

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS, THE CITY OF CHULA
VISTA, AND CALTRANS REGARDING ROLES AND RESPONSIBILITIES FOR THE
SAN DIEGO REGIONAL PROVING GROUND**

SANDAG AGREEMENT NO. 5005222

This Memorandum of Understanding (“MOU”) is made and entered into effective as of this _____ day of _____, 2018, by and between the San Diego Association of Governments (“SANDAG”), the City of Chula Vista (“CITY”), and the California Department of Transportation (“CALTRANS”), collectively referred to as the “RPG PARTNERS”.

RECITALS

WHEREAS, the U.S. Department of Transportation (USDOT) designated the San Diego region as one of ten autonomous vehicle proving grounds across the nation; and

WHEREAS, the San Diego Regional Proving Ground (“RPG” or “PROJECT”) is a partnership between SANDAG, CALTRANS, and CITY; and

WHEREAS, SANDAG administers the RPG as a site for validating connected and Automated Vehicle (AV) technologies within specific operational design domains; and

WHEREAS, the mission of the RPG is to provide a real-world environment for validating innovative technologies and to inform public policy and long-range planning that guides the safe deployment of AVs in support of the region’s goals for mobility, sustainability, and economic prosperity; and

WHEREAS, the goals for the RPG are to:

- Accelerate the deployment of advanced technologies that enable the region to realize the safety, environmental and mobility benefits of AVs as early as possible.
- Support state mandated greenhouse gas emission reduction targets.
- Educate the public and address concerns regarding safety and the implications of AV technologies.
- Provide a platform for companies and universities to conduct research and development, facilitate strategic partnerships, and attract local investment.
- Promote pilot projects that advance the region’s goals (e.g., Mobility as a Service, goods movement, Smart Cities, Complete Streets, Mobility Hubs, etc.)
- Leverage the region’s managed lane network, intelligent transportation infrastructure, and Smart City investments to support the transition to full vehicle automation.

WHEREAS, the RPG includes three facilities: the Interstate 15 Express Lanes, the southern segment of State Route 125 South Bay Expressway, and the local streets and roads within the CITY (herein referred to as the "FACILITIES"). Each of the FACILITIES includes staging facilities (Exhibit A); and

WHEREAS, the RPG PARTNERS are owners and operators of the FACILITIES and propose to work collaboratively with organizations, academic institutions, and companies involved in the research, development, and production of connected and AV technologies (herein referred to as "AFFILIATES"); and

WHEREAS, the RPG PARTNERS propose to make the FACILITIES available to AFFILIATES for the testing of AFFILIATE-supplied equipment that advances the mission and goals of the RPG in accordance with the terms and conditions of the standard partnership agreement template and applicable law; and

WHEREAS, a consortium of AFFILIATES ("CONSORTIUM") will be established to provide a forum for project decision making; informing the RPG PARTNERS on the AFFILIATES' test environment needs; informing public policy; and forming strategic partnerships among AFFILIATES; and

WHEREAS, the AFFILIATES will pay a fee for participation in the RPG. The fee will be considered a deposit to recover costs incurred by the RPG PARTNERS for administering the CONSORTIUM; and

WHEREAS, participation as an AFFILIATE provides the following anticipated benefits:

- Demonstration of vehicle technologies and services on public roadways (freeways, local roads, on- and off-ramps, and tollways) where the vehicles have access to supporting technologies and infrastructure, such as automated and connected vehicle technologies
- Streamlined permitting, technical guidance, and RPG PARTNERS' staff support for road closures, traffic control, and encroachments
- Low-cost deployment environment (cost recovery only)
- Access to university researchers and resources
- Create showcase demonstration projects that can lead to full-scale deployment and solve real world- mobility, safety, and cybersecurity issues
- Economic and workforce development opportunities
- Collaborate with federal, state, regional, and local government agencies
- Contribute to furthering public outreach and education related to technology

WHEREAS, the RPG PARTNERS wish to memorialize their agreement in this MOU to carry out the purposes set forth above.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the RPG PARTNERS agree as follows:

SANDAG AGREES:

