

**FUNDING AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
AND THE COUNTY OF SAN MATEO**

This Agreement entered this \_\_\_\_ Day of \_\_\_\_ 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 County of San Mateo, the "COUNTY".

**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 COUNTY submitted a grant proposal that was approved for funding by the C/CAG Board via Resolution 17-63; 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 the COUNTY.** In consideration of the payments hereinafter set forth, the COUNTY 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 COUNTY building the PROJECT in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, C/CAG shall make payments to COUNTY for work completed as described in Exhibit A, in a total amount not to exceed two hundred and fifty thousand (\$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 COUNTY 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 versus 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.

Payments from C/CAG to the COUNTY will be issued within 30 (thirty) days of Reimbursement Requests.

As shown in Exhibit A, total PROJECT construction cost is \$317,922. C/CAG's payments to the County shall not exceed \$250,000. The COUNTY's contribution to the project is \$67,922 which is greater than 15% of the total project cost and meets the local match requirement.

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 COUNTY. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, COUNTY 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.

The COUNTY may terminate this Agreement at any time without a requirement of good cause, upon thirty (30) days' advance written notice to C/CAG. The COUNTY may terminate this agreement for cause by giving C/CAG notice of the alleged breach. C/CAG shall have five business days after receipt of notice to cure the breach. If C/CAG fails to cure the breach after five days, the COUNTY may immediately terminate this Agreement without further action.

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 COUNTY 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 COUNTY 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 COUNTY was competitively selected to receive grant funding. COUNTY 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. To prevent delay or increased costs, C/CAG will provide its concurrence or disapproval of project design documents within 21 days of receipt from the COUNTY.
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, COUNTY 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 COUNTY'S ability to receive future grant funding from C/CAG for this PROJECT.
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.** COUNTY 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.** COUNTY 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 COUNTY or its agents, officers, or employees relating to this Agreement. C/CAG shall indemnify and save harmless the COUNTY, its agents, officers and employees from all claims, suits, or actions resulting from willful misconduct or negligence of C/CAG 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.** COUNTY or its subcontractors performing the services on behalf of COUNTY shall not commence work under this Agreement until all insurance required under this section has been obtained. COUNTY shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the COUNTY'S coverage to include the contractual liability assumed by COUNTY 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 COUNTY shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: COUNTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect COUNTY, 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 COUNTY 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 COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. COUNTY 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: Sara Muse, Transportation Planner & Programs Specialist  
City/County Association of Governments of San Mateo County  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

COUNTY:       Breann Liebermann  
Office of Sustainability  
455 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

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


**COUNTY OF SAN MATEO**

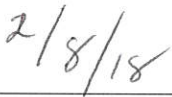
By \_\_\_\_\_

\_\_\_\_\_  
Date

By \_\_\_\_\_  
County Counsel

**CITY/County Association of Governments (C/CAG)**

By \_\_\_\_\_  
Alicia C. Aguirre  
C/CAG Chair

  
\_\_\_\_\_  
Date

C/CAG Legal Counsel

By \_\_\_\_\_  
Niraj Erickson, C/CAG Counsel

## **EXHIBIT A**

### **SCOPE OF WORK**

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

Jurisdiction: San Mateo County

Project Title: Fair Oaks Community School Green Infrastructure and SRTS Improvements

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

The project is located at Fair Oaks Community School in unincorporated San Mateo County in North Fair Oaks. Project improvements include:

- A biotreatment area and pedestrian improvements at the corner of Oakside Avenue and Fair Oaks Avenue, and
- Pedestrian improvements at a mid-block crossing on Oakside Avenue.

Location 1: The proposed improvement at the intersection of Oakside Avenue and Fair Oaks Avenue upgrades an existing crosswalk to a high visibility ladder-style crosswalk, improving visibility of pedestrians and slowing vehicle traffic through the intersection. The County proposes to relocate the biotreatment areas behind the sidewalk to minimize ponding at the crosswalk. Stormwater will infiltrate the surrounding areas below the playground. During heavy storms water will flow to the roadway after the pond fills up. The biotreatment area is ideally located here as it will not remove any parking or block any driveways. The crosswalk will be restriped.

Location 2: The proposed improvement on Oakside Avenue relocates an existing mid-block crosswalk that currently feeds directly into the school's driveway. Improvements also include installation of a pedestrian activated flashing LEDs bordering a pedestrian sign to alert drivers when pedestrians are using the crosswalk, advance yield teeth to decrease vehicle encroachment into the crosswalk, and installation of ADA curb ramps. This project proposes not to remove street parking, as North Fair Oaks has very limited street parking. Therefore, the County proposes to place the stormwater treatment facility at Location 1, further downstream of this location. Pedestrian improvements will be made at this location. Currently, the crosswalk is located in the school's driveway, which has high volumes of traffic after school and is sometimes blocked by parked cars. The crosswalk and existing ramp will be relocated approximately ten feet away from the current location. We are proposing to add an ADA ramp and RRFB lighted signs with a pedestrian button. A water valve will also be relocated, as it is currently where the new ADA ramp will be installed.

