

Administrative Report

DISCUSSION ITEM

TO:

HONORABLE CITY COUNCIL

FROM:

James Vega, City Manager

Greg Grant, Public Works Director/ City Engineer

DATE REPORT

PREPARED:

November 2, 2020

MEETING DATE: November 10, 2020

SUBJECT:

Active Transportation Program (ATP) Project - Maricopa Highway

Demonstration Project

Recommendations

That City Council:

Receive a report and presentation on the Active Transportation Program (ATP) Project Maricopa Highway Demonstration Project; and

Adopt a resolution supporting the ATP Demonstration project, approving a Memorandum of Understanding between the City of Ojai and the Southern California Association of Governments regarding the Active Transportation Demonstration Project, and authorizing the City Manager to extend the ATP Demonstration project as necessary to overlap the full reopening of the Nordhoff High School to full in-person session and modify the design as needed to improve operation and other measures necessary to carry out the Demonstration Project.

Discussion

City Council requested a demonstration of the Maricopa Highway lane reduction and related pedestrian and bike improvements portion of the ATP Project at its December 11, 2018 meeting. Staff secured a grant funding the demonstration from the Southern California Association of Governments (SCAG) in April 2019. This report provides an update of the Demonstration Project and related issues. A brief presentation highlighting the demonstration project will be provided at the November 10 City Council meeting.

Background:

On January 13, 2015, the City Council authorized a resolution of support for the Active Transportation Program (ATP) Project, soon after the City successfully secured the grant. On December 13, 2016, the City Council reviewed the concept design. On January 22, 2019, City Council affirmed the design and priorities, following substantial outreach efforts (Attachment D). On June 11, 2019 City Council authorized a contract with Alta Planning and Design to prepare design documents necessary to secure a Caltrans permit for construction of the ATP Project in 2021-22. The 35 percent design and cost estimate were reviewed by Council on February 11, 2020. The 60 percent design and cost estimate were reviewed by Council on June 9, 2020. As requested by Council, the City obtained grant funding for a demonstration of the Maricopa Highway lane reduction, and is now ready to proceed with the demonstration. Further details of the demonstration are provided below.

Staff requested an extension of the permanent project funding to assure the potentially longer case demonstration necessary if High School does not return to normal until Fall of 2021, plus the time necessary to incorporate any Council directed changes to the design can be completed.

The planned review of the permanent ATP project design and cost estimate are being delayed to allow for assessment of the demonstration project and potential incorporation of any lessons learned into the final design. This also allows an opportunity for staff to pursue additional grant funding.

As discussed previously, the demonstration project and permanent design effort does not commit the City to construction of the project. That would occur, at the sole discretion of the Council, when the City is ready to award a construction contract, in 2022 or later (see schedule below).

Demonstration Project:

A demonstration of the Maricopa Highway lane reduction is widely recognized as the best approach to "test drive" the lane reduction and related pedestrian and bike improvements. A demonstration of the lane reduction concept with parking protected bike lanes and curb extensions has been permitted through a SCAG administered grant for \$430,000. The demonstration plans and are included as attachments A. For a larger/zoom able version go to the City's web page and open the "Public Works Department" pulldown tab, and the pulldown menu has a "Go Ojai Demonstration Project" link, or follow the link under the Public Works Department webpage, under ATP Project. Or contact the Public Works Department at 805-646-5581, extension 200 and request a pdf copy. The demonstration implementation schedule is included as attachment B.

The demonstration will use temporary features such as delineators, paint and planters to simulate the proposed final design. There will be no permanent curbing, planter, etc. The demonstration will continue for at least six months. If Nordhoff High School is not back in full in-person session by then with a reasonable overlap to enable testing of peak start/finish traffic at the school, the demonstration will continue to assure an overlap for months while school is in full session. This may require the demonstration to continue into the fall of 2021. Any lessons learned or improvements desired in the demonstration will be recapped for Council consideration for incorporation into the final design.

The demonstration design is based on the permanent ATP design currently under way by City consultant Alta with review by Caltrans. Any lessons learned or improvements desired in the demonstration will be recapped for Council consideration for incorporation into the final design.

A resolution supporting the ATP Demonstration project and authorizing the City Manager to extend the ATP Demonstration project as necessary to overlap the full reopening of the Nordhoff High School to full in-person session, provide modifications to the design to improve operation, and other measures necessary to carry out the Demonstration Project is included as attachment C.

Schedule:

The following is the overall schedule for the ATP Project with flexibility for unknown Covid-19 impacts:

- Demonstration Project: December 2020 May 2021
- Potential continuation of Demonstration to assure High School is back in full session with related peak start/finish of school traffic: possibly into the fall of 2021
- Incorporation of Council direction to revise Permanent Design with Caltrans: as early as November 2021, as late as April 2022.
- Award of Construction Contract: as early as April 2022, as late as October 2022
- Construction: starting as early as summer/fall 2022, or as late as winter/spring 2023 (approximate 12-month construction period)

Fiscal Impact

The ATP demonstration project is funded by a SCAG Grant, there is no General Fund use.

Prepared by Greg Grant,

Public Works Director/ City Engineer

Submitted by James Vega,

City Manager

Attachments:

A – ATP Demonstration Project Plan

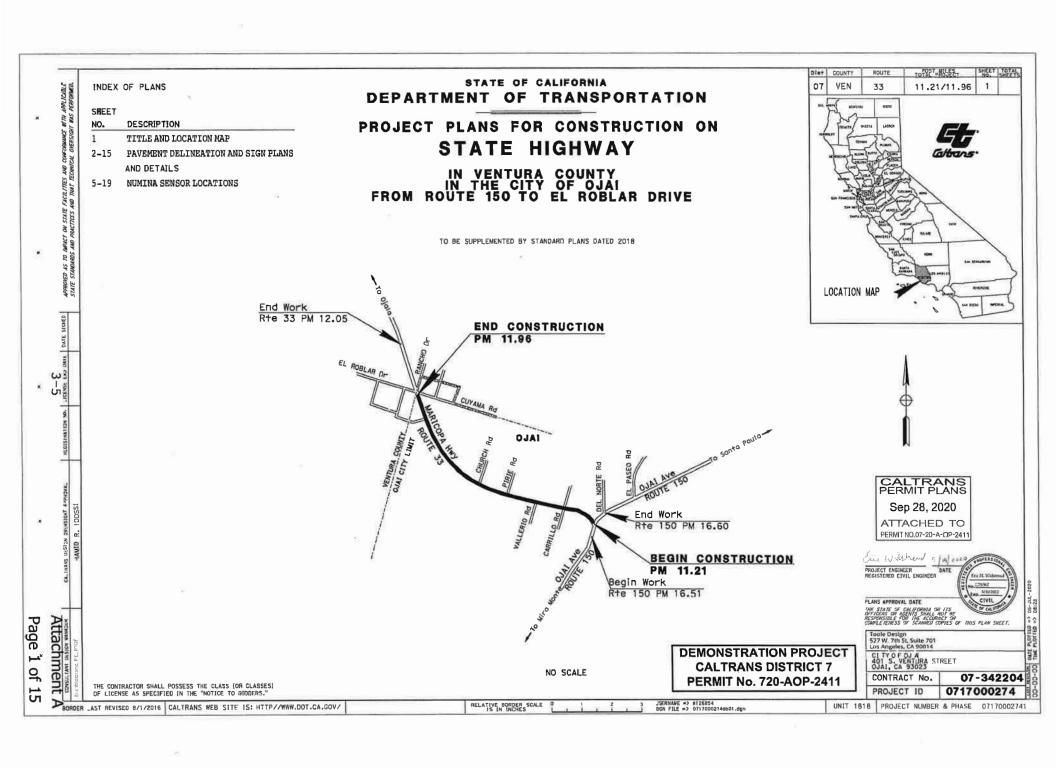
B – ATP Demonstration Project Implementation Plan

C - Resolution 20 - ____, ATP Demonstration

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GENERAL DRAWING NOTES

- GRAY STRIPING INDICATES EXISTING STRIPING ALONG MARICOPA HWY
- 2. RED STRIPING INDICATES EXISTING STRIPING TO BE REMOVED FOR DEMONSTRATION, AND WILL BE PUT BACK IN PLACE AT THE END OF THE DEMONSTRATION
- GREEN CONFLICT ZONE MARKINGS LOCATED AT ALL DRIVEWAYS AND INTERSECTIONS (SEE DETAIL TO THE RIGHT)
- DRIVEWAYS & INTERSECTIONS ARE STANDARDIZED WITH ROUNDED CURB EXTENSIONS. ALL CURB RADII RANGING FROM 15' TO 25'
- FOR PARKING SPACES IN LOCATIONS WITH A CURB RADIUS OF 15', A TANGENT LENGTH OF 20' MIN. WILL BE PROVIDED - FOR LOCATIONS WITH A CURB RADIUS OF 25', A TANGENT LENGTH OF 50' MIN, WILL BE PROVIDED TO ACCOMMODATE NECESSARY SIGHT DISTANCE
- 2' GUTTER IS FROM SURVEY PROVIDED BY PERMANENT PROJECT CONSULTANT, AND FIELD VERIFIED 8/13/2020 BY CITY OF OJAI DEPARTMENT OF PUBLIC WORKS.
- DELINEATORS THAT CONFLICT WITH MANHOLE/SEWER ACCESS TO BE VERIFIED IN-FIELD AND ADJUSTED DURING IMPLEMENTATION AS NECESSARY

