

**FUNDING AGREEMENT NO. XX**  
**BETWEEN**  
**THE CONTRA COSTA TRANSPORTATION AUTHORITY**  
**AND**  
**AGENCY NAME HERE**  
**FOR COST SHARING COMMITMENTS TO DESIGN AND CONSTRUCT THE**  
**COUNTYWIDE SMART SIGNALS PROJECT**

This Agreement is made and entered into on \_\_\_\_\_, 2023 by the **AGENCY NAME** hereinafter referred to as ("**CITY/TOWN/ OR COUNTY**") and the **CONTRA COSTA TRANSPORTATION AUTHORITY** hereinafter referred to as ("**AUTHORITY**"). **CITY/TOWN/ OR COUNTY** and **AUTHORITY** are collectively referred to herein as the "Parties" and each individually as a "Party."

**RECITALS**

1. **AUTHORITY** is the project sponsor and designated lead agency for implementing the Countywide Smart Signals Project within Contra Costa County, hereinafter referred to as "**PROJECT**", which is a program to install signal system and intelligent transportation system (ITS) equipment upgrades to key identified intersections within Contra Costa County cities with the objective to coordinate and synchronize the timing of the signals.
2. **AUTHORITY** is the recipient of the Metropolitan Transportation Commission's (MTC's) One Bay Area Cycle 3 (OBAG 3) funds for design, construction, and deployment of the **PROJECT**.
3. **CITY/TOWN/ OR COUNTY** and **AUTHORITY** have identified 18 intersections to recommend for signal system and intelligent transportation system (ITS) equipment upgrades for inclusion in the **PROJECT** estimated at **\$XXXX** (See Exhibit A)
4. **CITY/TOWN/ OR COUNTY** agrees to provide **AUTHORITY** with the minimum 11.47% local matching funds to the OBAG 3 funds in the amount of **\$XXXX** in Fiscal Year 2023-24 to pay for the design and installation of upgraded equipment located within **CITY/TOWN/ OR COUNTY** right-of-way and cost of construction as part of the **PROJECT**.
5. **CITY/TOWN/ OR COUNTY** and **AUTHORITY** agree that the final matching funds requirements may be adjusted accordingly based on the final actual design and construction costs incurred and will be reconciled at the completion of the **PROJECT**.

**NOW, THEREFORE**, in consideration of the foregoing, the **AUTHORITY** and **CITY/TOWN/ OR COUNTY** do hereby agree as follows:

**SECTION I**

**CITY/TOWN/ OR COUNTY AGREES:**

1. To provide **AUTHORITY** matching funds for upgrading equipment and construction cost for the City's/Town's or County's portion of the **PROJECT** in an amount of \$XXXX, which represents 11.47% of the OBAG3 funds of \$XXXX, no later than 30 days from receiving an invoice from **AUTHORITY**.
2. To work collaboratively with **AUTHORITY** to implement the **PROJECT**.

## SECTION II

### **AUTHORITY AGREES:**

1. To lead the development process including planning, design, construction, and deployment of the **PROJECT**, as described in Exhibit A and the Operations and Maintenance Agreement to be negotiated by the **CITY/TOWN/ OR COUNTY** and **AUTHORITY** following execution of this Agreement.
2. To submit an invoice to **CITY/TOWN/ OR COUNTY** for an amount of \$XXXX prior to December 31, 2023.
3. To work collaboratively with **CITY/TOWN/ OR COUNTY** to implement the **PROJECT**.

## SECTION III

### **IT IS MUTUALLY AGREED:**

1. (a) That the cost to complete **PROJECT** is only an estimate and may require adjustments depending on the final cost. At the completion of the **PROJECT**, and if **AUTHORITY** determines that the match amount provided by **CITY/TOWN/ OR COUNTY** is exceeded, it will notify and seek approval of **CITY/TOWN/ OR COUNTY** to provide additional matching funds. Completion of the Project is defined as when **AUTHORITY** accepts and certifies that all phases of the **PROJECT** construction—including but not limited to installation, deployment, and activation of equipment—are completed.

