


Agenda Report Reviewed by:
City Manager: 

CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM

Meeting Date: October 17, 2023
To: Honorable Mayor and City Councilmembers
From: Toni Bertolero, Engineering Consultant
Subject: Infrastructure Funding Agreement for Sunset/Taft Crosswalk Improvements
Recommendation: Approve Funding Agreement
Funding: Currently Budgeted: Yes No Not Applicable

Account Code: Fund 211/GRNT24-DIST5

Costs authorized in City Approved Budget: Yes (Finance Initialed AK) No (Finance Exempt)

INTRODUCTION/PURPOSE:

The item is to request Council approve the Funding Agreement with the County of Sonoma for the Sunset Ave./Taft St. Pedestrian Crossing Enhancements Project (CIP #0133-23.10) for a grant amount of \$200,000 and authorize the Mayor to execute said agreement (Attachment 1) on behalf of the City. A map of the proposed improvements is shown in Attachment 2.

BACKGROUND AND DISCUSSION:

The City submitted a letter requesting infrastructure funding in a letter dated November 22, 2022 (Attachment 3). The letter identified six priority improvements and priority 1 consisted of A) pedestrian crossing improvements including flashing warning lights at Taft Street/Sunset Avenue, B) traffic calming striping on Sunset Avenue-Johnson Street from Taft Street to Eddie Lane and c) new crosswalks and solar streetlights at Sunset Avenue/Johnson Street and Johnson Street/Eddie Lane (West County Trail).

In March 2023, the City received communication from Supervisor Hopkins’ Office that the City would be receiving \$200,000 in infrastructure funding. On April 4, 2023, Council approved a budget amendment to include the Sunset/Taft Crossing Enhancements to the City’s Capital Improvement Plan. This project was subsequently carried over to the adopted FY 2023-24 CIP budget.

ENVIRONMENTAL REVIEW:

The proposed action is exempt Yes No from the requirements of the California Environmental Quality Act (CEQA).

The Project occurs within existing right of way and involves the repair and maintenance of an existing public facility involving negligible or no expansion of use, therefore is exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15301(c).

GOALS:

This action supports the following City Council Goals and General Plan Actions:

Goal 2 - Maintain, Improve and Invest in the City's Infrastructure (Water, Sewer, Streets, Circulation, Parks, Storm Drains and Public Facilities).

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, staff anticipates receiving public comment from interested parties following the publication and distribution of this staff report. Such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to scheduled meeting date.

FISCAL IMPACT:

This project (CIP #0133-23.10) and grant funding is included in the adopted FY 2023-24 CIP budget.

RECOMMENDATION:

Staff recommends the Sebastopol City Council approve the Funding Agreement with the County of Sonoma for the Sunset Ave./Taft St. Pedestrian Crossing Enhancements Project (CIP #0133-23.10) for a grant amount of \$200,000 and authorize the Mayor to execute said agreement (Attachment 1) on behalf of the City.

Attachments:

1. Funding Agreement with the County of Sonoma
2. Location Map
3. Letter of Request dated November 22, 2022

A G R E E M E N T

THIS AGREEMENT made and entered into this _____, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the City of Sebastopol (hereinafter GRANTEE).

RECITALS

WHEREAS, through funds originally approved in the COUNTY's FY 22-23 5th District Community Infrastructure Fund, certain funds remain available to implement crosswalk enhancements at Taft Street and Sunset Avenue that are being recommended by the Sebastopol Traffic Safety Group; and

WHEREAS, GRANTEE has proposed to undertake its "Safe Routes to School" campaign to enhance student safety in Sebastopol, undertaking several projects to improve general pedestrian safety conditions in the area surrounding Analy High School. GRANTEE has applied for funding to support the campaign;

WHEREAS, COUNTY's Board of Supervisors has determined that GRANTEE's proposed use of funds will serve neighborhood and public purposes, benefit the community and economy, and will meet the social needs of the population of the county in accordance with Government Code section 26227;

WHEREAS, GRANTEE has represented that it is aware of and understands the County's requirements for funding and the terms and conditions of this Agreement; and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Recitals. That the foregoing Recitals are true and are incorporated herein by reference.
2. Funding Grant. COUNTY shall provide GRANTEE the total sum of **\$200,000** (the "Grant"), for the Grant Use and Purpose stated below.

For all services and incidental costs required hereunder, GRANTEE shall be paid a lump sum of **\$200,000** regardless of costs incurred by the GRANTEE. GRANTEE shall not be entitled to any additional payment for any expenses incurred in completion of the work described in Section 3. Grant Use and Purpose.

Upon completion of the work, GRANTEE shall submit a copy of the Notice of Completion and an invoice for payment in a form approved by the County Administrator's Office, and includes documentation clearly indicating that the GRANTEE had expenses meeting or exceeding the \$200,000 lump sum amount and evidence that work specified under Section 3 Grant Use and Purpose has been satisfactorily completed.

