

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

TO: Members of the Governing Board

SUBJECT: **FUNDING AGREEMENT WITH SOLANO
TRANSPORTATION AUTHORITY FOR THE FAIRFIELD
CAMPUS ENTRY SIDEWALK PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to approve a Funding Agreement with Solano Transportation Authority (STA) for STA funding contribution in the amount of \$50,000 for the Fairfield Campus Entry Sidewalk Project, which consists of sidewalks, ADA ramps, roadway crosswalks, lighting, and signage from the Suisun Valley Road south campus entry driveway to the Campus entry plaza near Building 600.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: (\$50,000)Measure Q Funds</i>
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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
VP, Finance & Administration

VICE PRESIDENT APPROVAL

June 9, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 9, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
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SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The District requested funding assistance for this project and STA is generously responded by offering funding in the amount of \$50,000.

The Governing Board is asked to approve the attached Funding Agreement with Solano Transportation Authority for funding in the amount of \$50,000.

The agreement is available online at: <http://www.solano.edu/measureq/planning.php>.

FUNDING AGREEMENT
Between The
SOLANO TRANSPORTATION AUTHORITY
And
SOLANO COMMUNITY COLLEGE
FOR
FAIRFIELD CAMPUS ENTRY SIDEWALK IMPROVEMENT PROJECT

This Funding Agreement ("Agreement") is entered into as of _____ between the Solano Transportation Authority, a joint powers authority organized under Government Code section 6500 et seq. consisting of the County of Solano and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun, Vacaville and Vallejo ("STA"), and the Solano Community College District ("SCC"), a community college district of the State of California, each individually referred to as a party ("Party") and collectively as the parties (the "Parties").

RECITALS

WHEREAS, STA was created in 1990 through a Joint Powers Agreement between the County of Solano and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun, Vacaville, and Vallejo to serve as the Congestion Management Agency (CMA) for Solano County; and

WHEREAS, STA, as the CMA for the Solano County area, partners with various transportation and planning agencies, such as the Metropolitan Transportation Commission (MTC) and Caltrans District 4; and

WHEREAS, STA is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities; and

WHEREAS, STA is eligible to claim Transportation Development Act ("TDA") funds pursuant to Cal. Public Utilities Code section 99233.12 that can be used for bicycle or pedestrian projects; and

WHEREAS, SCC has requested funding to assist in the installation of sidewalks, ADA ramps, roadway crosswalks, site lighting and signage from the main entry driveway on Suisun Valley Road to the SCC's campus entry plaza as stated in the request letter and shown on the site plan ("Project") attached as Exhibit A; and

WHEREAS, STA desires to contribute \$50,000 to the cost of the Project; and

WHEREAS, STA and the SCC desire to enter into this Agreement to define the respective roles and responsibilities of the Parties with regards to the contribution of funds and the construction of the Project.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, STA and SCC agree as follows:

A. SCC's Role and Responsibilities.

The SCC's Role in the Project will be to take all steps necessary to implement the Project. SCC agrees to:

1. Cause the Project to be designed and constructed in accordance with all applicable laws, and in accordance with plans and specifications approved by the SCC. STA shall have the right to review and comment, which comments shall be reasonably considered by SCC.
2. Be responsible for obtaining any and all entitlements for the Project, including but not limited to compliance with the California Environmental Quality Act ("CEQA").
3. Provide progress reports to STA, setting forth the progress of SCC and its contractors in the construction of the Project. The first progress report shall be due 30 days from the date of this Agreement.

B. STA's Role and Responsibilities

Beyond providing the funding, the STA's Role in the Project will be to consult as requested by SCC.

C. Term

The term of this Agreement shall be from the date of execution through December 31, 2017, unless it is terminated or amended pursuant to Sections D and O of this Agreement.

D. Termination:

This Agreement may be terminated due to Project funding shortfalls or other unforeseen event(s), as mutually agreed to by the Parties.

E. Estimated Project Funding

The estimate cost of the Project is \$251,640. STA agrees to provide SCC with \$50,000. SCC shall be solely responsible for the all other costs to construct the Project. SCC will submit an invoice to STA with supporting documentation to request reimbursement no more frequently than monthly and at least once a quarter for maximum total reimbursement claims not to exceed \$50,000.

F. Compliance with all Laws

The Parties shall observe and comply with all applicable federal, state and local laws, ordinances, and codes.