(b) If **AUTHORITY** determines that the match amount provided by **CITY/TOWN/ OR COUNTY** exceeded the amount needed to complete the **PROJECT** then **AUTHORITY** will refund **CITY/TOWN/ OR COUNTY** the balance of the original match amount provided by **CITY/TOWN/ OR COUNTY** and indicated in paragraph 1 of Section I.

2. Term: This Agreement will remain in effect through December 31, 2028, or at the completion of the **PROJECT**, whichever occurs first, or until discharged as provided in Paragraph 3 below or as a result of paragraph 12 below.

3. Discharge: This Agreement shall be subject to discharge as follows:

- a. Either Party may terminate this Agreement at any time until construction of the

**PROJECT** begins, other than for breach. Either Party may terminate by giving written notice of termination to the other Party which shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. Once construction of the **PROJECT** begins, neither party may terminate this Agreement unless there is a breach as addressed in paragraph 3(b) below.

b. This Agreement may be canceled by a Party for breach of any obligation, covenant, or condition hereof by the other Party, upon notice to the breaching Party. With respect to any breach which is reasonably capable of being cured, the breaching Party shall have 30 days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. On cancellation, the non-breaching party retains the same rights as a Party exercising its right to terminate under the provisions of paragraph 3(a), except that the canceling Party also retains any remedy for breach of the whole contract or any unperformed balance.

c. By mutual consent of both PARTIES, this Agreement may be terminated at any time.

d. In the event of termination, **AUTHORITY** shall reimburse **CITY/TOWN/ OR COUNTY** if **AUTHORITY** deems necessary, for overpayment by **CITY/TOWN/ OR COUNTY** based on the difference between actual cost share and estimated cost share, which such difference shall be determined in **AUTHORITY**'s sole discretion. In no event shall the maximum expenditure allowed under this Agreement, as it may be adjusted by a written amendment signed by both parties, be exceeded.

4. Indemnity: It is mutually understood and agreed, relative to the reciprocal indemnification of **AUTHORITY** and **CITY/TOWN/ OR COUNTY**:

a. That neither **AUTHORITY**, nor any officer or employee thereof, shall be responsible for, and **CITY/TOWN/ OR COUNTY** shall fully indemnify and hold harmless **AUTHORITY** against, any damage or liability occurring by reason of anything done or omitted to be done by **TOWN** under or in connection with any work, authority or jurisdiction by **CITY/TOWN/ OR COUNTY** under the Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, **CITY/TOWN/ OR COUNTY** shall fully indemnify and hold the **AUTHORITY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by **CITY/TOWN/ OR COUNTY** under this Agreement or in connection with any work, authority, or jurisdiction delegated to **TOWN** under this Agreement.

b. That neither **CITY/TOWN/ OR COUNTY**, nor any officer or employee thereof, shall be responsible for, and **AUTHORITY** shall fully indemnify and hold harmless **CITY/TOWN/ OR COUNTY** against any damage or liability occurring by reason of anything done or omitted to be done by **AUTHORITY** under or in connection with any work, authority, or jurisdiction by **AUTHORITY** under the Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, **AUTHORITY** shall fully indemnify and hold the **CITY/TOWN/ OR COUNTY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by **AUTHORITY** under this

Agreement or in connection with any work, authority, or jurisdiction delegated to **AUTHORITY** under this Agreement.

5. Notices: Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

NAME  
TITLE  
STREET ADDRESS  
CITY, STATE ZIP

Timothy Haile  
Executive Director  
Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597

6. Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

7. Integration: This Agreement represents the entire Agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

8. Amendment: This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

9. Independent Agency: **AUTHORITY** renders its services under this Agreement as an independent agency. None of the **AUTHORITY**'s agents or employees shall be agents or employees of the **TOWN**.