3. Grant Use and Purpose. Grant funds may only be used for the design, construction and inspection of:

- Upgrade crosswalk markings including shark’s teeth;
- Install double sided flashing pedestrian crossing signs with circular LED flashers in similar style to other Sebastopol crossings;
- Upgrade curb ramps to current ADA standards; and
- Add solar streetlight pole.

GRANTEE undertakes the project(s) at GRANTEE’s sole risk, expense, responsibility, and election, and COUNTY shall have no responsibility for or ownership of the Grant-funded items as a result of this Agreement.

4. Term. The Grant and the right to use the Grant (or any portion thereof) shall terminate should the Grant Use and Purpose work not be completed and all receipts, claims, and other required documentation not be submitted to COUNTY by August 3, 2024. Notwithstanding, COUNTY, in its sole discretion, may allow for an extension of time to extend the availability of the Grant for good cause shown or other proper circumstance as determined by COUNTY.
5. Records. GRANTEE agrees to keep a complete record of accounting for the project described in Section 3, Grant Use and Purpose, and to make available and submit to audit by COUNTY all of GRANTEE’S books, records, and financial statements upon COUNTY’S request.
6. Authorized and Lawful Use. GRANTEE warrants to COUNTY that the Grant shall be expended for only those purposes authorized herein and otherwise in accordance with all applicable laws and regulations.
7. Compliance. GRANTEE is responsible for understanding and shall comply with all laws and regulations applicable to the proposed security measures project and program activities using the Grant. GRANTEE shall obtain and comply with all applicable permits, licenses, and regulatory requirements for any related work and all aspects thereof, including all required permissions, arrangements, and conditions with program participants.

Without limitation, to the extent GRANTEE uses or expends any Grant funds for any work, project, or activity constituting “public work” under applicable law (including under the California Labor Code), GRANTEE, and its contractors and subcontractors, shall comply with all applicable provisions of California’s Prevailing Wage Law and the Labor Code, including Sections 1720-1861, and all other related laws and regulations, regarding prevailing wages and related requirements.

For all activity constituting “public work” using any Grant funds, the following apply:

- 7.1. GRANTEE and its contractors and subcontractors shall ensure that all workers who perform work are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). Two hundred dollars (\$200) shall be forfeited as penalty for each calendar day, or portion thereof, for each worker paid less than applicable prevailing wage rates. GRANTEE acknowledges and will comply with Labor Code section 1775.
- 7.2. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute work, as determined by Director of the State of California Department of Industrial Relations, are deemed included herein. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at www.dir.ca.gov. Prevailing wage requirements can also be found at the Sonoma County Public

Infrastructure Purchasing division, located at 2300 County Center Dr., Suite A208, Santa Rosa, CA 95403. Said rates shall be posted at all public work job sites.

- 7.3. GRANTEE shall post (or cause the posting of) all required notices, including those required pursuant to 8 CCR 16451, and shall make them available to any interested party upon request.
- 7.4. Prior to commencement of work, GRANTEE shall contact the Division of Apprenticeship Standards. GRANTEE shall be responsible for compliance with Section 1777.5, 1777.6, and 1777.7 of the Labor Code and Title 8, Cal. Code of Regulations, Div. 1 Chapter 2.
- 7.5. Contractors and subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- 7.6. Payroll Records: All payroll record keeping, availability, certification, and confidentiality requirements set forth in Labor Code section 1776 and 8 CCR sections 16400 et seq. shall be complied with.
- 7.7. Accurate records of the work performed, as set forth in Labor Code Section 1812, shall be maintained.
- 7.8. All work is subject to the requirements of Title 8, Cal. Code of Regulations Div. 1, Chapter 8, Subchapter 4.5 (starting at 8 CCR §16450), including the requirement to furnish certified payroll records directly to the Labor Commissioner and otherwise in compliance with 8 CCR §16461, and is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.9. In accordance with California Labor Code section 3700, GRANTEE is required to secure the payment of compensation of its employees and ensure the same by subcontractors and other third parties. By signing this Agreement, GRANTEE certifies awareness of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies they will comply (or cause compliance) with such provisions before commencing any work.
- 7.10. Eight hours labor shall constitute a legal day's work. Workers may not work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815 or as otherwise required by law. Twenty-five dollars (\$25) shall be forfeited as penalty for each worker employed in violation of the provisions of Labor Code sections 1810 et seq.
- 7.11. With regard to every contract, subcontract or other arrangement which GRANTEE may make for performance of such work or labor on work, GRANTEE shall comply with and/or cause compliance with all requirements specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860, including all requirements to insert required provisions in subcontracts and other third party contracts including provision that the contractor or subcontractor shall pay persons performing labor or rendering service under contract or subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

8. Indemnification:

- a. GRANTEE agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its

officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including GRANTEE, that arise out of, pertain to, or related to this Grant or to GRANTEE's or its agents', employees', contractors', subcontractors', or invitees' activities relating to the Grant. GRANTEE's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

- b. GRANTEE shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with GRANTEE's activities relating to the Grant.