1. To be the lead agency overseeing the administration of the RPG.
2. To serve as the primary point of contact for USDOT regarding the autonomous vehicle proving ground designation, the USDOT Memorandum of Agreement (MOA), and the Community of Practice. SANDAG will be the signatory of the USDOT MOA on behalf of the PROJECT.
3. To serve as the primary point of contact for the RPG, to facilitate access to the FACILITIES, and to establish and administer the activities of the CONSORTIUM on behalf of the RPG PARTNERS. SANDAG will manage the CONSORTIUM and serve as the primary point of contact for AFFILIATES for matters related to the CONSORTIUM. SANDAG will lead public outreach in collaboration with the RPG PARTNERS.
4. To provide the PROJECT with appropriate staffing and support resources to offer overall project management, contract administration, public outreach, and project accounting and fiscal management of the CONSORTIUM.
5. In collaboration with RPG PARTNERS, SANDAG will provide AFFILIATES with technical guidance and staff support for acquiring the necessary permits and traffic control in a timely manner.
6. To administer partnership agreements with AFFILIATES using the Standard Partnership Agreement Template (Exhibit B) approved by the RPG PARTNERS. SANDAG will obtain approval from the RPG PARTNERS for any changes to the Standard Partnership Agreement Template.
7. As the fiscal administrator of the PROJECT, SANDAG will maintain an Overall Work Program and manage fees collected from AFFILIATES for participation in the CONSORTIUM. SANDAG will administer payment to the RPG PARTNERS for agreed upon costs associated with the PROJECT in order for PARTNERS to recover costs incurred for participation in CONSORTIUM administration and activities. Payments will be made based on invoices submitted by RPG PARTNERS to SANDAG in an agreed upon format.
8. SANDAG will maintain the PROJECT website, collateral, and marketing materials.
9. To foster a collaborative environment, SANDAG will share all PROJECT information and facilitate coordination among the RPG PARTNERS. This includes, but is not limited to:
 - maintaining a PROJECT collaboration site;
 - convening regular meetings among the RPG PARTNERS for planning and coordination; and
 - providing a designated staff member responsible for coordination.
10. Neither CALTRANS, CITY, nor any officer, elected official, appointed official, or employee thereof is responsible for any damage or liability occurring by reason of anything done or

omitted to be done by SANDAG under or in connection with any work, authority or jurisdiction delegated to SANDAG under this MOU. It is understood and agreed that SANDAG shall fully defend, indemnify and save harmless CALTRANS, CITY, and all of their respective officers, elected officials, appointed officials, and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority or jurisdiction delegated to SANDAG under this MOU.

CALTRANS AGREES:

11. To work collaboratively with SANDAG, CITY, and other parties on the development and implementation of the USDOT MOA.
12. To provide project staffing including a single staff liaison to the PROJECT who will be responsible for representing CALTRANS, attending all PROJECT and RPG PARTNER meetings, and coordinating with other CALTRANS staff as needed.
13. To provide a Designated Safety Officer to assist in the development, management, and maintenance of applicable Safety Management Plans for the CALTRANS facilities. CALTRANS will conduct risk assessments and lead risk management for the authorized activities of the RPG PARTNERS, AFFILIATES, and CONSORTIUM on CALTRANS facilities.
14. To provide AFFILIATES with an expedited traffic control and encroachment permit process, establish a permit deposit account for AFFILIATES in order to provide full cost recovery for CALTRANS staff time related to these permits and, provide a single point of contact to facilitate the permit process for CALTRANS facilities.
15. To actively participate in the CONSORTIUM related activities and the USDOT autonomous vehicle proving ground program meetings.
16. To provide timely reviews of PROJECT materials, as agreed upon by the RPG PARTNERS.
17. To submit invoices to SANDAG in an agreed upon format and no less than quarterly for payment of approved costs associated with the CONSORTIUM activities and other PROJECT administrative efforts.
18. Neither SANDAG, the CITY, nor any officer, elected official, appointed official, or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority or jurisdiction delegated to CALTRANS under this MOU. It is understood and agreed that CALTRANS shall fully defend, indemnify and save harmless SANDAG and CITY, and all of their respective officers, elected officials, appointed officials, and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority or jurisdiction delegated to CALTRANS under this MOU.