MATERIAL SPECIFICATIONS

- BUFFER HATCH: WHITE HOTLINE TRAFFIC PAINT 6" WIDE.
- BIKE LANE/PARKING STRIPING: WHITE HOTLINE TRAFFIC PAINT 6" WIDE (SEE PDF PAGES 24-33)
- CONFLICT ZONE MARKINGS: GREEN HOTLINE TRAFFIC PAINT
- CLOSING TURN LANES: YELLOW HOTLINE TRAFFIC PAINT 6"
- DELINEATORS: ZICLA CYCLE LANE SEPARATOR (SEE PAGES S15-S17 FOR DETAILS)
- PLANTERS IN THE PARKING LANE: ZICLA PLANTER (SEE PAGES \$15-\$17 FOR DETAILS)
- PROJECT INFORMATION BANNERS TO BE ATTACHED TO EXISTING LIGHT POLES WHERE INDICATED ON THE PLAN (SEE PAGES \$18-\$19 FOR SPECIFICATIONS)

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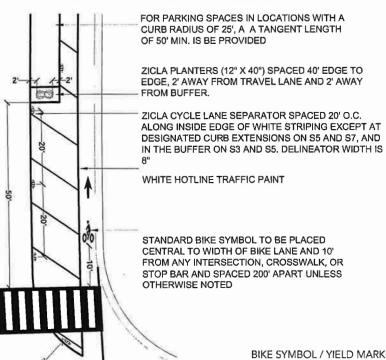
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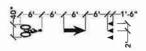
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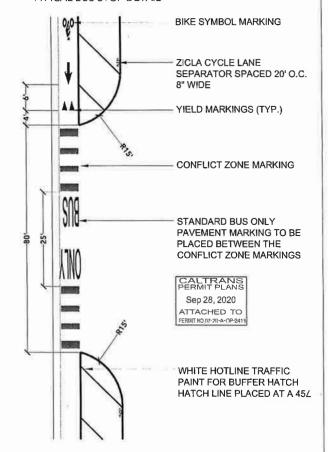
BIKE SYMBOL / YIELD MARKINGS



DIRECTIONAL ARROWS



TYPICAL BUS STOP DETAIL



DEMONSTRATION PROJECT **CALTRANS DISTRICT 7** PERMIT # 720-AOP-2411

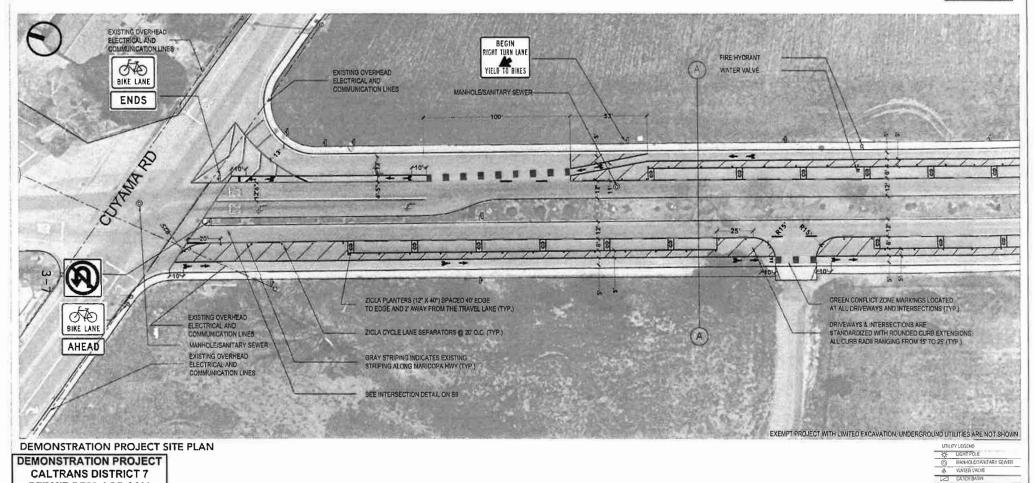


MARICOPA HWY STRIPING PLAN DRAWING TITLE REVIEWS SUBMISSIONS #1 04/07/2020 #4 08/21/2020 (FINAL) #2 04/30/2020

SHEET INDEX PAGE # SHEET DESCRIPTION GENERAL NOTES STRIPING DRAWINGS INTERSECTION DETAIL DRAWINGS S15-PDF PG 33. MATERIAL SPECIFICATIONS



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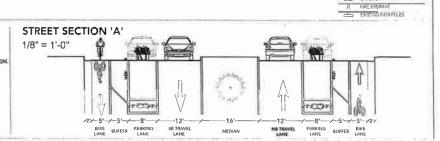
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MARICOPA HWY STRIPING PLAN REVIEWS SUBMISSIONS #1 05/23/2020 #3 57/31/2020

