

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CITY OF EAST PALO ALTO**

This Agreement entered this 17th Day of May 2018 by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called "C/CAG," and the City of East Palo Alto, hereinafter called "CITY".

W I T N E S S E T H

WHEREAS, C/CAG approved Resolution 17-31 authorizing the Safe Routes to School and Green Streets Infrastructure Pilot Program, including a Call for Projects for awarding competitive grant funding to member agencies; and

WHEREAS, the purpose of the grant program is for C/CAG member agencies to construct demonstration projects that integrate Safe Routes to School improvements with green infrastructure for stormwater management to show cost effective means of making it safer for children to walk and bike to school while simultaneously improving water quality and enhancing communities throughout San Mateo County; and

WHEREAS, the CITY submitted a grant proposal that was approved for funding by the C/CAG Board via Resolution 17-31; and

WHEREAS, the C/CAG Board authorized its Chairperson to execute funding agreements with member agencies under the grant program;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Project to be constructed by CITY.** In consideration of the payments hereinafter set forth, the CITY shall build the proposed project Safe Routes to School/Green Streets Infrastructure Pilot Project approved for grant funding (hereinafter called the "PROJECT") in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof. C/CAG assumes no ownership, operations, or maintenance obligations in exchange for providing the specified grant payments.
2. **Payments.** In consideration of the CITY building the PROJECT in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payments to CITY for work completed as described in Exhibit A, in a total amount not to exceed \$250,000. Payments are for PROJECT construction costs only; planning, design, permitting, and staff costs are not eligible for reimbursement and do not count toward the local match requirement. Reimbursement requests, including any progress payment requests, shall recognize the required 15% local match component to ensure that C/CAG does not pay more than 85% of the total project construction costs, up to the grant award amount (i.e., after deducting 15% from the total PROJECT construction costs for local match, C/CAG will reimburse CITY for the remaining costs, up to the grant award amount). Reimbursement requests shall include the final PROJECT costs, either as a contractor bid document including any change orders, or an alternate version that details the total project costs. This is to ensure appropriate calculation of local match vs. grant funding, but also to enable C/CAG staff to better evaluate the overall cost effectiveness of integrating Safe Routes to

School improvements with green infrastructure for stormwater management.

3. **Contract Term.** This Agreement shall be in effect as of December 14, 2017 and shall terminate on June 30, 2020; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' written notice to CITY. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, CITY may request reimbursement for construction costs incurred prior to termination (less 15% local match); however, C/CAG reserves the right to reduce or withhold payment under this paragraph for projects that do not meet the overall intent of the grant program or that do not demonstrate balanced integration of Safe Routes to School and stormwater features.
4. **Submittal of Final Project Design.** To ensure the PROJECT is substantially consistent with the proposed project selected to receive funding via the Call for Projects, the CITY shall submit to C/CAG for concurrence its final PROJECT design prior to initiating a process to either secure a contractor to build the project or before CITY staff or others would begin building the project. C/CAG recognizes there may be revisions between the grant proposal and final project design, but the overall intent is to ensure a comparable project is built consistent with what was submitted under the Call for Projects and for which the CITY was competitively selected to receive grant funding. CITY shall not proceed with building the PROJECT until it receives written concurrence from C/CAG staff that the PROJECT is substantially consistent with the project submitted with the original grant proposal.
5. **Duty to Operate and Maintain.** To ensure the PROJECT continues to function effectively in regard to managing stormwater, supporting Safe Routes to School, and enhancing communities, CITY is required to operate and maintain the PROJECT for the useful life of the facilities. This includes ensuring the green infrastructure portions of the project are regularly kept free of trash, sediment, and debris, vegetation is maintained in a healthy and weed-free condition, and pedestrian and bike infrastructure is kept in safe and functional condition, including curb ramps, any pedestrian actuated signals, signage, or other safety features. Failure to comply with these requirements may impact CITY's ability to receive future grant funding from C/CAG for this PROJECT or other projects.
6. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
7. **Non-Assignability.** CITY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
8. **Hold Harmless/ Indemnity.** CITY shall indemnify and save harmless C/CAG, its agents, officers, and employees from all claims, suits or actions resulting from willful misconduct or negligence of CITY or its agents, officers, or employees relating to this Agreement. The duty to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
9. **Insurance.** CITY or its subcontractors performing the services on behalf of CITY shall not commence work under this Agreement until all insurance required under this section has been obtained. CITY shall furnish C/CAG with Certificates of Insurance evidencing the required