The project includes educational signage in English and Spanish on stormwater management/SRTS goals. A sign will be installed at the bioretention area explaining these goals.

County Road Maintenance can provide maintenance for the biotreatment areas as part of their routine maintenance and vegetation management efforts. The County has developed resources for County staff to operate and maintain green infrastructure features at County sites, including maintenance and inspection checklists of bioretention areas.

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

1. Project Area Map
2. Project Concept
3. Drainage Areas
4. Preliminary Timeline and Budget





# Student Distribution and Walking Distances

## Fair Oaks Elementary School

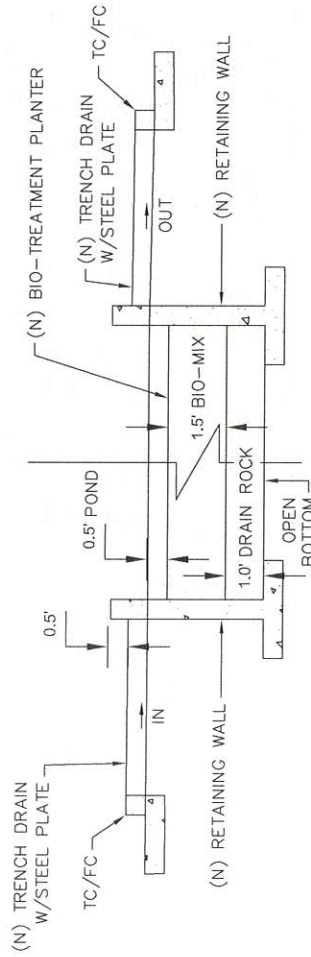
Redwood City School District



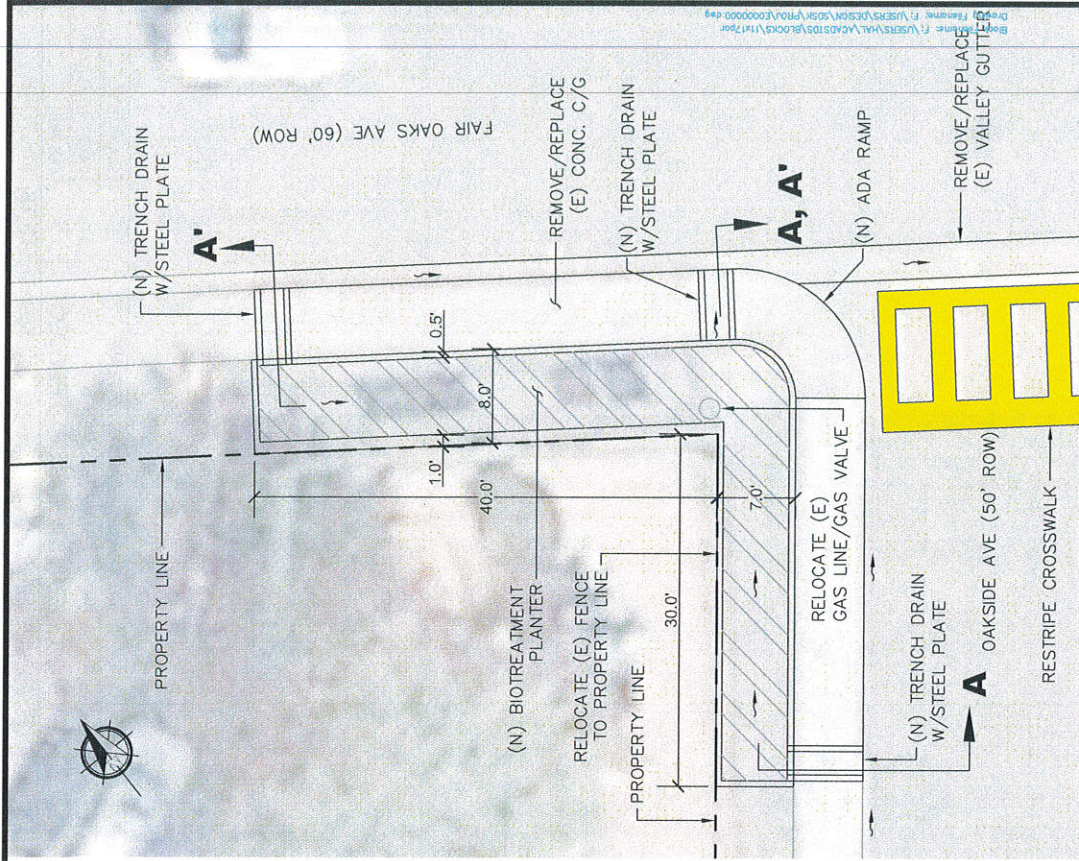








**SECTION A-A**  
**SECTION A'-A'**



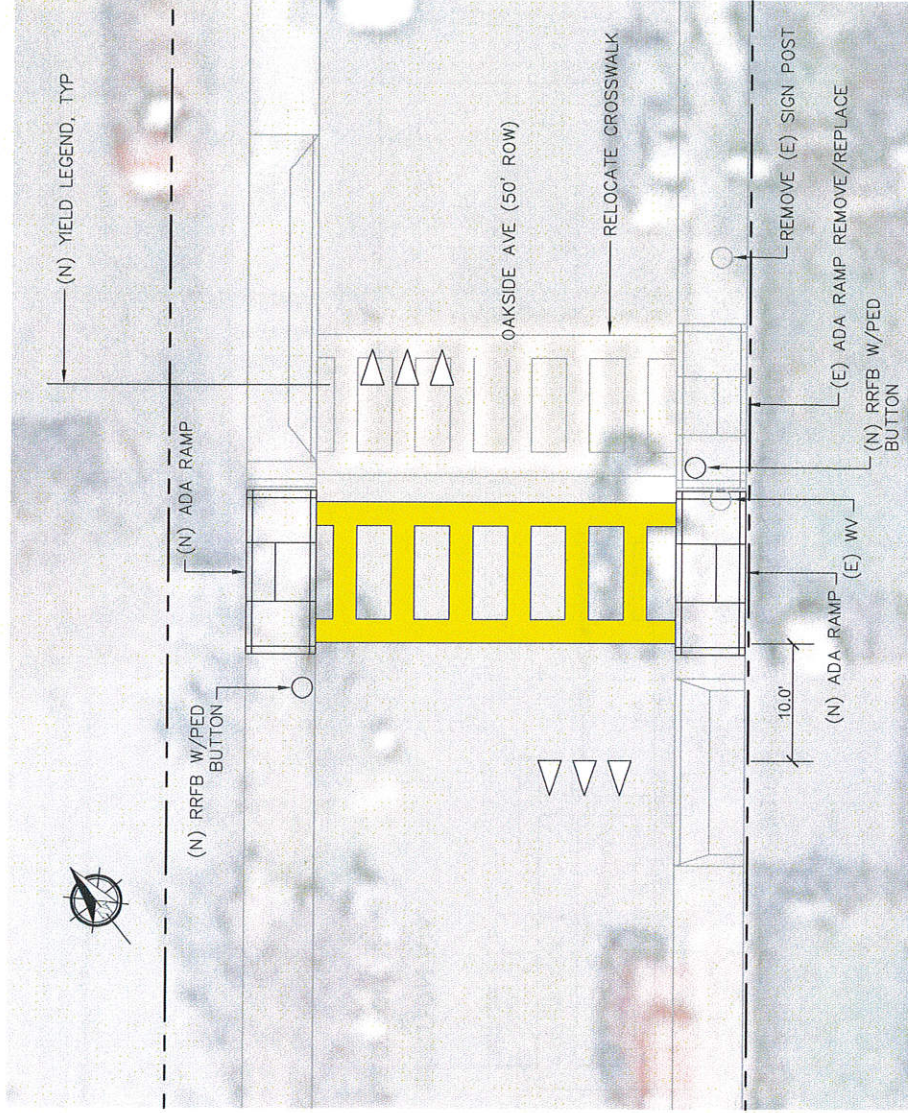