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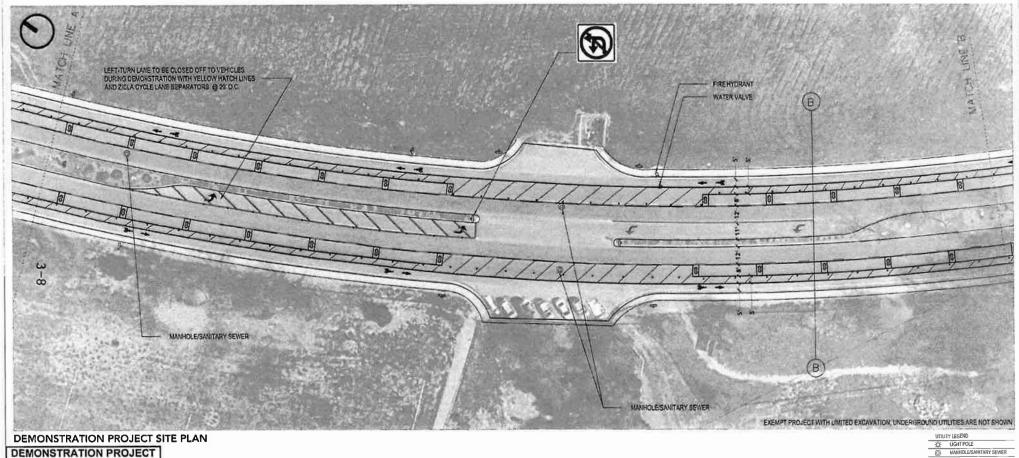
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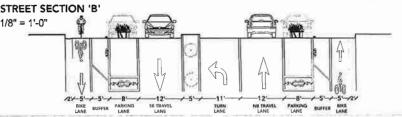
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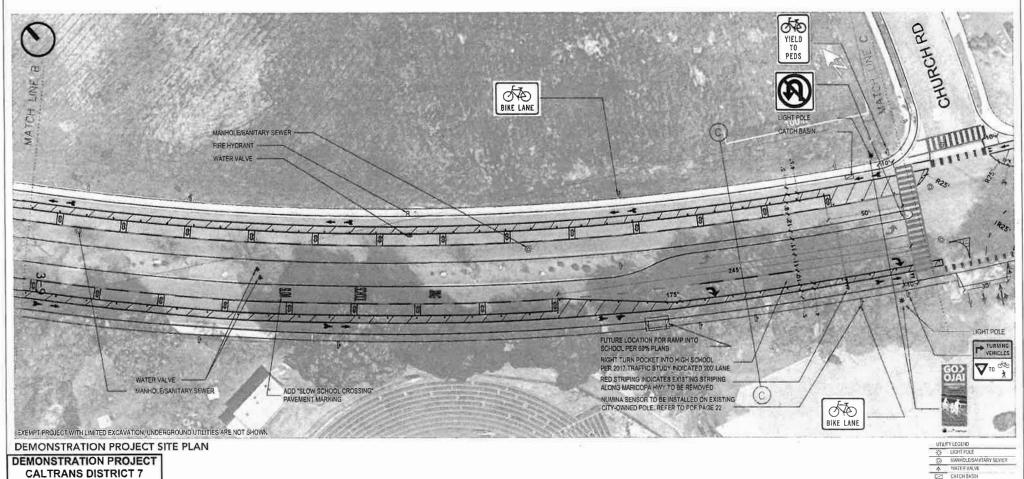
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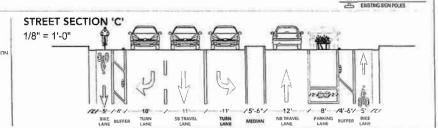
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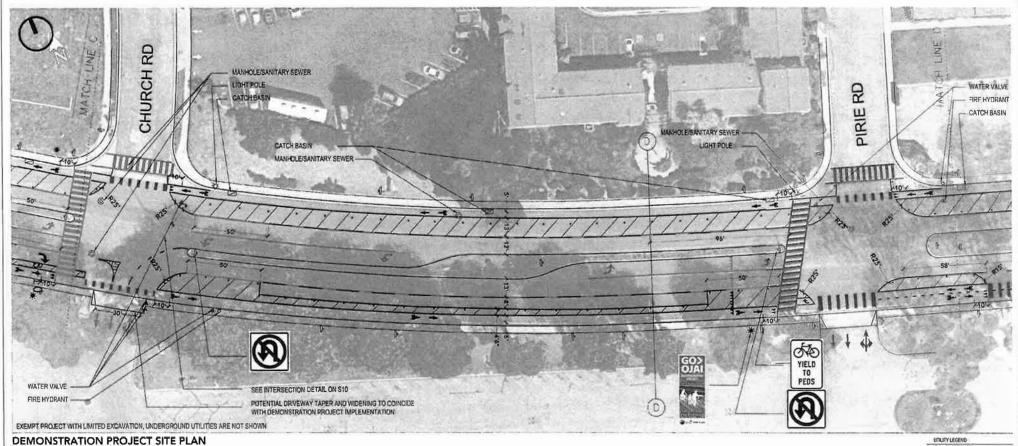
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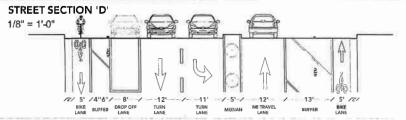
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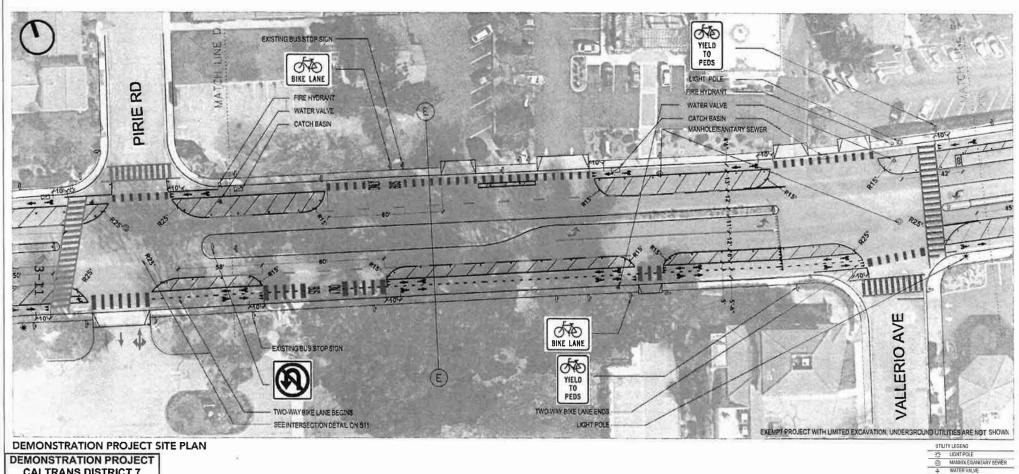
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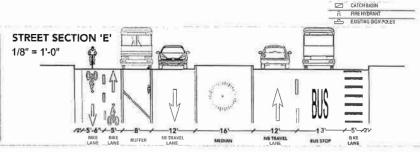
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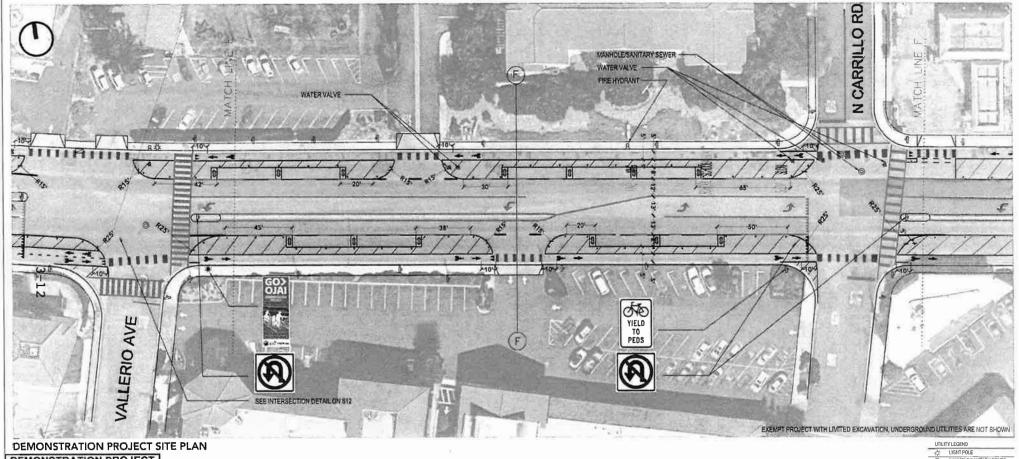
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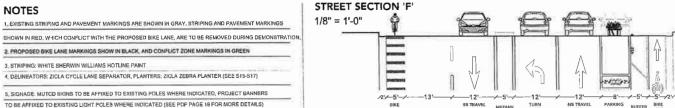
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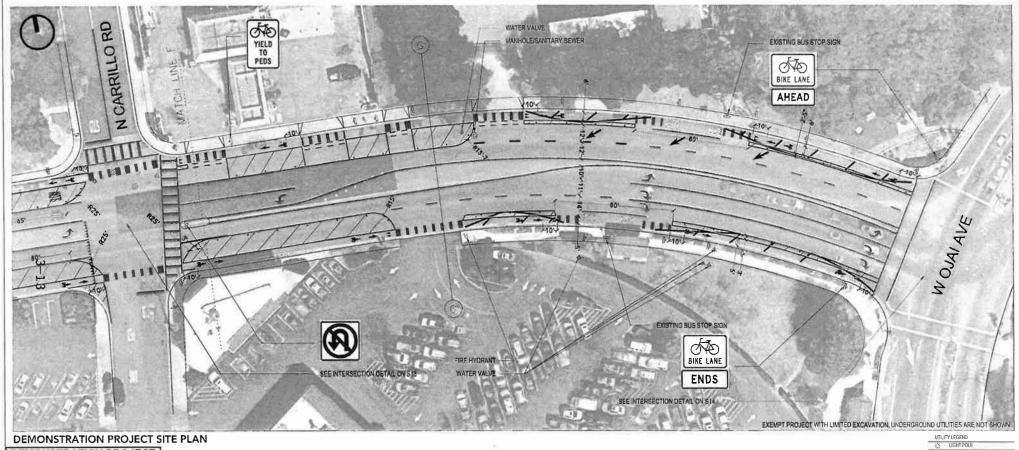
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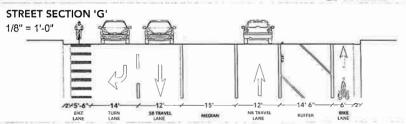
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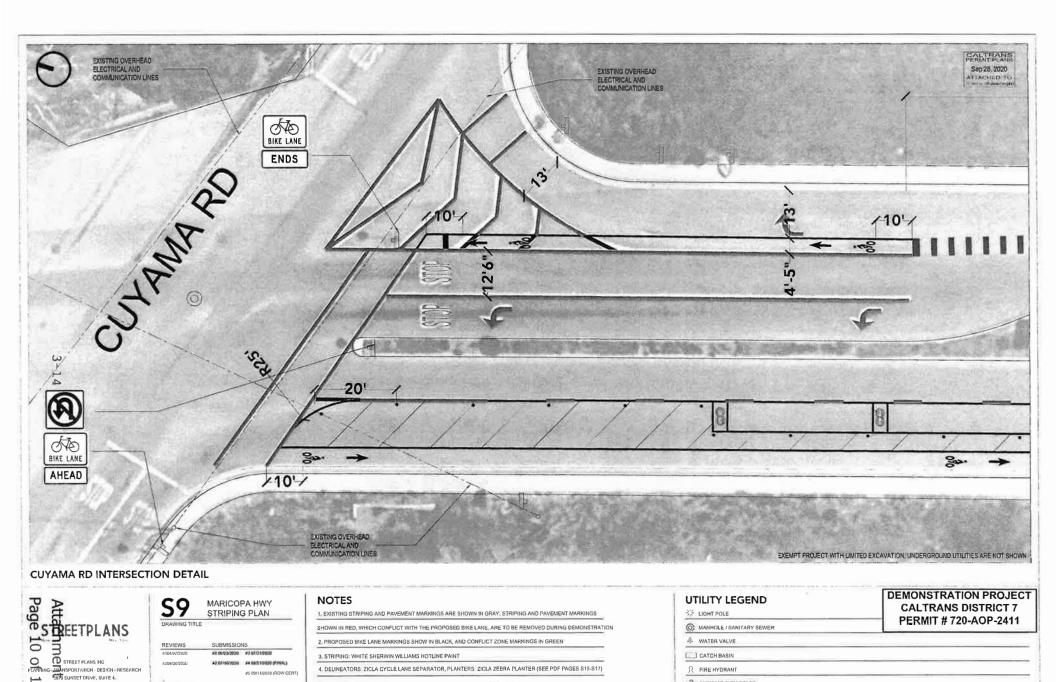
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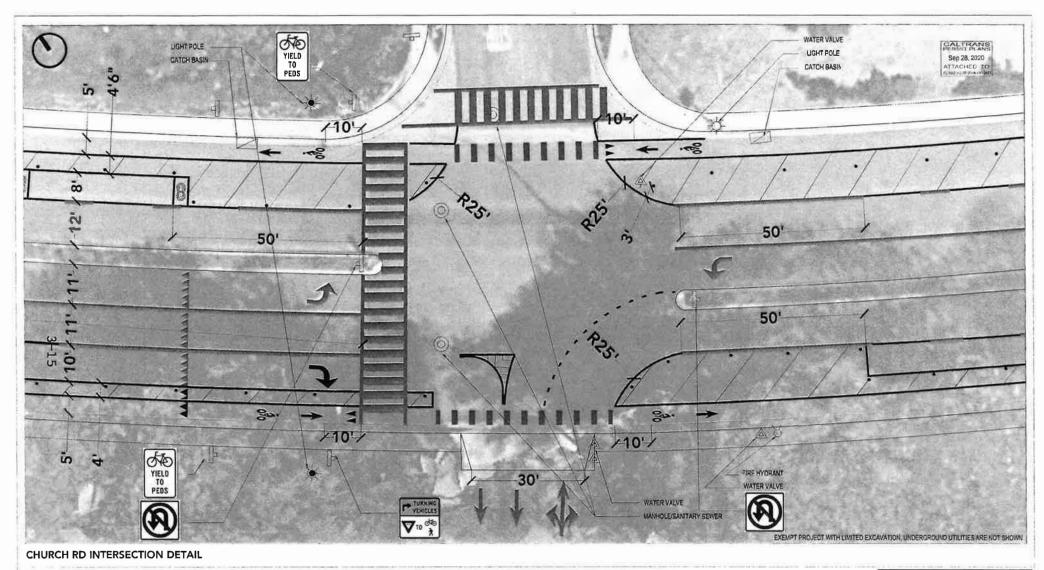
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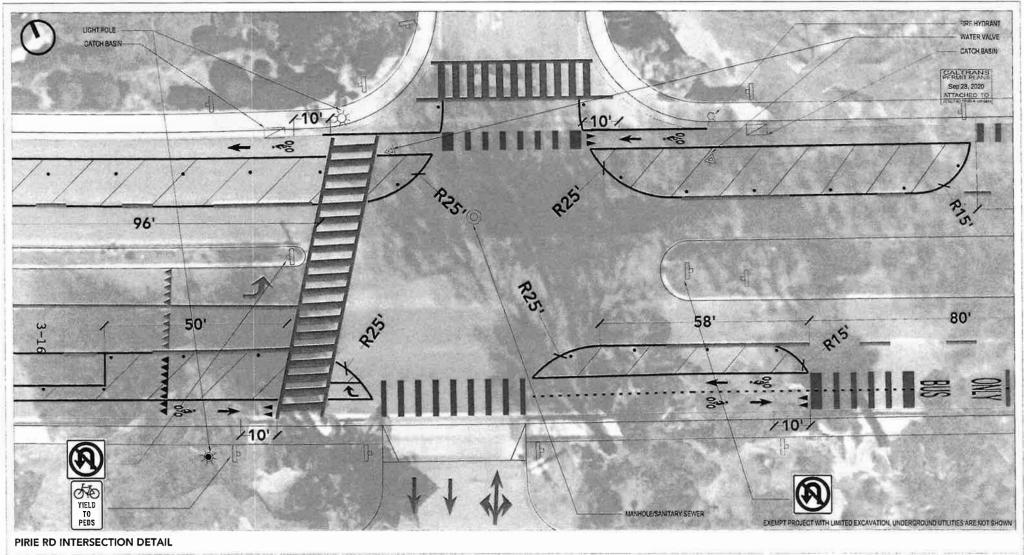