CITY AGREES:

19. To work collaboratively with SANDAG, CALTRANS, and other parties on the development and final implementation of the USDOT MOA.
20. To provide project staffing including a single staff liaison to the PROJECT who will be responsible for representing CITY, attending all PROJECT and RPG PARTNER meetings, and coordinating with other CITY staff as needed.
21. To provide a Designated Safety Officer to assist in the development, management, and maintenance of applicable Safety Management Plans for CITY facilities. CITY will conduct risk assessments and lead risk management for the authorized activities of the RPG PARTNERS, AFFILIATES, and CONSORTIUM on CITY facilities.
22. To provide AFFILIATES with a streamlined traffic control and encroachment permit process, establish a permit deposit account for AFFILIATES in order to provide full cost recovery for CITY staff time related to these permits and, provide a single point of contact to facilitate the permit process.
23. To actively participate in the PROJECT related activities and the USDOT autonomous vehicle proving ground program meetings.
24. To provide timely reviews of PROJECT materials, as agreed upon by the RPG PARTNERS.
25. To submit invoices to SANDAG in an agreed upon format and no less than quarterly for payment of approved costs associated with the CONSORTIUM activities and other PROJECT administrative efforts.
26. Neither SANDAG, CALTRANS, nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this MOU. It is understood and agreed that CITY shall fully defend, indemnify and save harmless SANDAG and CALTRANS, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this MOU.

THE RPG PARTNERS MUTUALLY AGREE:

27. AFFILIATES may possess confidential, proprietary and/or trade secret information including, without limitation, information in tangible or intangible form relating to or including: business, product, marketing, licensing or sales activities, policies, practices, outlooks, studies, reports, analyses, strategies or forecasts, finances, revenue, pricing, costs or profits, released or unreleased products including, but not limited to, software, hardware, development, research, designs, specifications, performance characteristics, code, formulas, algorithms, data, techniques, processes, inventions, testing strategies, industry, customer or consumer information and third party confidential information (INFORMATION). Subject to all other provisions of this MOU, RPG PARTNERS will hold any INFORMATION received from an AFFILIATE in strict confidence; and use such INFORMATION only for the purpose of evaluating the

possibility of forming a business relationship or other commercial arrangement among the RPG PARTNER and AFFILIATE concerning such INFORMATION.

28. To the extent allowable under the California Public Records Act, the RPG PARTNERS will reproduce INFORMATION only to the extent necessary and will restrict disclosure of INFORMATION to each RPG PARTNER's employees with a need to know. The RPG PARTNERS will not disclose INFORMATION to any third party without the prior written approval of the AFFILIATE or unless obligated to do so by California law or court order. In addition, with respect to any equipment, component, software, or other items delivered to an RPG PARTNER by an AFFILIATE, the RPG PARTNER will not reverse engineer, disassemble, decompile, or otherwise analyze the physical construction of any such items.
29. The RPG PARTNERS will review marketing and communications materials and collaborate on public outreach for the PROJECT. To the extent feasible, SANDAG will be the primary point of contact for media inquiries related to the PROJECT and will direct relevant inquiries to the RPG PARTNERS as appropriate. If CITY or CALTRANS serves as an initial point of contact for a media inquiry, CITY and CALTRANS agree to inform SANDAG of such media inquiry. SANDAG shall work collaboratively with RPG PARTNERS in the development of communications material. Distribution of communications materials must be approved by RPG PARTNERS. All materials that include RPG PARTNERS' logos must be approved by RPG PARTNERS.
30. RPG PARTNERS will maintain and make available to each other all documents and INFORMATION related to the PROJECT, including all records and documents created by consultants and contractors during the development of the PROJECT.
31. To the terms of the Standard Partnership Agreement Template attached as Exhibit B. Any deviation of, or modification to, the terms of Exhibit B will require written concurrence, in advance, by all RPG PARTNERS.
32. That all obligations of RPG PARTNERS under the terms of this MOU are subject to the appropriation of the required resources by the governing bodies of the RPG PARTNERS.
33. Any notice required or permitted under this MOU may be personally served on one of the RPG PARTNERS, by an RPG PARTNER giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