coverage and there shall be a specific contractual liability endorsement extending the CITY's coverage to include the contractual liability assumed by CITY pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: the CITY shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: CITY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect CITY, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by CITY or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. **Non-discrimination.** The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.


11. **Compliance with All Laws.** Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
12. **Access to Records.** C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of CITY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. CITY shall maintain all required records for five (5) years after C/CAG makes final payments and all other pending matters are closed.
13. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
15. **Notices.** All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

C/CAG: Attn: Reid Bogert, Stormwater Program Specialist
 City/County Association of Governments of San Mateo County
 555 County Center, 5th Floor
 Redwood City, CA 94063


CITY: Attn: Kamal Fallaha, Director of Public Works
 City of East Palo Alto
 1960 Tate Street
 East Palo Alto, CA 94303

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

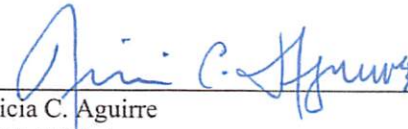
City of East Palo Alto

By 
City Manager

5/17/18
Date

By 
CITY Legal Counsel

CITY/County Association of Governments (C/CAG)

By 
Alicia C. Aguirre
C/CAG Chair

12/14/17
Date

C/CAG Legal Counsel

By 
Nirit Erickson, C/CAG Counsel

EXHIBIT A
SCOPE OF WORK

Safe Routes to School and Green Streets Infrastructure Pilot Program Scope of Work

Jurisdiction: City of East Palo Alto

Project Title: Addison Avenue SRTS and Green Street

Scope of Work (location and description of proposed work as detailed in project proposal):

The project is located in East Palo Alto on Addison Avenue between East Bayshore Road (south end) and Bay Road (north end). The project encompasses the entire length of Addison Avenue (2,000 feet).