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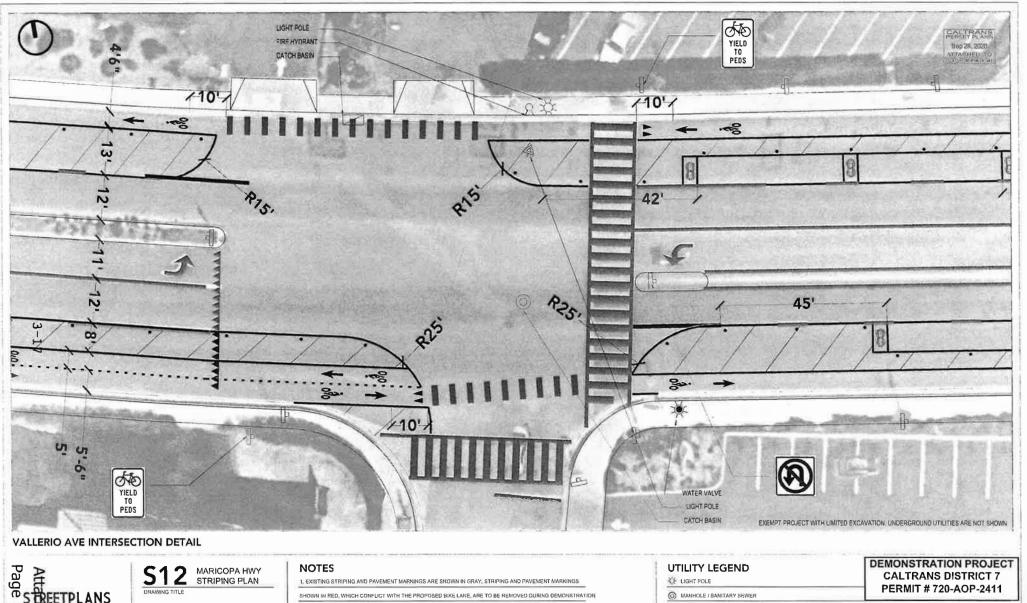
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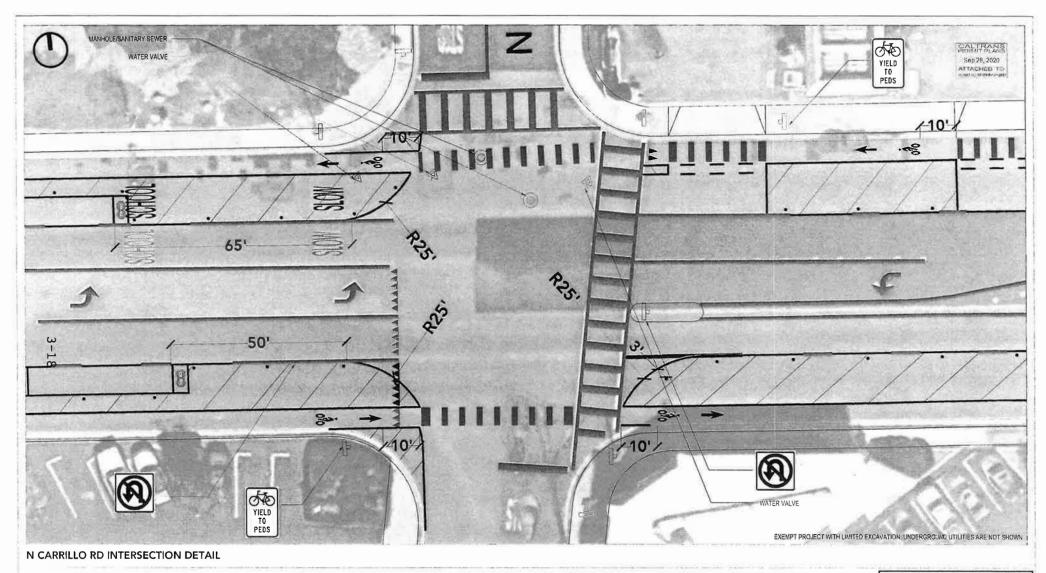
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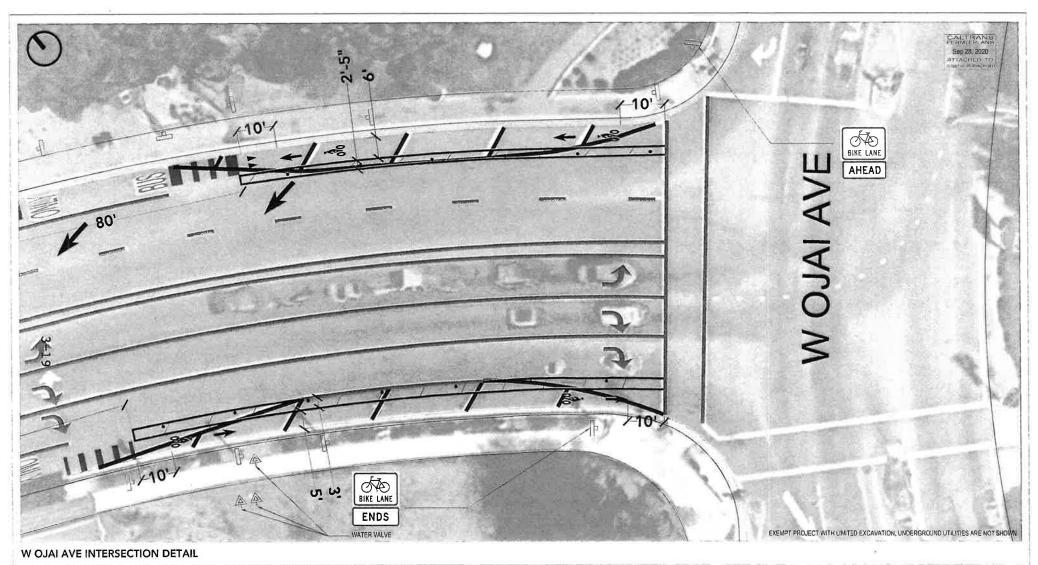
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S14 MARICOPA HWY STRIPING PLAN