For SANDAG
401 B Street, Suite 800
San Diego, CA 92101
Attn: Antoinette Meier
Transportation Demand
Management Program
Manager

For CALTRANS
4050 Taylor Street
San Diego, CA 92110
Attn: Sam Amen
Traffic Systems Asset
Manager

For CITY
276 Fourth Avenue
Chula Vista, CA 91910
Attn: William S. Valle
Director of Engineering &
Capital Projects/City Engineer

34. This MOU shall continue in effect unless and until one of the RPG PARTNERS provides a minimum of 60 (sixty) days' written notice of its desire to withdraw from the MOU. If such notice is given, the MOU shall continue to be binding on the RPG PARTNERS who have not formally withdrawn.

35. The indemnification provisions of this MOU shall survive for five years after the termination of the MOU.
36. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in the Superior Court of the County of San Diego, State of California.
37. All terms, conditions, and provisions hereof shall inure to and shall bind each of the RPG PARTNERS hereto, and each of their respective officers, employees, administrators, successors, and assigns.
38. For purposes of this MOU, the relationship of the RPG PARTNERS is that of independent entities and not as agents of each other or as joint venturers or partners. The RPG PARTNERS shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
39. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by each and all of the RPG PARTNERS hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the RPG PARTNERS hereto.
40. Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties to this MOU or affect the legal liability of the RPG PARTNERS to this MOU.
41. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each RPG PARTNER has signed one such counterpart.

IN WITNESS WHEREOF, the RPG PARTNERS have executed this MOU effective on the day and year first above written.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

CALTRANS

KIM KAWADA
Chief Deputy Executive Director

CORY BINNS
District 11 Interim Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOHN KIRK
Office of General Counsel

GLENN B. MUELLER
Assistant Chief Counsel

CITY OF CHULA VISTA

MARY CASILLAS-SALAS
Mayor

APPROVED AS TO FORM:

GLEN GOOGINS
City Attorney

Exhibits:

- A. Facilities Map
- B. Standard Partnership Agreement Template

EXHIBIT A FACILITIES MAP

San Diego Regional Proving Ground Facilities



sandag.org/provingground

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EXHIBIT B
STANDARD PARTNERSHIP AGREEMENT TEMPLATE

PARTNERSHIP AGREEMENT
BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS AND AFFILIATE
NAME REGARDING THE SAN DIEGO REGIONAL PROVING GROUND

SANDAG AGREEMENT NO. CONTRACT NUMBER

This Partnership Agreement (“Agreement”) is made and entered into effective as of this _____ day of _____, year, by and between the San Diego Association of Governments (“SANDAG”) and affiliate name, a San Diego Regional Proving Ground (RPG) Affiliate (“AFFILIATE”). SANDAG and AFFILIATE may be referred to herein individually as a “party” and collectively as the “parties”.

RECITALS

WHEREAS, the U.S. Department of Transportation (USDOT) designated the San Diego region as one of ten autonomous vehicle proving grounds across the nation; and

WHEREAS, the RPG is a partnership between SANDAG, the California Department of Transportation (“CALTRANS”), and the City of Chula Vista (“CITY”) [herein referred to as the “RPG PARTNERS”]; and

WHEREAS, pursuant to the agreement of the RPG PARTNERS, SANDAG is the administrator of the RPG for the purpose of validating connected and Automated Vehicle (AV) technologies within specific operational design domains; and

WHEREAS, the mission of the RPG is to provide a real-world proving ground for validating innovative technologies and to inform public policy and long-range planning which guides the safe deployment of connected and autonomous vehicles in support of the region’s goals for mobility, sustainability, and economic prosperity; and

WHEREAS the goals for the RPG are to:

- Accelerate the deployment of advanced technologies that enable the region to realize the safety, environmental and mobility benefits of AVs as early as possible.
- Support state mandated greenhouse gas emission reduction targets.
- Educate the public and address concerns regarding safety and the implications of AV technologies.
- Provide a platform for companies and universities to conduct research and development; facilitate strategic partnerships and attract local investment.
- Promote pilot projects that advance the region’s goals (e.g., Mobility as a Service; goods movement; Smart Cities; Complete Streets, etc.)