9. Non-Discrimination: GRANTEE shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10. Assignment/Delegation: GRANTEE shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.

11. Merger: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to GRANTEE.

13. Repayment: If GRANTEE fails to comply with this Agreement, then GRANTEE shall, within ten days of receipt of notice of such failure, return as requested to COUNTY all amounts received.

14. Conflict of Interest: GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with receipt or use of the Grant. GRANTEE further covenants that in the receipt and use of the Grant no person having any such interest shall be employed.

15. Statutory Compliance: GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, GRANTEE expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will

be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

- 16. AIDS Discrimination: GRANTEE agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 17. No Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 18. Extra or Changed Work: Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. GRANTEE expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of GRANTEE to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment of this Agreement or to compensation whatsoever for the performance of any such work. GRANTEE further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

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

COUNTY OF SONOMA

By _____
Chair, Board of Supervisors

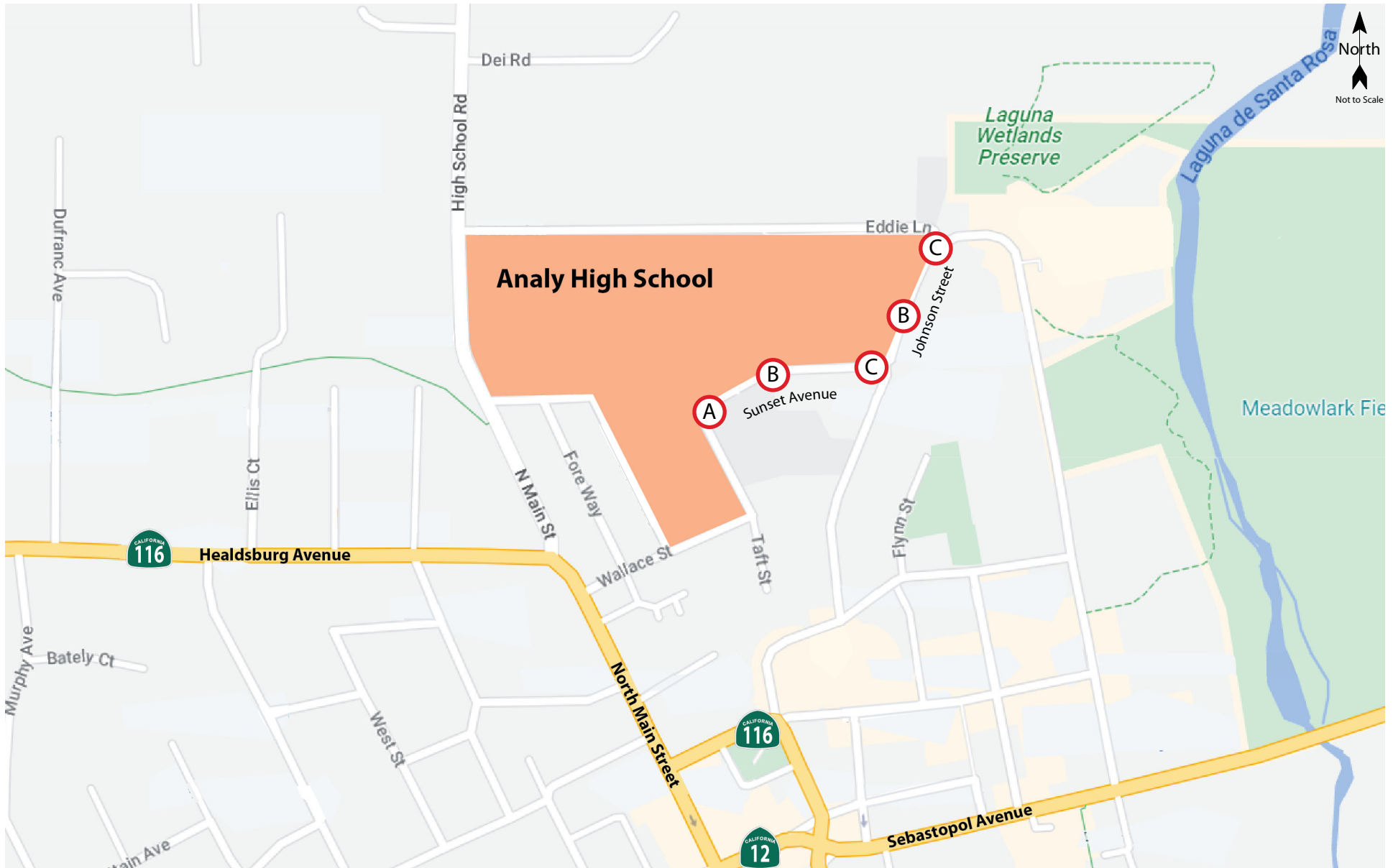
By _____
County Counsel

Grantee's Legal and Common Name

By _____
Signature

Print Name

Title



Analy High School - Safe Routes to School Engineering Evaluation
Sunset Avenue/Taft Street Pedestrian Enhancements at Analy High School