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Hole Marking	Hole Marking	Hole Marking			
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	Planter/Delineator Installation		Planter/Delineator Installation	Planter/Delineator Installation	
2			MUTCD Signage Installation		
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Project Signage			Planter Planting	Planter Planting	Planter Planting

Page 2 of 5	Attachment
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Date/Time	Element	Lead	Task	Description	Volunteers Needed (Min.)	Volunteer Captains
BD	Business Notifications (w/ rendering)	City	Print and deliver along corridor			
BD	Banner Installation (Church & Maricopa)	City				-
	No Parking Signs	City	At Ojai Meadows Preserve	send Tony dates, include Tony on call w/ Raj	¥	Ē.
BD	Prepare hardware, cut bolts, etc.	City	Need to be cut by Monday, Tuesday at the latest		•	
londay: Finish Rei	noval, Start New Striping, Start Hole Marking	/Drilling, Install Pro	ect Signage			
AM - 6AM		Total Barricade	Traffic control deployment		-	<u> </u>
:00 AM		SP/City	Chrisp Co. picks up paint, SP helps transport; bring a delineator		-	*
:30 AM		Chrisp Co.	Removal of existing striping	Concurrent w/ striping?		3
:00 AM		SP	Instail project PVC signs		-	
AM - 5PM	1	Chrisp Co.	Laying of new striping & markings	80% done on Monday	=	-0.
2:00 PM		SP	Mark holes for planters & delineators	Start at Block 1 - Cuyama		
2:00 PM		City/Chrisp Co.	Start drilling (not until after striping is done; Chrisp splits crew)	Start at Block 1 - Cuyama	=	#
1:00 PM		SP/City	Start transporting delineators and planters		# 11	Ξ
uesday: Finish Ne	w Striping, Begin Hole Marking/Drilling, Begin	n Planter/Delineato	· Installation, Begin Conflict Zone Painting			
AM - 11AM		Chrisp Co.	Finish new striping & pavement markings			
0:00 AM		SP/City	Captain's volunteer meeting			
9AM - 11AM		Volunteers	Paint conflict zones	Make sure between 3-6pm not doing intersections	-	:=
			Block 1 - Cuyama to Church		4	Irene
			Block 2 - Church to Pirie		4	Aren
			Block 3 - Pirie to Vallerio		4	Dana
		SP	Mark holes for planters and delineators			
			Block 1 - Cuyama to Church		4	Miguel
			Block 2 - Church to Pirie		4	Tony
			Block 3 - Pirie to Vallerio		4	Fred
11AM - 1PM		Volunteers	Paint conflict zones			
			Block 1 - Cuyama to Church	(%)	4	Irene
			Block 2 - Church to Pirie		4	Aren
			Block 3 - Pirie to Vallerio		4	Dana
		SP	Mark holes for planters and delineators			1-
			Block 1 - Cuyama to Church		4	Miguel
			Block 2 - Church to Pirie		4	Tony
			Block 3 - Pirie to Vallerio		4	Fred
BREAK						
2PM - 4PM		Volunteers	Paint conflict zones	Make sure between 3-6pm not doing intersections	SE	20

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			g		
		Block 2 - Church to Pirie		4	Aren
		Block 3 - Pirie to Vallerio		4	Dana
		Block 4 - Vallerio to Carrillo		4	Irene
	SP	Mark holes for planters and delineators			
		Block 3 - Pirie to Vallerio		4	Miguel
		Block 4 - Vallerio to Carrillo		4	Tony
		Block 5 - Carrillo to Ojai		4	Fred
	SP/City	1 '	Start at Block 1, start with planters	2	City Staff + 2
	Chrisp Co.	Drill holes for planters & delineators			
4PM - 6PM	Volunteers	Paint conflict zones			
		Block 3 - Pirie to Vallerio		4	Dana
		Block 4 - Vallerio to Carrillo		4	Irene
		Block 5 - Carrillo to Ojai		4	Aren
	SP	Mark holes for planters and delineators			
		Block 4 - Vallerio to Carrillo		4	Tony + Dana
		Block 5 - Carrillo to Ojai		4	Fred
	SP/City	Install planters & delineators	Add on Block 4, starting with planters	2	City Staff + Miguel + Fred + 2
			Pizitero		oley bean . Iviigaci . I ica . 2
	Chrisp Co.	its (I) notes for planters & delineators	FE		
Wednesday: Finish Hole Marking, Finish Con	·	Urill noles for planters & delineators			
Wednesday: Finish Hole Marking, Finish Cor	flict Zone Painting				
A CARLO STATE OF THE STATE OF T	·	Diffi noles for planters & delineators Captain's volunteer meeting Paint conflict zones	Make sure between 3-6pm not doing intersections		
9:00 AM	offict Zone Painting	Captain's volunteer meeting Paint conflict zones	Make sure between 3-6pm not doing intersections	4	irene
9:00 AM	offict Zone Painting	Captain's volunteer meeting		4	Irene Aren
9:00 AM	offict Zone Painting	Captain's volunteer meeting Paint conflict zones Block 4 - Vallerio to Carrillo Block 5 - Carrillo to Ojal			
9:00 AM	offict Zone Painting SP Volunteers	Captain's volunteer meeting Paint conflict zones Block 4 - Vallerio to Carrillo	doing intersections Make sure between 3-6pm not	4 Same as above	Aren Same as above
9:00 AM 9AM - 11AM	sflict Zone Painting SP Volunteers SP	Captain's volunteer meeting Paint conflict zones Block 4 - Vallerio to Carrillo Block 5 - Carrillo to Ojal Mark holes for planters and delineators Paint conflict zones	doing intersections	4	Aren Same as above
9:00 AM 9AM - 11AM 11AM - 1PM	SP Volunteers SP Volunteers SP Volunteers	Captain's volunteer meeting Paint conflict zones Block 4 - Vallerio to Carrillo Block 5 - Carrillo to Ojal Mark holes for planters and delineators	doing intersections Make sure between 3-6pm not	4 Same as above	Aren Same as above
9:00 AM 9AM - 11AM	SP Volunteers SP Volunteers SP Volunteers	Captain's volunteer meeting Paint conflict zones Block 4 - Vallerio to Carrillo Block 5 - Carrillo to Ojal Mark holes for planters and delineators Paint conflict zones	doing intersections Make sure between 3-6pm not doing intersections Make sure between 3-6pm not	4 Same as above	Aren Same as above Same as above
9:00 AM 9AM - 11AM 11AM - 1PM BREAK	SP Volunteers SP Volunteers SP Volunteers SP Volunteers	Captain's volunteer meeting Paint conflict zones Block 4 - Vallerio to Carrillo Block 5 - Carrillo to Ojal Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators	doing intersections Make sure between 3-6pm not doing intersections	Same as above Same as above	Aren Same as above Same as above
9:00 AM 9AM - 11AM 11AM - 1PM BREAK	SP Volunteers SP Volunteers SP Volunteers Volunteers	Captain's volunteer meeting Paint conflict zones Block 4 - Vallerio to Carrillo Block 5 - Carrillo to Ojal Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones	Make sure between 3-6pm not doing intersections Make sure between 3-6pm not doing intersections Make sure between 3-6pm not doing intersections	Same as above Same as above Same as above Same as above	Aren Same as above Same as above Same as above Same as above
9:00 AM 9AM - 11AM 11AM - 1PM BREAK 2PM - 4PM	SP Volunteers SP Volunteers SP Volunteers SP Volunteers SP Volunteers SP Volunteers	Captain's volunteer meeting Paint conflict zones Block 4 - Vallerio to Carrillo Block 5 - Carrillo to Ojal Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones	Make sure between 3-6pm not doing intersections Make sure between 3-6pm not doing intersections	Same as above	Aren Same as above
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9:00 AM 9AM - 11AM 11AM - 1PM BREAK 2PM - 4PM 4PM - 6PM Thursday: Finish Hole Drilling, Continue Plan	SP Volunteers SP Volunteers	Captain's volunteer meeting Paint conflict zones Block 4 - Vallerio to Carrillo Block 5 - Carrillo to Ojal Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones	Make sure between 3-6pm not doing intersections Make sure between 3-6pm not doing intersections Make sure between 3-6pm not doing intersections	Same as above	Aren Same as above
9:00 AM 9AM - 11AM 11AM - 1PM BREAK 2PM - 4PM 4PM - 6PM Thursday: Finish Hole Drilling, Continue Plan 6AM - 11AM	SP Volunteers SP Volunteers SP Volunteers SP Volunteers SP Volunteers SP Volunteers SP Chrisp Co.	Captain's volunteer meeting Paint conflict zones Block 4 - Vallerio to Carrillo Block 5 - Carrillo to Ojal Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Finish hole drilling	Make sure between 3-6pm not doing intersections Make sure between 3-6pm not doing intersections Make sure between 3-6pm not doing intersections	Same as above	Aren Same as above
9:00 AM 9AM - 11AM 11AM - 1PM BREAK 2PM - 4PM 4PM - 6PM Thursday: Finish Hole Drilling, Continue Plan	SP Volunteers SP Volunteers	Captain's volunteer meeting Paint conflict zones Block 4 - Vallerio to Carrillo Block 5 - Carrillo to Ojal Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones Mark holes for planters and delineators Paint conflict zones	Make sure between 3-6pm not doing intersections Make sure between 3-6pm not doing intersections Make sure between 3-6pm not doing intersections	Same as above	Aren Same as above