- Leverage the region’s managed lane network, intelligent transportation infrastructure, and Smart City investments to support the transition to full vehicle automation.

WHEREAS, the RPG includes three facilities: the Interstate 15 Express Lanes, the southern segment of State Route 125 South Bay Expressway (“CALTRANS FACILITIES”), and the local streets and roads within the City of Chula Vista [collectively referred to as the “FACILITIES”]. Each of the FACILITIES includes staging facilities (Exhibit 2); and

WHEREAS, the RPG PARTNERS are owners and operators of the FACILITIES and propose to work collaboratively with organizations, academic institutions, and companies involved in the research, development and production of connected and AV technologies [herein referred to as “AFFILIATES”]; and

WHEREAS, the RPG PARTNERS propose, consistent with the terms of encroachment permits, to make the FACILITIES available to AFFILIATES for the testing of AFFILIATE-supplied equipment that advances the mission and goals of the RPG in accordance with the terms and conditions of this Agreement and applicable law; and

WHEREAS, a consortium of AFFILIATES (CONSORTIUM) will be established to provide a forum for project decision making, informing the RPG PARTNERS on the AFFILIATES’ test environment needs; informing public policy; and forming strategic partnerships among AFFILIATES; and

WHEREAS, the AFFILIATES will pay a fee for participation in the RPG. The fee will be considered a deposit to recover costs incurred by the RPG PARTNERS for administrative activities for the CONSORTIUM; and

WHEREAS, participation as an AFFILIATE provides the following anticipated benefits:

- Demonstration of vehicle technologies on public roadways (freeways, local roads, on- and off-ramps, and tollways) with access to supporting technologies and infrastructure, such as automated and connected vehicle technologies
- Streamlined permitting, technical guidance, and RPG PARTNERS’ staff support for road closures, traffic control, and encroachments
- Low-cost deployment environment (cost recovery only)
- Access to university researchers and resources
- Create showcase demonstration projects that can lead to full-scale deployment and solve real-world mobility, safety, and cybersecurity issues
- Economic and workforce development opportunities
- Collaborate with federal, state, regional, and local government agencies
- Contribute to furthering public outreach and education related to technology

WHEREAS, the parties wish to memorialize this Agreement to carry out the purposes set forth above.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

SANDAG AGREES:

1. To serve as the primary point of contact for the RPG, to facilitate access to the FACILITIES, and to establish and administer the CONSORTIUM on behalf of the RPG PARTNERS. SANDAG will manage the CONSORTIUM and serve as the primary point of contact for AFFILIATES for matters related to the CONSORTIUM.
2. In collaboration with the RPG PARTNERS, SANDAG will provide AFFILIATES with technical guidance and staff support for acquiring the necessary permits and traffic control in a timely manner.
3. To obtain approval from AFFILIATE when preparing and distributing all verbiage for messaging associated with AFFILIATE, including the use of the AFFILIATE's logo.
4. To the extent allowable by the California Public Records Act, abide by the terms and conditions set forth in a Non-Disclosure Agreement entered into separately between SANDAG, the RPG PARTNERS, and AFFILIATE.

AFFILIATE AGREES:

5. To pay an initial deposit to SANDAG in the amount of \$fee for costs incurred by the RPG PARTNERS associated with AFFILIATE's participation in and support of the CONSORTIUM. AFFILIATE will be credited for funds not used.
6. To obtain the necessary DMV, traffic control and encroachment permits to conduct field testing, as shown in Exhibit 3. When seeking a traffic control or encroachment permit, AFFILIATE will provide a minimum deposit of \$3,000 to the facility owner (CALTRANS or CITY) to establish a permit deposit account. Permit deposit accounts will be used to provide full cost recovery of activities directly related to the development, review, approval, and inspection of the traffic control and encroachment permits requested by the AFFILIATE. AFFILIATE will pay SANDAG for lost toll revenue due to testing that disrupts toll road operations. AFFILIATE will abide by all terms and conditions of any permit issued pursuant to this Agreement and all relevant federal, state and local laws related to the testing of automated vehicle technologies in the public right of way. Field tests shall be performed by AFFILIATE in accordance with safety plans or protocols established by the RPG PARTNERS for these field tests and AFFILIATE will comply with the conditions of the permits required to conduct such field tests, including but not limited to developing and implementing safety and risk management plans that meet the requirements of the RPG PARTNERS.
7. To supply the necessary vehicles, network connectivity, and equipment to conduct field testing as set forth in the Scope of Work (Exhibit 1).
8. To procure and maintain for the duration of this Agreement, comprehensive insurance against claims for injuries to persons, nuisance or damages to property, which may arise from or in