DESIGNED BY: DS/AV  
CHECKED BY: DS  
DRAWN BY: AV

FAIR OAKS AVE AND OAKSIDE AVE  
BIO-TREATMENT PLANTER AND X-WALK RELOCATION  
GREEN STREETS SRPS PROJECT

SCALE: 1:10  
DATE: 10/11/17  
FILE NO:

JIM PORTER, DIRECTOR OF PUBLIC WORKS  
SAN MATEO COUNTY  
555 COUNTY CENTER, 5TH FLOOR  
REDWOOD CITY, CALIFORNIA 94063-1665





DESIGNED BY: DS/AV  
 CHECKED BY: DS  
 DRAWN BY: AV

FAIR OAKS AVE AND OAKSIDE AVE  
 X-WALK RELOCATION

**GREEN STREETS SRTS PROJECT**

JIM PORTER, DIRECTOR OF PUBLIC WORKS  
 SAN MATEO COUNTY  
 555 COUNTY CENTER, 5TH FLOOR  
 REDWOOD CITY, CALIFORNIA 94063-1665

SCALE: 1"=10'  
 DATE: 10/11/17  
 FILE NO:

Block Name: F:\USERS\YAL\ACAD\TDS\LA\000000.dwg  
 Drawing Name: F:\USERS\YAL\ACAD\TDS\LA\000000.dwg





Map of drainage areas contributing flows to the biotreatment area.

Direction of stormwater flow in existing concrete gutters.



Approximate area of watershed being treated.