		Block 1 - Cuyama to Church	Filter fahric & gravel & soil	15	Irene + Kathy + Dana
		Block 4 - Vallerio to Carrillo		10	Aren + John Lamar + Tony
	SP/City		Picking up where left off Tuesday	6	City Staff + Miguel + Fred + 3
	3F/City	Block 1 - Cuyama to Church			City Staff + Miguel + 1
		Block 4 - Vallerio to Carrillo			Fred + 2
11AM - 1PM	Volunteers	Plant/prep planters	Timor planters mad		ITEU + Z
12/10/- 1/10/	Volunteera	Block 1 - Cuyama to Church	Filter fabric & gravel & soil	15	Irene + Kathy + Dana
		Block 4 - Vallerio to Carrillo		10	Aren + John Lamar + Tony
	SP/City	Install planters & delineators	Thie fabric a graver a son	10	PACEL 1 SOUTH CAMEL 1 TONY
	Street	Block 1 - Cuyama to Church	Finish planters first		City Staff + Miguel + 1
					Fred + 2
I I I I I I I I I I I I I I I I I I I		Block 4 - Vallerio to Carrillo	Fillish planters lirst		Fred + Z
	Tu-ti-st-				
2PM - 4PM	Volunteers	Plant/prep planters	Filher faller a granula and	45	I
		Block 1 - Cuyama to Church		15	Irene + Kathy + Dana
		Block 4 - Vallerio to Carrillo		10	Aren + John Lamar + Tony
	SP/City	Install planters & delineators	Move onto delineators	6	City Staff + Miguel + Fred + 3
4PM - 6PM	Volunteers	Plant/prep planters			
		Block 1 - Cuyama to Church		15	Irene + Kathy + Dana
		Block 4 - Vallerio to Carrillo		10	Aren + John Lamar + Tony
	SP/City	Install planters & delineators	Continue with delineators	6	City Staff + Miguel + Fred + 3
riday: Finish Planter/Delineator Installation,	, Continue Planter Prep/Planting				
9:00 AM					
NO AIN	SP	Captain's volunteer meeting			
9AM - 11AM	SP Volunteers	Plant/prep planters			
- (max (2-40.7))			Continue planting	15	Irene + Kathy + Dana
- (max (2-40.7))		Plant/prep planters		15 10	Irene + Kathy + Dana Aren + John Lamar + Tony
- (max (2-40.7))		Plant/prep planters Block 1 - Cuyama to Church			Aren + John Lamar + Tony
	Volunteers	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo	Continue planting	10	Aren + John Lamar + Tony
9AM - 11AM	Volunteers SP/City	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators	Continue planting Continue with delineators	10	Aren + John Lamar + Tony
9AM - 11AM	Volunteers SP/City	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters	Continue planting Continue with delineators Continue planting	10 6	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3
9AM - 11AM	Volunteers SP/City	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerlo to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church	Continue planting Continue with delineators Continue planting	10 6	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony
9AM - 11AM 11AM - 1PM	Volunteers SP/City Volunteers	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo	Continue planting Continue with delineators Continue planting Continue planting	10 6 15 10	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony
9AM - 11AM	Volunteers SP/City Volunteers	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators	Continue planting Continue with delineators Continue planting Continue planting	10 6 15 10	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony
9AM - 11AM 11AM - 1PM BREAK	SP/City Volunteers SP/City	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters	Continue planting Continue with delineators Continue planting Continue planting Continue with delineators	10 6 15 10	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3
9AM - 11AM 11AM - 1PM BREAK	SP/City Volunteers SP/City	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church	Continue planting Continue with delineators Continue planting Continue planting Continue with delineators Continue with delineators	10 6 15 10 6	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3
9AM - 11AM 11AM - 1PM BREAK	SP/City Volunteers SP/City Volunteers Volunteers	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerlo to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo	Continue planting Continue with delineators Continue planting Continue planting Continue with delineators Continue with delineators Continue planting Continue planting	10 6 15 10 6	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony
9AM - 11AM 11AM - 1PM BREAK 2PM - 4PM	SP/City Volunteers SP/City Volunteers SP/City Volunteers	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerlo to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators	Continue planting Continue with delineators Continue planting Continue planting Continue with delineators Continue with delineators	10 6 15 10 6	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony
9AM - 11AM 11AM - 1PM BREAK	SP/City Volunteers SP/City Volunteers Volunteers	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerlo to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Plant/prep planters	Continue planting Continue with delineators Continue planting Continue planting Continue with delineators Continue with delineators Continue planting Continue planting Continue planting Continue with delineators	10 6 15 10 6 15 10 6	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3
9AM - 11AM 11AM - 1PM BREAK 2PM - 4PM	SP/City Volunteers SP/City Volunteers SP/City Volunteers	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerlo to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 1 - Cuyama to Church	Continue planting Continue with delineators Continue planting Continue planting Continue with delineators Continue planting	10 6 15 10 6 15 10 6	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3
9AM - 11AM 11AM - 1PM BREAK 2PM - 4PM	SP/City Volunteers SP/City Volunteers SP/City Volunteers SP/City Volunteers	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerlo to Carrillo install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo	Continue planting Continue with delineators Continue planting Continue planting Continue with delineators Continue planting Continue planting Continue planting Continue planting Continue with delineators Continue planting Continue planting Continue planting Continue planting	10 6 15 10 6 15 10 6	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony
9AM - 11AM 11AM - 1PM BREAK 2PM - 4PM 4PM - 6PM	SP/City Volunteers SP/City Volunteers SP/City Volunteers SP/City Volunteers	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerlo to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 1 - Cuyama to Church	Continue planting Continue with delineators Continue planting Continue planting Continue with delineators Continue planting	10 6 15 10 6 15 10 6	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony
9AM - 11AM 11AM - 1PM BREAK 2PM - 4PM	SP/City Volunteers SP/City Volunteers SP/City Volunteers SP/City Volunteers	Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerlo to Carrillo install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo Install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo install planters & delineators Plant/prep planters Block 1 - Cuyama to Church Block 4 - Vallerio to Carrillo	Continue planting Continue with delineators Continue planting Continue planting Continue with delineators Continue planting Continue planting Continue planting Continue planting Continue with delineators Continue planting Continue planting Continue planting Continue planting	10 6 15 10 6 15 10 6	Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3 Irene + Kathy + Dana Aren + John Lamar + Tony City Staff + Miguel + Fred + 3

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11AM - 1PM	Volunteers	Plant/prep planters	
BREAK			
2PM - 4PM	Volunteers	Plant/prep planters	
4PM - 6PM	Volunteers	Plant/prep planters	

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City of Ojai RESOLUTION NO. 20-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI SUPPORTING THE MARICOPA HIGHWAY DEMONSTRATION PROJECT AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OJAI AND THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNEMNTS REGARDING THE "GO OJAI" ACTIVE TRANSPORTATION DEMONSTRATION PROJECT

WHEREAS, the Southern California Association of Governments ("SCAG") is a Joint Powers Agency and a federally designated Metropolitan Planning Organization ("MPO") for Southern California.

