

AGREEMENT FOR SHARED STREETS PILOT PROGRAM

This Agreement for the Shared Streets Pilot Program S6186050 ("Agreement") is made as of the date of the last signature shown below, by and between the San Diego Association of Governments ("SANDAG") and the Funding Recipient ("Recipient") City of Chula Vista.

Address: 276 Fourth Avenue _____
City, State, ZIP: Chula Vista, CA 91910 _____
Phone: 619-476-5368 _____ Fax: _____ Email: eflores@chulavista.gov _____
Contact Person: Eddie Flores _____
Tax I.D. No.: 95-6000690 _____

Title of Activity ("Project"): Third Avenue Village Shared Street _____

Objectives: Fund materials and labor to construct temporary "parklets"; restrict traffic to local and MTS buses; full nighttime closure to vehicular traffic. Parklets will provide sidewalk extensions to support social distancing. Street closures will enhance active transportation safety. _____

Location: Third Avenue from E Street to H Street _____ Start Date(s): June 1, 2020 _____

The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Recipient with funding to implement the Project.

A. Term

The term of this Agreement shall commence immediately upon the effective date written on the top of this Agreement. This Agreement shall remain in effect until the Project is completed or July 31, 2020, whichever comes first. The term of this Agreement may be amended by mutual agreement of the parties.

B. Approved Project Budget

Recipient successfully applied for Shared Streets Pilot Program funding for the Project. SANDAG agrees to provide support for the named activity in the amount of \$ 8,636.00.

C. Project Implementation and Oversight

Although SANDAG will be providing financial assistance to Recipient to support the Project, SANDAG will not be responsible for Project implementation or have any control of Recipient or the means or methods used to carry out the Project. Recipient hereby declares that it is independent from SANDAG and agrees that, in the performance of this Agreement, Recipient shall act as an independent contractor and not as an employee of SANDAG. Recipient has and hereby retains full control of all the employment, compensation, and discharge of all employees of Recipient assisting in its performance hereunder. Recipient shall be fully responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding tax, and all other laws and regulations governing such matters. Recipient shall be responsible for its own acts and those of its agents and employees during the term of this Agreement, except as otherwise specifically provided, as an independent contractor.

D. Insurance

Recipient shall procure and maintain for the duration of this Agreement, insurance or evidence of self-insurance acceptable to SANDAG against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by Recipient, its agents, representatives, or employees.

1. Minimum Policy Limits Required

| | |
|---|---|
| Commercial General Liability (per occurrence) | \$100,000 |
| Commercial General Liability (aggregate) | \$100,000 |
| Workers' Compensation Employer's Liability | As required by the State of California's statutory limits |

2. Endorsements

Recipient shall furnish SANDAG with certificates of insurance and any required endorsements, or evidence of self-insurance acceptable to SANDAG, effecting coverage required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Endorsements must specifically state that they modify the policy language. All certificates and endorsements are to be received and approved by SANDAG before work commences.

- i. The Commercial General Liability policy shall contain, or be endorsed to contain, the following provisions:

“SANDAG, its directors, officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Recipient including materials, parts, or equipment furnished in connection with such work or operations.”

General liability coverage can be provided in the form of an endorsement to the Recipient's insurance, or as a separate owner's policy. For any claims related to this Project, the Recipient's insurance coverage shall be primary insurance as respects SANDAG, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SANDAG, its officers, officials, employees, or volunteers shall be excess of the Recipient's insurance and shall not contribute with it.

- ii. The Workers' Compensation and Employers' Liability policy or policies shall contain, or be endorsed to contain, the following provisions:

Recipient hereby grants to SANDAG a waiver of any right to subrogation that any insurer of Recipient may acquire against SANDAG by virtue of the payment of any loss under such insurance. Recipient agrees to obtain an endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SANDAG has received a waiver of subrogation endorsement from the insurer.

- iii. No Limitation on Liabilities and Obligations

The requirements as to the types and limits of insurance coverage to be maintained by Recipient, and any approval of said insurance by SANDAG are not intended to and shall

not in any manner limit or qualify the liabilities and obligations otherwise assumed by Recipient pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

E. No SANDAG Obligations to Third Parties

In connection with the Project, the Recipient agrees that SANDAG shall not be subject to any obligations or liabilities to any subrecipient, lessee, third-party contractor, or other person or entity that is not a party to the Agreement for the Project.