City Council
 Mayor Patrick Slayter
 Vice Mayor Neysa Hinton
 Una Glass
 Sarah Glade Gurney
 Diana Rich



Agenda Item Number 3

City Manager
 Larry McLaughlin
lmclaughlin@Cityofsebastopol.org
 Assistant City Manager/City Clerk, MMC
 Mary Gourley
mgourley@Cityofsebastopol.org

City of Sebastopol

November 22, 2022

Supervisor Lynda Hopkins, District 5
 Sonoma County of Board of Supervisors
 575 Administration Drive, Room 100A
 Santa Rosa, CA 95403
lynda.hopkins@sonoma-county.org

Subject: City of Sebastopol Request for 5th District Infrastructure Funding

Dear Supervisor Hopkins:

On behalf of the City of Sebastopol City Council, I am requesting 5th District Infrastructure Funding for the six (6) projects listed in this letter (Table 1).

Table 1: Priority List of Projects for Infrastructure Funding

Project Name	Request	General Description
1. Sunset Avenue and Johnson Street Crosswalk Improvements and Traffic Calming	\$284,000	Taft Street/Sunset Avenue – upgrade crosswalk markings including shark’s teeth and install double sided flashing pedestrian crossing signs with circular LED flashers in similar style to other Sebastopol crossings. Upgrade curb ramps to current ADA standards. Also, add solar streetlight pole. Traffic Calming on Sunset Avenue-Johnson Street – install edgeline and/or centerline striping from Taft Street to Eddie Lane-Morris Street and striped bulbouts where appropriate to reduce vehicle travel speeds. Johnson Street Pedestrian Crossings - Install crosswalks with new or upgraded curb ramps at Sunset Avenue/Johnson Street (one crosswalk) and Johnson Street/Eddie Lane (West County Trail, two crosswalks). Also, add solar streetlights at the two new crossings.
2. Johnson Street Sidewalks	\$194,000	Install sidewalk on the west side of Johnson Street connecting the existing sidewalk gap between the intersections with Sunset Avenue and Eddie Lane (West County Trail).

Project Name	Request	General Description
3. North Main Street/Analy Avenue Reconfiguration and Intersection Improvements	\$79,000	Add pedestrian and bicyclist crossing signage near the end of the West County Trail, facing southbound directional vehicles and reconfigure the intersection to improve sight distance at the Analy Avenue approach. These elements could include an extension of the Analy Avenue median with a bike passthrough. Also, extend bike lane markings through the intersection and install new striping and pavement markings to increase visibility of interface with West County Trail.
4. Bulbout South of School Entrance on North Main Street	\$87,000	As an added element for cyclists, add sharrow markings in the northbound and southbound travel lanes at the crosswalk location to increase driver’s awareness of cyclists. Also, widen the crosswalk access areas and ramps to better accommodate bicycle crossings.
5. Eddie Lane Crosswalk Between Student Parking Lot and Back of Campus	\$10,000	Add shark’s teeth (advanced yield) pavement markings and pedestrian crossing signs approaching the crosswalk to improve driver’s awareness of students.
6. Healdsburg Avenue/North Main Street (SR 116) Caltrans Traffic Signal Re-timing	\$15,000	Conduct an operational evaluation of the intersection of Healdsburg Avenue/North Main Street to determine the appropriate signal timing parameters, including consideration for a leading pedestrian interval which would allow pedestrians to cross earlier than southbound vehicles to reduce conflict with pedestrians on east leg. Following the operational evaluation, coordinate with Caltrans to implement the signal timing modifications.

We firmly believe our projects meet the spirit of the 5th District Infrastructure Funding and all listed projects are identified in the City’s 2019 Safe Routes to School Report along with a traffic engineering analysis of the projects. Although all the listed projects are very important to the City, we recognize that the amount available to allocate to various entities is limited and have therefore listed the projects in order of priority.

We appreciate the difficulty you and your staff will have in making funding decisions that affect each agency’s ability to bring completed projects to their communities. We look forward to discussing our request with you and grateful for the opportunity to submit this request. For any questions regarding this letter, please contact Toni Bertolero, GHD at (707) 921-7647 or email at toni.bertolero@ghd.com.

Sincerely,



Patrick Slayter
Mayor