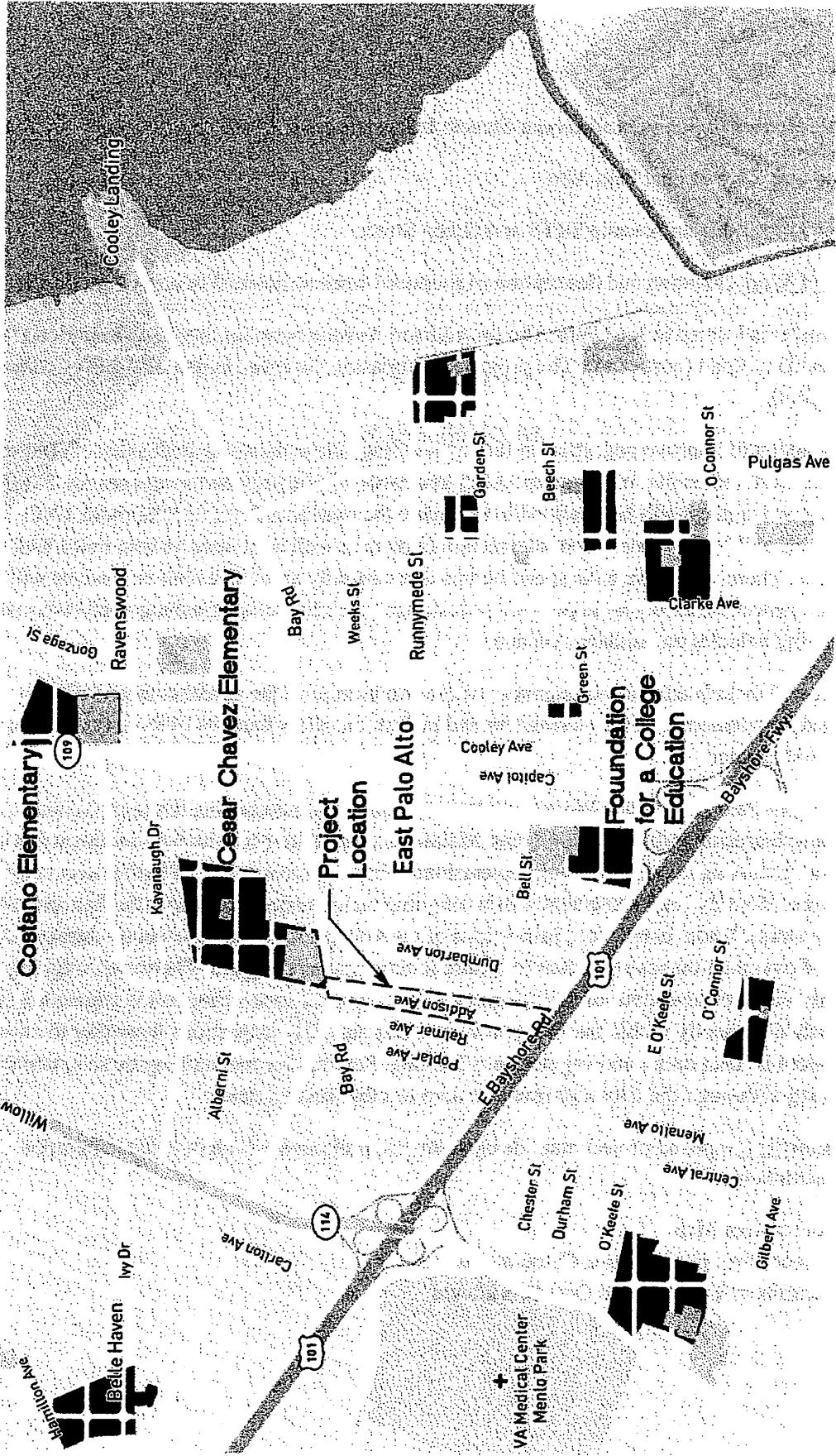
The project will improve pedestrian safety by building sidewalks along both sides of Addison Avenue. Curb ramps that meet current ADA standards will be provided at all corners. Pavement marking and signage will be provided to designate the road as a Class III bike route. Curb extensions will be incorporated at intersection corners as well as at intermediate mid-block locations. These will replace the speed humps that currently exist. The curb extensions will enhance pedestrian safety by improving pedestrians' visibility to approaching vehicles as well as by slowing vehicles on Addison Avenue.

Project will include educational signage. At the two termini of the corridor, signs will be installed that demonstrate the stormwater and pedestrian safety benefits of the improvements along the corridor.

City of East Palo Alto Public Works will be responsible for maintaining the improvements, including bioretention/biofiltration areas. Maintenance activities will include sediment and trash removal, removing dead vegetation, replenishing mulch where needed, and other necessary measures. Monthly litter abatement will be ongoing maintenance throughout the life span of these systems. Upon installation, inspections of the systems functioning capacity during a storm event of over 0.25 inches will occur to ensure functioning as designed. Thereafter, ongoing monthly visual observations of the measures will occur until such a time as the vegetation is fully established (typically within the first two years), and quarterly inspections thereafter to ensure the system is functioning and vegetation is thriving. Funding for maintaining these systems will be managed through the City's stormwater fund or other related funds.