F. Indemnification

Recipient agrees to defend, indemnify, protect, and hold SANDAG and its directors, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Recipient's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of Recipient and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney's fees and costs; provided, however, that the Recipient's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its directors, agents, officers, or employees. Recipient shall have no authority, express or implied, to act on behalf of or bind SANDAG or its members, agents or employees in any capacity whatsoever, as an agent or otherwise.

G. Project Schedule and Payments

Recipient shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, which is included below. In the event Recipient encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, Recipient shall immediately notify SANDAG in writing to sharedstreets@sandag.org, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Recipient expects to complete performance. Recipient's notification shall be informational in character only and SANDAG receipt of it shall not be construed as a waiver by SANDAG of a Project delivery schedule or date, or any rights or remedies provided by this Agreement.

Pre-award costs that are necessary for efficient and timely performance of the Project which are incurred prior to the effective date of the Agreement in anticipation of the funding award are allowable costs only to the extent that they are otherwise allowable under 2 CFR 200 and the Program requirements. Costs not specifically included in the Project Budget are only allowable with prior written approval of SANDAG.

Within 30 calendar days following Project implementation but no later than July 31, 2020, the Recipient agrees to submit a final certification of Project expenses and final report. If the Recipient fails to provide a final certification of Project expenses and final report within 30 days of Project implementation or by July 31, 2020 (whichever date comes last), the Recipient will not be eligible for reimbursement.

| Project Milestone | Completion Deadlines |
|---------------------------|------------------------------------|
| 1. Project Implementation | Notice to Proceed to June 30, 2020 |
| 2. Final Report Due | July 31, 2020 |

H. Reporting Requirements

Upon the Project's completion, the Recipient will provide SANDAG with a final report that summarizes the Project to include:

A. Description of the Project's activities, challenges, successes, and estimated impact.

B. At least a total of 15 digital photos of the funded Project; photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and include captions with project descriptions, dates, and locations.

C. Copies of press releases or other communications materials used to promote the Project; social media posts are encouraged to highlight funding support from @SANDAG.

I. Termination for Cause

Termination for cause shall be merited in the event of a material breach of this Agreement. Events of material breach shall include, but not be limited to, failure to adhere to the Project time schedule, failure to maintain required insurance, bankruptcy, failure to pay any subcontractor or other company or person retained by Recipient in connection with this Agreement, or Recipient negligently or intentionally disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction.

J. Termination for Convenience

K. SANDAG may terminate this Agreement in whole or in part, at any time by written notice to the Recipient when it is in the best interest of SANDAG. Recipient shall be paid its costs for work performed up to the time of termination if it is terminating for convenience. Recipient shall promptly submit its final invoice to SANDAG. No Project costs will be considered for reimbursement after the notice of termination is given to the Recipient.**Compliance with All Applicable Laws and Code of Conduct**

As required by federal law, SANDAG has established Disadvantaged Business Enterprise (DBE) program under 49 CFR 26. Although no goal has been set for this Agreement, DBEs and other small businesses are encouraged to participate in the performance of agreements where applicable.

SANDAG requires compliance with Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act, as amended, and all other applicable discrimination laws and civil rights statutes and implementing regulations. SANDAG will not tolerate illegal discrimination or harassment by its funding recipients.

Recipient agrees to abide by all requirements of applicable and relevant laws or regulations and will ensure that the Project complies with the eligibility requirements and ineligibility prohibitions for the Project as set forth in the Request for Applications (RFA), including the federal Cost Principles and Audit Requirements located at 2 CFR 200. Further, Recipient agrees to include nondiscrimination and compliance provisions in all subcontracts to perform work under this Agreement.

L. Complaint Procedures

Recipient is required to record and track complaints made by employees, volunteers, clients, or the general public, including complaints relating to Title VI, ADA, and service quality, or any other grievance pertaining to the Project. Recipient shall ensure timely resolution of complaints, and sufficiently document steps taken to investigate and address complaints. Recipient shall report complaints to SANDAG and make these records available to SANDAG for inspection during audits. If Recipient receives a Title VI-related or ADA-related complaint, Recipient must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

M. Deliverables and Records Retention

Recipient agrees that all deliverables it provides to SANDAG, including photos, shall be owned by SANDAG and shall be free from third-party ownership claims. Recipient shall maintain complete and accurate records with respect to allowable costs incurred under this Agreement. Recipient shall provide reasonable access to the representatives of SANDAG, or its designees, including representatives of the applicable government agencies if this Agreement is funded in whole or in part with state or federal funds, to such books and records and any other books, documents, papers, or records of Recipient that are related to this Agreement at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement.

N. Public Records

All communications with and information provided to SANDAG become public records as the property of SANDAG. As such, they may be subject to public review. Please see SANDAG Board Policy No. 015, Records Management Policy, which is available at sandag.org/legal, for additional information.

