

**CITY COUNCIL ACTION REQUEST**

<b>Department(s):</b> Transportation	<b>CEQA:</b> PP10-113	<b>Coordination:</b> CAO and PBCE	<b>Dept. Approval:</b> Hans Larsen /s/
<b>Council District(s):</b> 6 and 7			<b>CMO Approval:</b>  7/27/12

**SUBJECT: PROGRAM FOR ARTERIAL SYSTEM SYNCHRONIZATION GRANT**

**RECOMMENDATION:**

Approve a Waiver of Claims and Indemnification Agreement with MTC to allow the City to receive in-kind consultant services valued at \$39,500, to implement weekend timing of 14 traffic signals.

**BASIS FOR RECOMMENDATION:**

The Program for Arterial System Synchronization (PASS) FY 12/13 Cycle under the Congestion Mitigation and Air Quality (CMAQ) funds provides technical and financial assistance to Bay Area agencies to improve the operational safety and efficiency of traffic signal systems and corridors. Retiming and implementing effective signal timing plans can provide shorter travel times, reduce tailpipe emissions and improve safety for bicyclists and pedestrians.

In April 2012, the Department of Transportation submitted an application for PASS funding to the Metropolitan Transportation Commission (MTC) for weekend timing plans at 92 signalized intersections along 20 miles of regionally significant corridors within the City. In addition to weekday commute traffic, San José experiences significant weekend trips concentrated around commercial/retail centers and many entertainment venues. Due to limited funds available in the regionally competitive PASS grant, funds allocated to San José under this grant cycle will provide for the retiming of only 14 signalized intersections. The approved intersections are located on Tully Road (4 signals) and Curtner Avenue (10 signals). MTC will directly contract with a consultant to implement weekend timing at the 14 traffic signals along these corridors.

To be eligible to receive the PASS grant award for in-kind services, MTC requires that the City enter into a Waiver of Claims and Indemnification Agreement to: 1) waive all claims against MTC for any loss of liability or damages resulting from the City's participation in the program; and 2) indemnify, hold harmless, and defend MTC against any and all third party claims that may result from the City's participation in the program. The city's waiver and indemnification obligation would not apply to liability arising from and caused by gross negligence or willful misconduct of MTC, its commissioners, officers and/or employees. Additionally, MTC has entered into a separate agreement with the consultant that will require the consultant to indemnify MTC and the City from any claims or liability arising from the consultant's implementation of the timing plans for the 14 traffic signals in the City. The City will also be named as an additional insured for general liability purposes. The City has executed a similar waiver of claims and indemnification agreement with MTC in the past and staff recommends the approval of the proposed agreement.

**COST AND FUNDING SOURCE:**

The City will receive in-kind consultant services at no cost to the City.

**FOR QUESTIONS CONTACT: Amy Olay, Senior Civil Engineer, 975-3283**