connection with the performance of the work hereunder by AFFILIATE, its agents, representatives, or employees. Insurance provisions and policy limitations are included in Exhibit 4.

9. To obtain approval from SANDAG in advance of preparing and distributing all messaging associated with SANDAG, the RPG PARTNERS, or the RPG including the use of SANDAG and/or RPG PARTNER logos.
10. That any approval, or acceptance of, or payment for, any of the activities performed under this Agreement by SANDAG or any RPG PARTNERS, either individually or collectively, shall not be construed to operate as a waiver by SANDAG or any RPG PARTNERS of any rights under this Agreement or at law or of any cause of action arising out of the performance thereof; AFFILIATE shall be, and will remain liable to, SANDAG and the RPG PARTNERS in accordance with applicable law for all damages to SANDAG, the RPG PARTNERS, or FACILITIES by any of AFFILIATE's actions, errors, or omissions deemed to be negligent performance of or failure to perform under this Agreement.
11. To defend, indemnify and hold SANDAG, its Board of Directors, staff, agents, and member agencies; and RPG PARTNERS and their respective officers, elected officials, appointed officials, directors, staff, employees, and agents harmless from any and all liability, claims, damages or injuries (including death) to any person or property, including injury to AFFILIATE's employees, arising from or connected with AFFILIATE's performance of or failure to perform its obligations under this Agreement.

THE PARTIES MUTUALLY AGREE:

12. That all obligations of RPG PARTNERS under the terms of this Agreement are subject to the appropriation of the required resources by the RPG PARTNERS and the approval of the governing bodies of the RPG PARTNERS.
13. Any notice required or permitted under this Agreement may be personally served on a party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

For SANDAG	For AFFILIATE
401 B Street, Suite 800	Affiliate Address
San Diego, CA 92101	Affiliate Address
Attn: Antoinette Meier, Transportation	Attn: Affiliate Contact Name And Title
Demand Management Program Manager	

14. This Agreement shall continue in effect unless and until a party gives sixty days written notice of its desire to withdraw from the Agreement.
15. The indemnification provisions of this Agreement shall survive termination of the Agreement.
16. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Superior Court in the County of San Diego, State of California.

17. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
18. For purposes of this Agreement, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, partners, and operations.
19. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
20. Except as expressly provided herein with respect to the RPG PARTNERS, nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of the parties.
21. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each has signed one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first above written.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

AFFILIATE

RAY TRAYNOR
Director of Operations

SIGNATORY NAME
Title

APPROVED AS TO FORM:

Office of General Counsel

Exhibits:

1. Scope of Work
2. Facilities Map
3. Permit Process
4. Insurance Requirements

EXHIBIT 1
SCOPE OF WORK

EXHIBIT 2 FACILITIES MAP

San Diego Regional Proving Ground Facilities



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EXHIBIT 3 PERMIT PROCESS

SAN DIEGO REGIONAL PROVING GROUND

Permitting Process



Note: Duration of each step in the permit process depends on the complexity of the applicant's submittals.

= Applicant Action = San Diego RPG Agency Action

Step 1 – Introductory Meeting

Applicant contacts SANDAG to schedule an introductory meeting with the San Diego Regional Proving Ground (RPG) partners to discuss testing needs and potential use cases. During this and follow-up meetings, RPG partners help the applicant identify the appropriate facilities for desired testing and provide guidance to develop a formal use case proposal. Tours of the RPG sites can be scheduled if requested.