10. Assignment: This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

11. Binding on Successors, etc.: This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the **AUTHORITY** or **CITY/TOWN/ OR COUNTY** as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

12. Severability: Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect;

provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

13. Limitation: All obligations of **AUTHORITY** under the terms of this Agreement are expressly subject to the **AUTHORITY**'s continued authorization to collect and expend the sales tax proceeds provided by **MEASURE C and MEASURE J**. If for any reason the **AUTHORITY**'s right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, the **AUTHORITY** shall promptly notify **CITY/TOWN/ OR COUNTY**, and the **PARTIES** shall consult on a course of action to determine how to accomplish the **PROJECT** or if this Agreement should be terminated. If, after sixty (60) working days of the termination or suspension of sales tax proceeds authority, a course of action is not agreed upon by the **PARTIES**, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the **AUTHORITY** to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of the **AUTHORITY** under all outstanding contracts, agreements to other obligations of the **AUTHORITY**, of funds for such purposes.

14. No Third Party Beneficiaries: This Agreement is not for the benefit of any person or entity other than the parties.

15. Dispute Resolution: The Parties shall work together in the spirit of good faith and cooperation to successfully implement this Agreement. Should a substantive disagreement arise between the Parties, the disagreement shall immediately be raised between the Parties. Prior to initiating any legal action, the Parties agree to meet in good faith to attempt to resolve any dispute, including but limited to meetings between executive management and participating in mediation. The Parties shall jointly select and engage the effort of a mediator to help resolve the dispute. The Parties shall equally share the costs of the mediator. If the issue is still unresolved, either Party may bring a legal action seeking resolution of the disagreement. However, any and all legal actions may only be brought if the preceding dispute resolution process has been satisfied.

16. Venue: This Agreement and all work performed thereunder shall be interpreted under and pursuant to the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute arising under this Agreement shall be the Superior Court of Contra Costa County.

17. Counterparts: This Agreement may be executed in any number of original counterpart signature pages, and each counterpart signature page shall be attached to and incorporated into this original Agreement.

*Signatures on the following page.*

**NAME OF AGENCY**

**CONTRA COSTA TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_

**NAME, TITLE**

By: \_\_\_\_\_

**Federal Glover, Chair**

**ATTEST:**

By: \_\_\_\_\_

**NAME, TITLE**

By: \_\_\_\_\_

**Tarienne Grover, Clerk of the Board**

**APPROVED as to form:**

By: \_\_\_\_\_

**NAME, TITLE**

By: \_\_\_\_\_

**Fennemore Wendel, Authority Counsel**

**FUNDING AGREEMENT NO. XX**  
**between**  
**The Contra Costa Transportation Authority**  
**and**  
**Agency Name**

**EXHIBIT A**

**DESCRIPTION OF THE PROJECT**

**BACKGROUND**

The Smart Signals project in Contra Costa County is a CCTA led countywide project to upgrade traffic signal system and communication systems throughout its 19 cities and unincorporated communities.

Contra Costa County is home to 19 cities/towns and the County, which includes numerous unincorporated communities. There are approximately 1400 traffic signals within the County, Caltrans-owned and various City/Town-owned. Most of these traffic signals are located either along major arterials, including State Routes, identified as Routes of Regional Significance (RSS) or other major and minor arterials in the cities/towns.

The project will develop, manage, and implement Intelligent Transportation System (ITS) initiatives such as upgrading the existing legacy systems, providing interconnectivity throughout Contra Costa County signal systems and enhance the sharing of real-time information between agencies and the public.

The existing traffic signal systems in most jurisdictions located within Contra Costa County are legacy systems and are outdated or antiquated compared to newer traffic signal systems. These signal systems currently lack the communication infrastructure such as fiber and cellular/wireless-based communication, which makes it difficult to implement traffic signal synchronization and coordination between traffic signals along an arterial. Most corridors do not currently include Signal Control and Prioritization (SCP) technologies to promote transit usage to reduce delay and travel times for transit vehicles and reduce response time for emergency vehicles.

These deficiencies result in severe traffic congestion within the cities/towns and may result in spillover onto freeways and cause a chain reaction of congestion along local arterials. The current system contributes to overall commuter travel times and delays, increases greenhouse gas emissions and fuel consumption, as well as incidents and collisions. These deficiencies were documented following extensive discussions with the cities and towns regarding traffic signal operation within the Contra Costa County.

CCTA and the project Stakeholders have initially identified these deficiencies, which are translated as the following project goals: 1) Improve safety and minimize crashes, injuries, and fatalities between motorists, bicyclists, and pedestrians; 2) Optimize mobility along major corridors and RRS; and 3) Advance to Smart City and Internet of Things (IOT) solutions.

