

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: **AMENDMENT # 1 WITH COUNTY OF SOLANO FOR
AERONAUTICS & WORKFORCE DEVELOPMENT
BUILDING PROJECT**

REQUESTED ACTION:

Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

In September of 2015 the Board approved a Project Initiation Form (PIF) and funding of \$1,000,000 for environmental planning and other early phase activities for the Aeronautics and Workforce Development Building Project.

In November of 2015 the Solano Community College District executed a Reimbursement Agreement with the County of Solano for a pro-rata share of \$30,000 for preparation of the environmental study required as part of the land acquisition.

Board approval is requested for \$22,272, the District's pro-rata portion of the cost of tree replacement mitigation, a requirement resulting from the preparation of the environmental documents.

The Board is asked to approve this contract amendment to County of Solano in an amount of \$22,272. The County of Solano's new contract amount will be \$52,272.

The Agreement and Amendment #1 are available online at: <http://www.solano.edu/measureq/planning.php>.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

Ed. Code: Board Policy: 3225;3520 Estimated Fiscal Impact: \$22,272 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

August 5, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

August 5, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT
BETWEEN COUNTY OF SOLANO AND
SOLANO COMMUNITY COLLEGE DISTRICT**

This First Amendment ("First Amendment") is made on August 17, 2016, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Solano Community College District ("SCC").

1. Recitals

- A. The parties entered into an Agreement ("Agreement") dated November 10, 2015 in which SCC agreed to reimburse the County \$30,000 for a portion of the cost to prepare an environmental review on the East Side Tree Obstruction Removal Project.
- B. SCC provided reimbursement funds to the County in the amount of \$30,000 on December 1, 2015.
- C. As a result of the environmental review process, tree replacement mitigation will be required for the removal of the East Side Tree Obstructions a portion of which are located on property owned by SCC.
- D. The County has identified a tree replacement mitigation program, through the Solano County Water Agency (SCWA), located within the Lower Putah Creek Restoration Area.
- E. The County will need to fund the required tree replacement mitigation and is seeking participation by owners of properties where trees will be removed.
- F. The estimated cost of tree replacement mitigation for the SCC property through the SCWA program is \$22,272.
- G. The parties agree to amend the Agreement as set forth below.

2. Agreement

The following is added to Term 3.

SCC agrees to fund \$22,272 toward the cost of tree replacement mitigation payable to the County within 30 days from receipt of an invoice issued by the County. The amount of the Agreement is increased by this First Amendment by an additional \$22,272 for a total reimbursement amount of \$52,272.

3. Effectiveness of Agreement

Except as set forth in this First Amendment, all other terms and conditions specified in the Agreement remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

SOLANO COMMUNITY COLLEGE DISTRICT

By _____
Michael J. Lango, Director of General Services

By _____
Lucky Lofton, Executive Bonds Manager

APPROVED AS TO FORM

By _____
County Counsel

REIMBURSEMENT AGREEMENT

EAST SIDE TREE OBSTRUCTION REMOVAL

This Agreement is made and entered into this 10th day of November, 2015 ("Effective Date") by and between the County of Solano, a political subdivision of the State of California, (COUNTY) and the Solano Community College District (SCC).

RECITALS

WHEREAS, Eucalyptus trees located adjacent to the Nut Tree Airport (Airport) and near Runway 2 represent a hazard to flight safety and are obstructions to navigable airspace as defined by CFR 14, Part 77;

WHEREAS, the State of California, Caltrans Division of Aeronautics, through the Airport Safety Inspection Program, found that the Eucalyptus trees are in conflict with safe aircraft operations for Runway 2 and violate FAA standards for the protection of Transitional Airspace;

WHEREAS, COUNTY desires to remove the Eucalyptus trees to improve flight safety at the Airport and satisfy FAA and State safety standards;

WHEREAS, the Eucalyptus trees are a visual barrier and create an access constraint between the Airport and properties located within the Nut Tree area;

WHEREAS, SCC owns a parcel of land adjacent to the Airport within the Nut Tree area for the development of an aeronautics campus. The SCC property contains a portion of the Eucalyptus trees;

WHEREAS, COUNTY and SCC desire to remove the Eucalyptus trees to improve access and visibility between the Airport and the SCC property;

WHEREAS, County desires to remove the Eucalyptus trees to also improve visibility and access between other properties located adjacent to the Airport and within the Nut Tree Area;

WHEREAS, an environmental review must be conducted prior to and for the removal of the Eucalyptus trees pursuant to the California Environmental Quality Act (CEQA);

THEREFORE, IT IS MUTUALLY AGREED as follows:

1. COUNTY agrees to enter into a contract with a consultant to prepare Environmental Documents ("Environmental Documents") pursuant to CEQA for the removal of the Eucalyptus trees;

2. COUNTY agrees to administer the consultant contract and manage the preparation of the Environmental Documents and the CEQA public review process;
3. SCC agrees to contribute funds toward the cost of preparing the Environmental Documents. SCC agrees to fund \$30,000 payable to Solano County within 30 days from the Effective Date of this Agreement and receipt of invoice from Solano County. SCC shall send the payment of funds to:

Nut Tree Airport
301 County Airport Road, Suite 205
Vacaville CA 95688
4. COUNTY shall be the sole judge as to the satisfactory performance of work performed by its consultant on the Environmental Documents. COUNTY reserves the right to terminate the consultant agreement at its sole discretion.
5. If the COUNTY ceases work on the Environmental Documents prior to completion of the Environmental Documents, and expending the funds contributed by SCC, the COUNTY agrees to reimburse SCC its pro-rata share of the unused funds.
6. This Agreement, and each of its terms and conditions, is for the benefit of, and binding upon, the heirs, executors, administrators, successors, and assigns of the parties. This Agreement constitutes the entire agreement between COUNTY and SCC with regard to its subject matter and shall not be amended or waived except in a written instrument signed by COUNTY and SCC.
7. Time is of the essence with respect to performance of this Agreement.

IN WITNESS WHEREOF, the COUNTY and SCC have executed this Agreement by their duly authorized representative.

SOLANO COMMUNITY COLLEGE DISTRICT

By 
Julian Ligioso Vice President,
Finance and Administration

COUNTY OF SOLANO

By 
Birgitta E. Corsello
County Administrator

Approved as to form:

By 
County Counsel