O. Media and Community Outreach Coordination

Recipient agrees to keep SANDAG up to date on the Project and media and community outreach efforts and assist SANDAG with media or community events related to the Project. Furthermore, Recipient agrees to provide Project information to support media and communications efforts. This includes Project photos taken throughout the Project or as part of Project tasks. The photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with Project descriptions, dates, locations, and the names of those featured, if appropriate. SANDAG reserves the right to use the information provided by Recipient for any combination of the following: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, Recipient agrees to release the rights of the photos to SANDAG for its use.

P. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by email or mailed via first class mail to the below listed address. Notice shall be effective upon receipt thereof.

For SANDAG:
San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
Phone: (619) 699-1900
Email: sharedstreets@sandag.org



EXHIBIT 1 PROJECT DESCRIPTION

The Project consists of two components: "parklet" seating areas occupying existing on-street parking spaces for use by area restaurant patrons and nightly closure of Third Avenue. The Third Avenue Streetscape Capital Improvement Project is currently in progress on Third Avenue from E Street to F Street. Therefore, the Project would accommodate the temporary traffic control necessary for ongoing construction operations on the roadway medians and crossings.

Parklets

The grant would fund materials and labor to construct temporary "parklets" along the project corridor. The parklets would occupy three existing on-street diagonal parking spaces each (26'x36'), effectively operating as an extension of the existing curb extensions on the street corners and mid-block crossings. The parklets are intended to be communal spaces for use by restaurant patrons to enjoy their food and beverage at a safe distance. The parklets will consist of sidewalk extensions that will provide enhanced opportunities for social distancing, walking, and potentially "on-street" dining. As funding allows, additional shared street corridors and parklets will be implemented.

In addition, vehicular traffic on Third Avenue from E Street to H Street would be restricted to local traffic and MTS buses. Traffic on intermediate intersecting streets would continue to flow unrestricted as temporary construction traffic control permits.

Nighttime Closures

In evenings (specific times to be determined), the Third Avenue Village corridor would transition to full closure to vehicular traffic except for MTS buses if alternate bus routes down Fourth Avenue cannot be accommodated. This would allow for the Third Avenue Village to become a pedestrian promenade each night for residents to use the full width of Third Avenue for recreation and potentially dining. Grant funds may be applied toward materials and labor to install and operate temporary traffic control measures for this operation.

The nightly street closures will significantly reduce vehicular traffic volumes/speeds and as a result enhance safety for non-motorized users. The safety enhancement is expected to encourage even the more novice bike riders to become more active.

Outreach

At a minimum, the City will provide outreach through the City's newsletter, City's website and its various social media (Twitter, Next Door, Facebook, etc.) outlets.

Impact Assessment

The City will use a qualitative approach based on city staff observations and community input to assess the impact of the Project.

**EXHIBIT 2
PROJECT BUDGET**

Funds shall be applied toward the purchase of temporary traffic control devices to supplement the City's existing stock of temporary traffic control devices that will also be used toward this Project. Grant funds shall also apply toward labor and equipment costs for City staff to install and operate the temporary traffic control devices. (Quantities and materials listed below may change depending on availability of City's existing stock of temporary traffic control devices).

| Expense | Qty | Unit Cost | Description | Estimated Amount |
|------------------------------|------------|------------------|------------------------------------|-------------------------|
| 1. 6-ft Water Filled Barrier | 10 | \$ 350.00 | Traffic barrier for parklet | \$ 3,500.00 |
| 2. Drum Channelizer | 10 | \$ 70.00 | Traffic barrier marker for parklet | \$ 700.00 |
| 3. 6" Aluminum Curb Ramp | 2 | \$ 160.00 | For ADA access to parklet | \$ 320.00 |
| 4. Labor | 1 | \$ 480.00 | City Staff Time and Equipment Use | \$ 480.00 |
| 5. | | \$ | | \$ 0.00 |
| 6. | | \$ | | \$ 0.00 |
| 7. | | \$ | | \$ 0.00 |
| 8. | | \$ | | \$ 0.00 |
| 9. | | \$ | | \$ 0.00 |
| 10. | | \$ | | \$ 0.00 |
| 11. | | \$ | | \$ 0.00 |
| 12. | | \$ | | \$ 0.00 |
| 13. | | \$ | | \$ 0.00 |
| 14. | | \$ | | \$ 0.00 |
| 15. | | \$ | | \$ 0.00 |
| Total | | | | \$ 5,000.00 |