Attachments (proposed project map, design concept, preliminary budget, other supporting documentation):

1. Project Area Map
2. Project Concept and Sizing Calculations
3. Preliminary Timeline and Cost Breakdown



ATTACHMENT II - PROJECT LOCATION MAP

**ATTACHMENT III - PROJECT CONCEPT
SIZING CALCULATIONS**

Worksheet for Calculating the Combination Flow and Volume Method

Instructions: After completing Section 1, make a copy of this Excel file for each Drainage Management Area within the project. Enter information specific to the project and DMA in the cells shaded in yellow. Cells shaded in light blue contain formulas and values that will be automatically calculated.

1.0 Project Information

1-1 Project Name:	Addison Avenue
1-2 City application ID:	
1-3 Site Address or APN:	Addison Avenue/Garden Street
1-4 Tract or Parcel Map No:	
1-5 Rainfall Region	4
1-6 Region Mean Annual Precipitation (MAP)	14.60
1-7 Site Mean Annual Precipitation (MAP)	16

The calculations presented here are based on the combination flow and volume sizing method provided in the Countywide Program's C.3 Technical Guidance, Version 4.0. The steps presented below are explained in Section 5.1 of the Guidance, applicable portions of which are included in this file, in the sheet named "Guidance from Chapter 5".

[Click here for map](#)

1-8 MAP adjustment factor is automatically calculated as: **1.10**

(The "Site Mean Annual Precipitation (MAP)" is divided by the MAP for the applicable rain gauge, shown in Table 5-3, below.)
Refer to the map in Appendix C of the C.3 Technical Guidance to identify the Rainfall Region for the site.

2.0 Calculate Percentage of Impervious Surface for Drainage Management Area (DMA)

2-1 Name of DMA: **Addison Avenue**

For items 2-2 and 2-3, enter the areas in square feet for each type of surface within the DMA.

Type of Surface	Area of surface type within DMA (Sq. Ft.)	Adjust Pervious Surface	Effective Impervious Area
2-2 Impervious surface	249,127	1.0	249,127
2-3 Pervious surface	220,924	0.1	22,092
Total DMA Area (square feet) =			470,050

2-4 Total Effective Impervious Area (EIA) **271,219** Square feet

3.0 Calculate Unit Basin Storage Volume in Inches

Table 5-3. Unit Basin Storage Volumes in Inches for 80 Percent Capture Using 48-Hour Drawdowns, based on runoff coefficient

Region	Station, and Mean Annual Precipitation (Inches)	Runoff Coefficient of 1.0
1	Boulder Creek, 55.9"	2.04"
2	La Honda, 24.4"	0.86"
3	Half Moon Bay, 25.92"	0.82"
4	Palo Alto, 14.6"	0.64"
5	San Francisco, 21.0"	0.73"
6	San Francisco airport, 20.1"	0.85"
7	San Francisco Oceanside, 19.3"	0.72"

3-1 Unit basin storage volume from Table 5-3: **0.64**

(The coefficient for this method is always 1.0, due to the conversion of any landscaping to effective impervious area.)

3-2 Adjusted unit basin storage volume: **0.70** Inches

(The unit basin storage volume [Item 3-1] is adjusted by applying the MAP adjustment factor [Item 1-8].)

3-3 Required Capture Volume (in cubic feet): **15,852** Cubic feet

(The adjusted unit basin sizing volume [Item 3-2] is multiplied by the DMA EIA [Item 2-4] and converted to cubic feet)

4.0 Calculate the Duration of the Rain Event

4-1 Rainfall intensity **0.2** Inches per hour
4-2 Divide Item 3-2 by Item 4-1 **3.51** Hours of Rain Event Duration

5.0 Preliminary Estimate of Surface Area of Treatment Measure

5-1 4% of DMA EIA (Item 2-4) **10,849** Square feet 4.0% of Drainage Management Area
5-2 Area 25% smaller than Item 5-1 (i.e., 3% of DMA EIA) **8,137** Square feet
5-3 Volume of treated runoff for area in Item 5-2 **11,889** Cubic feet (Item 5-2 * 5 inches per hour * 1/12 * Item 4-2)