## PROJECT ELEMENTS

The Smart Signals project will develop, manage, and implement ITS initiatives that improve the safety and efficiency of multimodal mobility, maximize highway and arterial system throughput, and improve operational efficiency, safety, and reduce environmental impact throughout the county. By upgrading the existing legacy systems and providing interconnectivity throughout Contra Costa County signal systems, the county's traffic signal systems can be prepared for future emerging technologies including connected and/or autonomous vehicles, big data, integrated corridor management (ICM), enable implementation of incident management strategies and Smart Cities initiatives. This solution can enhance the sharing of real-time information between agencies and the public using existing and next generation ITS technologies.

The upgraded traffic signal systems and signal interconnect will help smooth traffic flow and ease recurring traffic congestion by expanding mode choice options and reducing travel time on local streets and roads. Upgraded traffic signals will benefit pedestrians and transit commuters by reducing wait times at intersections, improving total travel time for all modes while making transit and pedestrian more viable transportation options. The Smart Signal systems would also improve the safety of pedestrians, bicyclists, vulnerable road users, and people with disabilities by deployment of detection systems.

To accomplish these goals, CCTA is applying a Smart Signal approach that will include the implementation of ITS equipment including upgraded traffic signal controllers and cabinets, upgraded Advanced Traffic Management System (ATMS) for each agency to provide remote command and control from a centralized Traffic Management Center (TMC) or Traffic Operations Center (TOC) location, Closed-circuit Television (CCTV) cameras, SCP for transit and emergency vehicles, and vehicle detection systems deployed on predefined designated arterials and state routes. These improvements will provide local cities and Caltrans day-to-day county-wide traffic management capabilities in addressing recurrent traffic congestion as well as provide CCTA capabilities for managing the system during non-recurring traffic congestion caused by diverted traffic due to major incidents on the freeway or during any evacuation efforts.

The PROJECT's key features and benefits include but are not limited to some of the following:

- Providing infrastructure for a countywide traffic management system
- Upgrading local signal controllers and signal system hardware, software, and firmware
- Deploying bicycle and pedestrian detection software for vulnerable road user protection
- Providing SCP, including Transit Signal Priority (TSP) and Emergency Vehicle Preemption (EVP) capabilities
- Enabling local event management signal timing options
- Taking a proactive approach to safety by identifying "near miss" situations for analysis
- Enabling cities and CCTA to proactively manage day-to-day traffic
- Enabling cities to proactively manage traffic on local streets that has diverted off the freeway due to a major freeway incident
- Identifying alternative routes with timing optimized for incident management
- Allowing shared control and operation, improving cross jurisdictional traffic management



- Allowing CITY/TOWN/ OR COUNTY/CCTA access to monitor all CCTV cameras and traffic signals for the purpose of optimizing day-to-day operations

Deployment of the Smart Signals Project is expected to result in operational and safety improvements for all modes of transportation, such as:

- Decrease in travel time,
- Decrease in total delay,
- Reduction in number of stops
- Reduction in secondary accidents
- Decrease in fuel consumption and greenhouse gas emissions
- Promotion of transit ridership
- Reduction of response time for emergency vehicles

When operating together, these enhancements increase safety and reliability, and support environmental sustainability, economic development, and equitable access for all travelers.

#### CITY/TOWN/ OR COUNTY ELEMENTS

The signals located at the following intersection are included in the Project and is proposed to receive Smart Signal upgrades. (See Table 1 below)

**Table 1: AGENCY PROJECT Intersections**

#### LIST OF INTERSECTIONS

Signal No.	Primary Street	Secondary Street
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		

The recommended upgrades for signals located in AGENCY NAME include:

- XXXXX
- XXXXX
- XXXXX

Based on preliminary estimates, the upgraded equipment, including cost of construction, is shown below. The CITY/TOWN/ OR COUNTY is responsible to provide the minimum 11.47% match.

- Total Number of Signals – XX
- Total funding – \$XX
- Local match required – \$XX (11.47%)