- SANDAG contact: Antoinette Meier, antoinette.meier@sandag.org or (619) 699-7381

Step 2 – Proposal Preparation

Applicant prepares a formal use case proposal, clearly labeled to include the following:

- Detailed testing scenarios that indicate whether there will be lane closures and/or equipment installation
- Testing requirements (environmental, technical, physical)
- Testing locations requested
- Preliminary testing risk assessment
- Proposed testing schedule and duration (dates, time of day, frequency, etc.)

Step 3 – Proposal Review

Applicant schedules a meeting(s) with the appropriate RPG partner(s) to review and refine the formal use case proposal with the safety team. At this time, applicant will need to establish deposit accounts with both Caltrans and the City of Chula Vista, if both Right of Ways are required. Caltrans and the City of Chula Vista each require a \$3,000 minimum initial deposit for permit processing cost recovery. Actual costs for traffic control and encroachment permits will depend on the complexity of the proposal. The applicant will be notified about the deposit account balance and, for complex permit applications, if the account requires replenishment. Upon completion and close out of permit(s), any remaining balance in the deposit account will be refunded to the applicant.

- Caltrans contact: Sam Amen, sam.amen@dot.ca.gov or (619) 606-3485
- City of Chula Vista contact: Eddie Flores, Eflores@chulavistaca.gov or (619) 476-5368

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Step 4 – Permit Application Submission

Applicant, consultant, or contractor prepares and submits complete permit application(s).

● Caltrans permit applications must include:

- All possible testing use cases, schedules, and duration
- Specific locations for installing equipment or vehicle testing
- Traffic charts
- Special provisions (if applicable)
- Signed construction plans (six copies of each plan)
 - » Traffic Control Plan
 - Must be prepared in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD); preparation by a qualified engineer/contractor is recommended
 - » Planting and Irrigation Plan (if installing equipment that would require removal and replacement of the existing irrigation system)
- Safety Management Plan for each use case
- Standard Encroachment Permit Application ([Form TR-0100](#))
- Encroachment Permit Application Checklist ([Form TR-0402](#))
- Certificate of Insurance
 - » Vehicle Testing: \$1,000,000 each occurrence; \$2,000,000 aggregate
 - » Equipment/Hardware Installations; Major closures; Platooning: \$2,000,000 each occurrence; \$4,000,000 aggregate
 - » Vehicle Testing (heavy trucks on closed lanes or any vehicle traveling faster than 80 mph): \$5,000,000 each occurrence; \$10,000,000 aggregate
 - » Name Caltrans as additionally insured

● Chula Vista permit applications must include:

- All possible testing use cases, schedules, and duration
- Specific locations for installing equipment or vehicle testing
- Traffic Control Plan
 - » Must be prepared in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD); preparation by a qualified engineer/contractor is recommended
 - » City of Chula Vista staff may provide traffic control plan preparation assistance on simple test cases
- Safety Management Plan for each use case
- Certificate of Insurance
 - » Bodily Injury: \$500,000 each person; \$1,000,000 each occurrence; \$1,000,000 aggregate products and completed operations
 - » Property Damage: \$250,000 each occurrence; \$500,000 aggregate
 - » Combined single policy with aggregate limits of \$2,000,000 will be considered equivalent to the required minimum
 - » Insurance provider shall have an AM Best's rating of B+ or better and be domiciled in the United States
 - » Name City of Chula Vista as additionally insured
 - » Temporary Encroachment Permits are an insured contract for the project

Step 5 – Safety and Permit Reviews

Safety and permit teams review the application and determine if any revisions are needed.

Step 6 – Permit Issued

Agency processes and issues the permit. Permit duration can be extended to accommodate multiple test phases upon review of request and at least thirty (30) days' notice.



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EXHIBIT 4 INSURANCE REQUIREMENTS

AFFILIATE shall procure and maintain for the duration of this Agreement, insurance 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 AFFILIATE, its agents, representatives, or employees.

I. Acceptability of Insurers

All required insurance policies shall be issued by companies who hold a current policyholder's alphabetic and financial-size category rating of not less than A:VII, in accordance with A.M. Best. Carriers must be licensed to do business in California and maintain an agent for service of process within California. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

II. Notice of Termination, Cancellation, or Change

Should any of the insurance policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions and sent to SANDAG. AFFILIATE shall notify SANDAG immediately following AFFILIATE's first notice or awareness of any proposed or actual termination, cancellation, or change in its insurance coverage. Notice of cancellation sent by registered mail, postage prepaid, with a return receipt of addresses requested shall be sufficient notice.