6.0 Initial Adjustment of Depth of Surface Ponding Area

6-1 Subtract Item 5-3 from Item 3-3 **3,963** Cubic feet (Amount of runoff to be stored in ponding area)
6-2 Divide Item 6-1 by Item 5-2 **0.49** Feet (Depth of stored runoff in surface ponding area)
6-3 Convert Item 6-2 from feet to inches **5.84** Inches (Depth of stored runoff in surface ponding area)
6-4 If ponding depth in Item 6-3 meets your target depth (recommend 6"), skip to Item 8-1. If not, continue to Step 7-1.
(Note: Overflow outlet elevation should be set based on the calculated ponding depth.)

7.0 Optimize Size of Treatment Measure

7-1 Enter an area larger than Item 5-2	6500	Sq.ft. (enter larger area if you need less ponding depth.)
7-2 Volume of treated runoff for area in Item 7-1	9,498	Cubic feet (Item 7-1 * 5 inches per hour * 1/12 * Item 4-2)
7-3 Subtract Item 7-2 from Item 3-3	6,354	Cubic feet (Amount of runoff to be stored in ponding area)
7-4 Divide Item 7-3 by Item 7-1	0.98	Feet (Depth of stored runoff in surface ponding area)
7-5 Convert Item 7-4 from ft. to inches	11.73	Inches (Depth of stored runoff in surface ponding area)
7-6 If the ponding depth in Item 7-5 meets target, stop here. If not, repeat Steps 7-1 through 7-5 until you obtain target depth. (Note: Overflow outlet elevation should be set based on the calculated ponding depth.)		

8.0 Surface Area of Treatment Measure for DMA

8-1 Final surface area of treatment	6,500	Square feet (Either Item 5-2 or final amount in Item 7-1)
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**ATTACHMENT IV - PRELIMINARY TIMELINE
BUDGET WITH COST BREAKDOWN TABLE**

ATTACHMENT IV - PRELIMINARY TIMELINE AND BUDGET WITH COST BREAKDOWN TABLE

Addison Avenue SRTS and Green Streets Infrastructure Project

Estimated Construction Cost Breakdown

Construction Element	SRTS/GI/Both	Quantity	Unit	Unit Cost	Cost	GI/Both Cost	SRTS/Both Cost	Percent GI Cost	Percent SRTS Cost
Concrete Removal (sidewalk)	SRTS	1212.4	SF	\$5	\$6,062	\$0	\$6,062	47%	53%
Concrete Removal (curb and gutter)	BOTH	191.47	LF	\$10	\$1,915	\$957	\$957		
Permeable Concrete (sidewalk)	BOTH	18953.65	SF	\$20	\$379,073	\$189,537	\$189,537		
Minor Concrete (curb and gutter)	BOTH	3168.95	LF	\$75	\$237,671	\$118,836	\$118,836		
Minor Concrete (curb ramp)	SRTS	14	EA	\$7,000	\$98,000	\$0	\$98,000		
Modify Existing Storm Drain System	GI	1	EA	\$5,000	\$5,000	\$5,000	\$0		
Stormwater Facility Soil Excavation	GI	680	CY	\$25	\$17,000	\$17,000	\$0		
Stormwater Facility Soil Import and Prep (with underdrain)	GI	680	CY	\$100	\$68,000	\$68,000	\$0		
Landscape Area Soil Import and Prep	GI	8	CY	\$35	\$280	\$280	\$0		
1 gallon plants	GI	1600	EA	\$40	\$64,000	\$64,000	\$0		
Irrigation	GI	7400	SF	\$2	\$14,800	\$14,800	\$0		
AC Milling and Off-Haul (2" depth)	SRTS	390	CY	\$50	\$19,500	\$0	\$19,500		
HMA Overlay (2" depth)	SRTS	790	TON	\$130	\$102,700	\$0	\$102,700		
Signing and Striping	SRTS	3	LS	\$1,500	\$4,500	\$0	\$4,500		
Interpretive Signs	BOTH	2	EA	\$500	\$1,000	\$500	\$500		
Contingency	BOTH				\$101,950	\$47,891	\$50,975		
Total					\$1,121,451	\$526,800	\$591,567		