WHEREAS, as an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura

WHEREAS, SCAG received grant funds from Caltrans Active Transportation Program (ATP) Cycle 4 to engage in the City of Ojai Maricopa Highway Demonstration Project; and

WHEREAS, SCAG has retained Street Plans Collaborative to undertake the Go Ojai Maricopa Highway Demonstration Project, as outlined in SCAG Contract Number 20-016-C01;

WHEREAS, SCAG seeks to partner with the CITY for the purpose of completing the Project to be implemented in the CITY;

WHEREAS, the CITY agrees to partner with SCAG to pursue the Go Ojai Project based upon the terms and conditions included in the attached Memorandum of Understanding attached hereto as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ojai that:

SECTION 1. The City Council hereby determines that the foregoing findings are true and correct, and incorporates them herein by reference.

SECTION 2. The City Council hereby supports the Maricopa Highway Demonstration Project, also known as the Go Ojai Project.

SECTION 3. The City Council approves the Go Ojai Memorandum of Understanding, attached hereto as Exhibit A, and authorizes the City Manager or his assignee to execute all documents and to perform all other necessary City acts to implement the Memorandum of Understanding.

SECTION 4. The City Manager or his assignee is authorized to extend the Maricopa Highway Demonstration Project as necessary to overlap the full reopening of the Nordhoff High School to

PASSED AND ADOPTED on this 10th day of November, 2020.

John F. Johnston, Mayor

ATTEST:

Gail Davis, Deputy City Clerk

APPROVED AS TO FORM:

full in-person session, provide modifications to the design to improve operation, and other

measures necessary to carry out the Demonstration Project.

Matthew T. Summers, City Attorney

MOU No.: M-004-21

OWP No.: 225-3564X4.14

MEMORANDUM OF UNDERSTANDING No. M-004-21

BETWEEN THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AND THE CITY OF OJAI REGARDING THE GO OJAI PROJECT

This Memorandum of Understanding ("MOU" or "Agreement") is made by and between the Southern California Association of Governments ("SCAG") and the City of Ojai ("CITY"), for the purpose of partnering on the Go Ojai ("Project"), to be implemented in the CITY, and as more fully described herein. SCAG and the CITY are individually referred to herein as "Party" and may be collectively referred to herein as "Parties."

RECITALS

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, SCAG received grant funds from Caltrans Active Transportation Program (ATP) Cycle 4 to engage in the City of Ojai Maricopa Highway Demonstration Project; and

WHEREAS, SCAG has retained Street Plans Collaborative ("Consultant") to undertake the Go Ojai, as outlined in SCAG Contract Number 20-016-C01;

WHEREAS, SCAG seeks to partner with the CITY for the purpose of completing the Project to be implemented in the CITY;

WHEREAS, the CITY agrees to partner with SCAG to pursue the Project based upon the terms and conditions set forth below;

WHEREAS, SCAG shall contribute a maximum, not to exceed the amount of Four Hundred Twenty-Eight Thousand Eight Hundred and Eighty-Four Dollars (\$428,884) in ATP Cycle 4 funds, which includes SCAG staff and Consultant support for the Project;

WHEREAS, as the CITY's contribution towards the Project, the CITY shall provide the services in accordance with the Scope of Work, as described in Section 2(b), and further described in the separate Scope of Work, incorporated herein by reference and attached hereto as Exhibit "A." SCAG shall not be responsible to pay the CITY any funds for the services provided; and

WHEREAS, the purpose of this MOU is to describe the roles and responsibilities of the Parties, and shall supersede and replace any previous agreements between SCAG and the CITY related to the Project described herein.

Page 1 of 12

MOU No. : M-004-21

OWP No. : 225-3564X4.14

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MOU Contents

This MOU is comprised of these terms and conditions contained herein and any attached Exhibits, and may be amended only by written agreement between SCAG and the CITY. Such terms <u>and</u> conditions are subject to change. The Recitals to this Agreement are also incorporated herein by this reference.

2. Scope of Work

- a. SCAG is the sponsor and implementing agency for the specific Go Ojai Project, and has retained Consultant (SCAG Contract Number 20-016-C01) for the purpose of producing the Project in conjunction with the CITY. SCAG retains the right to include other sponsors for the production of the Project. SCAG is solely responsible for compensating SCAG's Consultant for services rendered for the production of the Project and shall provide general oversight of the Project. At all times, Consultant (or SCAG-approved subconsultants of Consultant), acting as the agent of SCAG, bears the responsibility of conducting all necessary tasks to produce the Go Human elements of the Project in accordance with the Scope of Work, as described in Exhibit "A." Consultant shall work with the CITY to facilitate production of the Go Human elements of the Project including but not limited to the following: activation of temporary demonstrations on Maricopa Highway. The Project may include but are not limited to temporary bicycle and pedestrian treatments. The Consultant shall work with the CITY and SCAG to create a site plan to outline specific locations for these improvements. The Consultant shall secure rentals as needed for the activation of these improvements (e.g., umbrellas, easels, tables, and benches), produce custom designed elements to activate spaces and solicit feedback (e.g., moveable furniture, activity centers, movable shades, and a community feedback cart), and is responsible for implementation, monitoring, removal and cleanup of all project elements, with assistance from the CITY as directed by the SCAG Project Manager.
- b. The CITY is responsible for fully cooperating with SCAG and Consultant as may be reasonably necessary to produce the Project in accordance with the Scope of Work, as described in Exhibit "A". The CITY will give any required decisions as promptly as practicable so as to avoid unreasonable delay. Cooperation by the CITY shall include, but is not limited to the following: making the CITY staff from the Public Works Department available to work closely with SCAG and the Consultant on the overall planning of the Project, securing necessary permits and approvals from relevant the CITY departments and/or agencies as applicable, determining any public safety requirements, traffic control requirements, developing a street closure and traffic management plan for the Project, providing adequate staffing as reasonably requested by the SCAG Project Manager to implement the plan, determining the appropriate configuration for the project elements, securing necessary insurance as applicable and requested by SCAG, posting "No Parking" signage along the route 3-5 days prior to realignment, as necessary, working with the Consultant to secure donation of materials as requested by the SCAG Project Manager, securing temporary infrastructure improvements as requested by the SCAG Project Manager, and confirming that the temporary facilities comply with the CITY regulations. The CITY (in collaboration with the Consultant) is also responsible for the ongoing maintenance of the Project site and removal of project materials.

3. Term

The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until August 31, 2021, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

4. Project Management

- a. All work under this MOU shall be coordinated with SCAG, SCAG's Consultant, and the CITY through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following Project Managers:

Tony Garcia

The Street Plans Collaborative Principal 5879 Sunset Drive, Suite 2 South Miami, Florida 33143 (305) 978-6426 tony@streetplans.org

Hannah Brunelle

Southern California Association of Governments Regional Planner (213) 236-1907 brunelle@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to the CITY.

c. For purposes of this MOU, the CITY designates the following individual as its Project Manager:

Greg Grant

City of Ojai Public Works Director (805) 646-5581 grant@ojaicity.org

The CITY reserves the right to change this designation upon written notice to SCAG.

5. Independent Contractor

a. It is understood that in the production of the Project, SCAG and Consultant shall be an independent contractor, and neither are an agent or employee of the CITY. It is also understood that the CITY is an independent contractor and is not an agent or employee of SCAG or Consultant. The Parties and Consultant shall retain the right to exercise full control over the employment, direction, compensation of their employees. SCAG shall be solely responsible for, and shall indemnify,

defend and hold harmless the CITY from all matters relating to the payment of Consultant for services rendered for production of the Project.

b. Except as may otherwise be authorized in writing, the Parties or Consultant shall have no authority, express or implied, to act on behalf of or bind the other Party in any capacity whatsoever as agents or otherwise.

