEGARI
Deputy City Attorney

SH: ll

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ATTACHMENT A **SCOPE OF WORK**

SAN JOSE received a grant under MTC's Innovative Deployments to Enhance Arterials (IDEA) Program – an initiative that is designed to support cities, counties and transit agencies in the implementation of either mature, commercially-available technologies (Category 1) or new, higher-risk connected and automated vehicle technologies (Category 2). The IDEA Program aims to:

1. Improve travel time and travel time reliability along arterials for autos and transit vehicles;
2. Improve safety of motorists, transit riders, bicyclists, and pedestrians;
3. Decreasing motor vehicle emissions and fuel consumption; and
4. Improve knowledge of and proficiency in the use of advanced technologies for arterial operations.

Specifically, SAN JOSE received a grant for a Category 1 project (Figure 1) to deploy Automated Traffic Signal Performance Measures (ATSPM) along various corridors throughout the City to improve arterial operations.

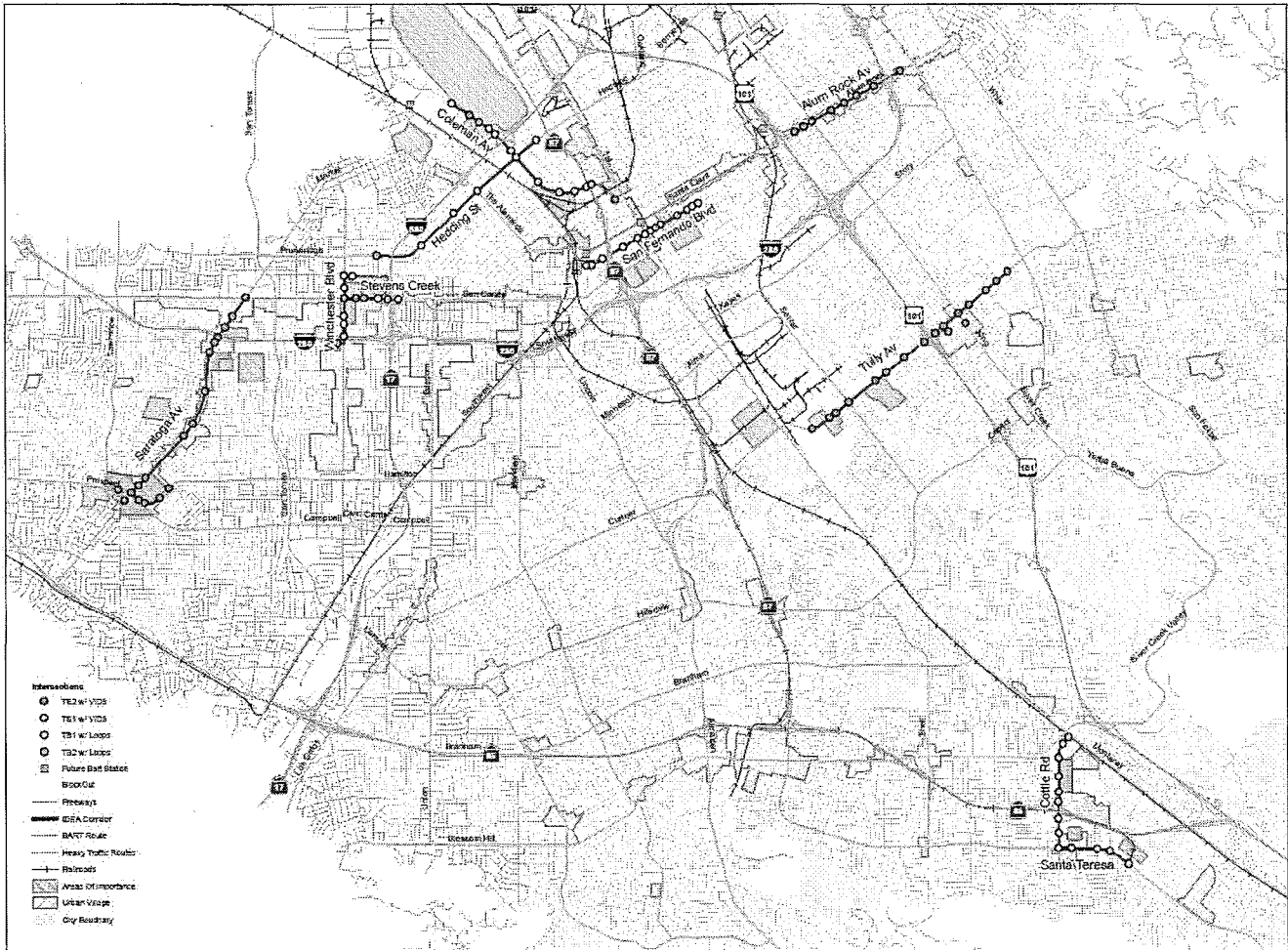
Where appropriate and applicable, SAN JOSE shall lead the procurement to engage vendor(s), contractor(s), and/or consultant(s) to perform the work necessary to successfully complete the project. Such procurements could include, but are not be limited to, the following:

- Capital (e.g., systems, software/hardware/firmware, equipment, etc.)
- Design services
- System integration services
- Project construction services
- Construction management/support services

Some of the procurements for technical assistance services could be led and managed by MTC. During the course of the project, MTC Project Manager and SAN JOSE Project Manager shall work collectively to determine which agency will lead which procurement, based on what would be the most efficient and expeditious approach to meeting the project delivery schedule.

SAN JOSE shall participate in regularly-scheduled calls to ensure project delivery goals are met. SAN JOSE shall provide an appropriate level of staff support and administration required for the successful completion of the project. SAN JOSE shall agree to share data collected as part of the project, if requested by MTC. MTC and SAN JOSE shall mutually agree upon what specific data can be shared.

Figure 1 Project Area



ATTACHMENT B
PROJECT BUDGET

The following table provides the total estimated project budget, broken down by MTC's share and SAN JOSE's share (cash and in-kind match) of the total project cost. Under a separate funding agreement, MTC shall reimburse SAN JOSE the agreed-upon not-to-exceed amount of \$1,342,688 to cover services led by SAN JOSE to deliver the PROJECT. SAN JOSE shall also commit \$268,537 in cash match for any services it leads to deliver the PROJECT.

	MTC-led Work	SAN JOSE -led Work	Total Project Cost
MTC Share	\$57,210	\$1,342,688	\$1,399,898
SAN JOSE Share (cash match)	\$25,096	\$268,537	\$293,633
SUBTOTAL	\$82,306	\$1,611,225	\$1,693,531
SAN JOSE Share (in-kind match)	n/a	\$179,025	\$179,025
TOTAL	\$82,306	\$1,790,250	\$1,872,556