SUMMARY OF PROJECT COSTS

Category	Cost
Construction (See Table above)	\$1,122,000
Planning and Design (20% of Construction)	\$224,000.00
Construction Administration (15% of Construction)	\$168,300.00
TOTAL PROJECT COST	\$1,514,300

PROJECT SCHEDULE

TASK	BEGIN DATE	END DATE
Execute Funding Agreement	12/14/2017	4/1/2018
Select Design Consultant	4/2/2018	6/1/2018
Prepare Plans, Specifications, and Estimate	6/4/2018	12/20/2018
Bidding and Construction Award	12/21/2018	2/21/2019
Construction	2/22/2019	8/15/2019
Request for Reimbursement	9/15/2019	-

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AND
THE CITY OF EAST PALO ALTO.**

WHEREAS, C/CAG adopted Resolution 17-63 at its December 14, 2017 meeting authorizing the C/CAG Chair to execute funding agreements with ten member agencies, including the Cities/Towns of Brisbane, Colma, Daly City, East Palo Alto, Half Moon Bay, Menlo Park, Millbrae, Pacifica, Redwood City and the County of San Mateo for Safe Routes to School and Green Streets Infrastructure Pilot Projects; and

WHEREAS, C/CAG and City of East Palo Alto (hereinafter "City") executed an Agreement on May 17, 2018, stipulating funds in an amount not-to-exceed \$250,000 to fund construction costs for the East Palo Alto Safe Routes to School and Green Street Project; and

WHEREAS, the Agreement terminates on June 30, 2020; and

WHEREAS, the City requires additional time to construct the pilot project; and

WHEREAS, C/CAG and City desire to amend the Agreement as set forth herein.


IT IS HEREBY AGREED by C/CAG and City as follows:

1. Section 3 of the Agreement is revised to reflect a new contract termination date of June 30, 2021; and
2. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.
3. This amendment shall take effect upon on full execution by both parties.

City/County Association of Governments (C/CAG)

City of East Palo Alto


Sandy Wong, C/CAG Executive Director

Humza Javed 
By _____
Title: City Engineer

Date: 5/7/2020

Date: 4/30/2020

Approved as to form:



Legal Counsel for C/CAG

AMENDMENT (NO.2) TO THE AGREEMENT BETWEEN THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AND THE CITY OF EAST PALO ALTO.

WHEREAS, the Board of Directors of the City/County Association of Governments for San Mateo County (hereinafter referred to as "C/CAG") and the City of East Palo Alto (hereinafter referred to as "City") are parties to an agreement for the Addison Avenue Safe Routes to School and Green Streets Infrastructure Pilot Project, dated May 17, 2018 (the "Agreement"); and

WHEREAS, the Agreement had an initial termination date of June 30, 2020 and not-to-exceed amount of \$250,000; and

WHEREAS, the City and C/CAG executed Amendment No. 1 to the Agreement to extend the contract term to June 30, 2021 for no additional cost; and

WHEREAS, the City and C/CAG now wish to further extend the Agreement through June 30, 2022 for no additional cost; and

WHEREAS, C/CAG and the City desire to amend the Agreement as set forth herein.

IT IS HEREBY AGREED by C/CAG and the City as follows:

1. Section 3 of the Agreement is revised to reflect a new contract termination date of June 30, 2022.
2. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.
3. This amendment shall take effect upon on full execution by both parties.

City/County Association of Governments
(C/CAG)



Marie Chuang, C/CAG Chair


Date: _____

Approved as to form:



Legal Counsel for C/CAG

City of East Palo Alto
(City)



By Humza Javed
Title: Acting Public Works Director

Date: 6/20/21