6. Ownership of Work

SCAG shall keep all reports, plans, drawings, specifications, memoranda and other documents ("Work") prepared by Consultant in furtherance of the Project on file and available for audit by the CITY for at least four (4) years after completion or earlier termination of this MOU. All title, copyright, and publication rights of Works are reserved to and are the exclusive property of SCAG.

7. MOU Changes

- a. No alteration or deviation of the terms of this MOU shall be valid unless made in writing and properly executed by both Parties.
- b. Either Party may request, at any time, amendments to this MOU and will notify the other Party regarding such changes. Upon agreement between the Parties as to the required changes, an amendment to this MOU shall be prepared regarding the same. If the parties are unable to reach an agreement regarding the changes requested by SCAG, the Parties may terminate this MOU in accordance with the provisions set forth in Section 14(a) of this MOU.

8. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG:

Erika Bustamante

Acting Chief Financial Officer
Southern California Association of Government

Southern California Association of Governments

900 Wilshire Blvd, Ste. 1700 Los Angeles, CA 90017

Phone: (213) 236-1892 bustamante@scag.ca.gov

To the CITY: Gail Davis

Deputy City Clerk City of Ojai 401 S Ventura St.

Phone: (805) 646-5581 Ext. 120

gdavis@ojaicity.org

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9. Insurance

SCAG has retained the Consultant to undertake the Project as outlined in SCAG Contract Number 20-016-C01.

SCAG, Consultant, and the CITY shall, at their own expense, procure and maintain policies of insurance of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage. The minimum required insurance coverage required by the Parties and Consultant is set for below.

- a. Minimum Scope of Insurance Coverage shall be at least as broad as:
 - 1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
 - 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
 - 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - 4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.
- b. Minimum Limits of Insurance SCAG, Consultant, and the CITY shall maintain limits no less than:
 - 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by SCAG, Consultant, and the CITY with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
 - 3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
 - 4) For the Consultant Only Professional Liability Insurance: With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date or earlier termination of this Agreement.
- c. Other Insurance Provisions SCAG, Consultant and CITY shall comply with the other insurance

provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) SCAG, its officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of the CITY, products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees. The CITY, its officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of SCAG or Consultant, products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials and employees.
- 2) If the CITY is a member of the California Joint Powers Insurance Authority (JPIA), the CITY shall obtain Special Event Coverage (Nominee Program) from the JPIA and list SCAG and its Consultant as Co-sponsors and to be named as additional insured. If the CITY is not a member of the JPIA, the CITY shall obtain special event coverage, or the equivalent, from its insurance provider and list SCAG and the Consultant as additional insureds.
- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, Consultant, and the CITY.
- 4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG and the CITY, their members, subsidiaries, officials and employees and shall provide a waiver of subrogation.
- d. Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions in amounts over \$10,000 for any of the Consultant's insurance policies must be declared to and approved by SCAG and the CITY.
- e. Acceptability of Insurers Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG and the CITY.
- f. Verification of Coverage Consultant shall furnish SCAG and the CITY with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG and the CITY before work commences. Upon request of SCAG or the CITY at any time, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

10. Indemnity

a. Except for the negligence or willful misconduct of the CITY and any of its officers, agents, employees, assigns, volunteers, and successors in interest, SCAG and the Consultant, undertake and agree to defend, indemnify, and hold harmless the CITY and any of its directors, officers, agents, employees, assigns, and successors in interest from and against any and all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including the CITY's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner out of, pertaining to, or incident to any alleged acts, errors or omissions of SCAG, its officials, officers, employees, or agents in connection with the performance of the Project or this MOU, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

b. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, the CITY undertakes and agrees to defend, indemnify, and hold harmless SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including SCAG's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising rising in any manner out of, pertaining to, or incident to any alleged acts, errors or omissions of the CITY, its officials, officers, employees, or agents in connection with the performance of the Project or this MOU, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

11. Compliance with Laws

The Parties shall comply with all Federal, State, County and CITY laws, rules and regulations in addition to Caltrans requirements applicable to the production of the Project.

12. Disputes

Except as otherwise provided in this MOU, if a dispute arises between the Parties to this MOU, the Parties hereto agree to use the following procedure to resolve such dispute, prior to pursuing other legal remedies:

- a. A meeting shall be held promptly between the Parties that will be attended by individuals with decision-making authority (to the extent reasonably possible), who will attempt in good faith to negotiate a resolution of the dispute.
- b. If the Parties are unsuccessful in resolving the dispute under (a) above, they may:
 - 1) agree to submit the matter to mediation, binding judicial reference, or a private adjudicator (if all Parties so agree); or

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2) initiate litigation following advance written notice to the other Party of not less than thirty (30) days.

c. If any Party should bring a legal action against the other to enforce the terms of this MOU, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, as determined by a court of competent jurisdiction in said proceeding.

13. Noncompliance

In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this MOU, this MOU may be terminated.

14. Termination of MOU

- a. <u>Termination for Convenience</u>. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least ten (10) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the MOU that belong to SCAG shall be returned to SCAG. Further, SCAG shall be responsible for any actual costs incurred by the Consultant as a result of such termination notice.
- b. Termination for Cause. If through any cause, the CITY shall fail to timely and adequately fulfill its obligations under this MOU, or if the CITY violates any of the covenants, agreements, or stipulations of this MOU, SCAG shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the CITY of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for the CITY to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU that belong to SCAG shall be returned to SCAG at its option.
- c. If through any cause, SCAG shall fail to timely and adequately fulfill its obligations under this MOU, or if SCAG violates any of the covenants, agreements, or stipulations of this MOU, the CITY shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to SCAG of the intent to terminate and specifying the effective date thereof. The CITY shall provide a reasonable opportunity for SCAG to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that the CITY invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU that belong to the CITY shall be returned to the CITY at its option.

15. Non-Assignment

- a. Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU. Any assignment without such written consent shall be void and unenforceable.
- b. The covenants and agreement of this MOU shall inure to the benefit of, and shall be binding upon each of the Parties and their respective successors and assignees.

16. Release of Information

The CITY shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of SCAG, except as provided under this agreement, required by law and with prior written notice to SCAG.

17. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

18. Survival

The following sections survive expiration or termination of this MOU:

Section 6 (Ownership of Work) Section 10 (Indemnity) Section 12 (Disputes)

19. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

20. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

21. Standard of Care

The Parties shall perform the work required for the production of the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

22. Force Majeure

Neither SCAG, Consultant nor the CITY shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, a pandemic, lawfully

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declared emergency, or any other similar cause beyond the reasonable control of SCAG, Consultant or the CITY.

23. Execution of MOU or Amendment

This MOU, or any amendment related thereto ("Amendment"), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any Amendment may be executed by way of a manual or authorized signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

24. Effective Date

This MOU shall be effective upon execution by both Parties.

25. Entire MOU

This MOU represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.

SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING M-004-21

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG")

By:	
Erika Bustamante	Date
Acting Chief Financial Officer	
APPROVED AS TO FORM:	
By:	
Justine Block	Date
Acting Chief Counsel/Director of Legal Services	
CITY OF OJAI ("CITY")	
By:	
James Vega	
City Manager	Date
APPROVED AS TO FORM:	
Ву:	
Matthew T. Summers	
City Attorney	Date

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Exhibit A – Scope of Work Responsibilities of the City of Ojai Regarding the Go Ojai Project

The CITY, shall provide the following services:

QUICK BUILD ELEMENTS

The CITY shall be responsible for the following tasks related to the Go Ojai Project to be held between November 12, 2020 through August 31, 2021:

- Secure and provide to SCAG prior to the Project all necessary insurance to comply with SCAG's minimum requirements identified under Section 9. Insurance, in the MOU;
- Secure necessary permits and approvals from relevant CITY departments and provide executed copies of the permits to SCAG for its files;
- Provide support for traffic control requirements, and support the development of a street closure and traffic management plan for the Project, and provide adequate staffing to oversee implementation the Project;
- Assist in securing the needed volunteers for SCAG's Consultant to execute the Project, if needed:
- Confirm the appropriate street configuration for the Project;
- Execute elements of the outreach and marketing plan in coordination with the Consultant, as directed by the SCAG Project Manager;
- Provide public outreach on city-specific initiatives and plans;
- Actively participate in four (4) advisory committee meetings before the Project;
- Post "No Parking" signage along the Project route 3-5 days prior to the event as needed;
- Coordinate and integrate with any existing events that will be happening during the Project;
- Create content for and staff any CITY-run community outreach/feedback stations, if needed;
 and
- Provide street sweeping prior to and after the Project.

			Go Oja	i Project	Schedul	le			
2020		2021							
Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Set-Up/Project Implementation	Performance/Maintenance								Project Removal