III. Failure to Provide Insurance

Failure to provide and continue in force any insurance as described in this Insurance Section shall be deemed a material breach of this Agreement, which SANDAG may deem to constitute cause for immediate termination. SANDAG reserves the right to withhold payments to AFFILIATE in the event of material noncompliance with the insurance requirements set forth in the Agreement.

IV. Insurance Certificate Submittal

SANDAG will use myCOI to track and verify insurance coverage. On SANDAG's receipt of the executed Agreement, AFFILIATE will receive an email from Certificaterequest@mycoisolution.com. AFFILIATE will follow the instructions contained in the email and complete the online registration. Upon completion of registration, myCOI will request proof of insurance directly from AFFILIATE'S insurance agents. AFFILIATE shall not commence work unless AFFILIATE is registered with myCOI and compliant COIs have been received. AFFILIATE shall cause its insurance agents to comply with requests for updated information from myCOI on no less than an annual basis. AFFILIATE is responsible for ensuring that its agents send SANDAG updated certificates of insurance throughout the term of the Agreement via myCOI. AFFILIATE shall include the Agreement number on all insurance-related correspondence submitted to myCOI.

V. No Limitation on Liabilities and Obligations

The requirements as to the types and limits of insurance coverage to be maintained by AFFILIATE, and any approval of said insurance by SANDAG, or their insurance consultants are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by

AFFILIATE pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

VI. No Waiver of Requirements

Acceptance by SANDAG of a certificate or endorsement that varies from the requirements in this section shall not constitute a waiver by SANDAG of strict compliance with the provisions herein.

VII. Minimum Policy Limits Required

AFFILIATE shall maintain limits no less than the following coverages:

A. Commercial General Liability

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including premises operations, products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$10,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability

ISO Form Number CA 00 01 covering any auto (Code 1), or if AFFILIATE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$10,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation and Employers' Liability

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

VIII. Endorsements

AFFILIATE shall furnish SANDAG with certificates of insurance and any required endorsements 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.

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

SANDAG, the California Department of Transportation (Caltrans), and the City of Chula Vista, their 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 AFFILIATE.

For any claims related to this project, the AFFILIATE'S insurance coverage shall be primary insurance as respects SANDAG, Caltrans, and the City of Chula Vista and their directors, officers, agents and employees. Any insurance or self-insurance maintained by SANDAG,

Caltrans, and the City of Chula Vista, their officers, officials, employees, or volunteers shall be excess of the AFFILIATE'S insurance and shall not contribute with it.

- B.** The Automobile Liability policy shall contain, or be endorsed to contain, the following provisions:

SANDAG, Caltrans, and the City of Chula Vista, their, its directors, officers, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the AFFILIATE.

For any claims related to this project, the AFFILIATE'S insurance coverage shall be primary insurance as respects SANDAG, Caltrans, and the City of Chula Vista, their, directors, officers, agents and employees. Any insurance or self-insurance maintained by SANDAG, Caltrans, and the City of Chula Vista, their directors, officers, agents and employees shall be excess of the AFFILIATE'S insurance and shall not contribute with it.

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

AFFILIATE hereby grants to SANDAG, Caltrans, and the City of Chula Vista a waiver of any right to subrogation that any insurer of AFFILIATE may acquire against SANDAG, Caltrans, and the City of Chula Vista by virtue of the payment of any loss under such insurance. AFFILIATE 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.

IX. Claims-Made Coverages

If any of AFFILIATE'S insurance coverages are written on a claims-made form:

- A.** The retroactive date must be shown, and must be before the date of the Agreement.
- B.** Insurance must be maintained and evidence of insurance must be provided for at least seven years after expiration of the Agreement.
- C.** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, the AFFILIATE must purchase an extended reporting coverage for a minimum of seven years after expiration of the Agreement.
- D.** A copy of the claims reporting requirements must be submitted to SANDAG.