G. Mutual Indemnification:

1. STA to indemnify SCC

STA agrees to indemnify, defend, protect, hold harmless, and release SCC, its elected bodies, agents, officers, employees and subcontractors (collectively referred to in this paragraph as ‘SCC’), from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of STA related to this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

At its sole discretion, SCC may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve STA of any obligation imposed by this Section. SCC shall notify STA within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, SCC’s failure to notify STA within said thirty (30) day time limit shall not relieve STA of any obligation imposed by this Section unless STA has been actually prejudiced by such delay.

2. SCC to indemnify STA

SCC agrees to indemnify, defend, protect, hold harmless, and release STA, its elected bodies, agents, officers, employees and subcontractors (collectively referred to in this paragraph as ‘STA’) from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of SCC related to this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

At its sole discretion, STA may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve SCC of any obligation imposed by this Section. STA shall notify SCC within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, STA’s failure to notify SCC in writing within said thirty (30) day time limit shall not relieve SCC of any obligation imposed by this Section unless SCC has been actually prejudiced by such delay.

3. Each Party to defend itself for concurrent claims

Each Party agrees to defend itself from any claim, action or proceeding arising out of the negligent act or omission or willful misconduct of its own elected bodies, agents, officers, employees and subcontractors in the performance of this Agreement. In such cases, STA and SCC agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subparagraph 5 below.

4. Joint Defense

Notwithstanding subparagraph 3 above, in cases where STA and SCC agree in writing to a joint defense, STA and SCC may appoint joint defense counsel to defend the claim, action or proceeding arising out of the negligent act or omission or willful misconduct of SCC and STA in the performance of this Agreement. Joint defense counsel shall be selected by mutual

agreement of STA and SCC. STA and SCC agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subparagraph 5 below. STA and SCC further agree that neither Party may bind the other to a settlement agreement without the written consent of both STA and SCC.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, STA and SCC shall reimburse and/or reallocate defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

H. Insurance

1. Each Party agrees to maintain its status as a legally self-insured public entity for general, auto and professional liability with limits of no less than \$1,000,000 per occurrence. Excess liability coverage may be provided. Each Party's self-insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to endorse the other Party, its officials, employees and agents, with coverage equivalent to standard ISO endorsement No. CG2010 for general liability coverage. Each Party also agrees to require all consultant, contractors and subcontractors engaged to work on this Project to name the other Party as an additional insured as well.

2. Each Party will maintain Workers' Compensation insurance as required by law for all its employees with limits not less than \$1,000,000 per occurrence. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each Party will provide the other with a Waiver of Subrogation endorsement for Workers Compensation. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

3. Each Party will require all consultants, contractors, and subcontractors engaged to work on this Project to carry insurance in levels commensurate with the exposure of the respective work provided by the consultant, contractor or subcontractor.

I. Dispute Resolution

The Parties agree that any disputes should be resolved at the lowest possible level. Accordingly, should a dispute arise between the STA and SCC regarding the performance of this Agreement, the Parties agree that the STA Executive Director and SCC Superintendent/President shall initially meet and confer. Should these two fail to reach consensus within two weeks, the dispute will be presented to the full STA Board for resolution. If either party contests the decision of the STA Board, the parties agree to submit the dispute to arbitration and exchange with the other, in accordance with a procedure to be established by the arbitrator, its best offer. The arbitrator shall be limited to awarding only one or the other of the two positions submitted.

J. Notice

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that a Party desires to give to the other Party shall be addressed to the other Party at the addresses set forth

below. A Party may change its address by notifying the other Party of the change of address. Any notice sent by mail in the manner prescribed by this Paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

TO STA:
Daryl K. Halls, Executive Director
Solano Transportation Authority
One Harbor Center, Suite 130
Suisun SCC, CA 94585
Attn: Robert Guerrero, Senior Project Manager

TO SCC:
Dr. Celia Esposito-Noy, Superintendent/President
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534-3197
Attn: Lucky Lofton, Executive Bond Manager

K. No Waiver

The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

L. Assignability

Neither Party to this Agreement shall assign or transfer any interest in this Agreement nor the performance of any duties or obligations hereunder, without the prior written consent of the other Party, and any attempt by either Party to so assign or transfer this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

M. Governing Law and Venue

The construction and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the laws of the State of California with venue residing in Solano County.

N. Force Majeure

Neither the STA nor SCC shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of STA or SCC.

O. Prior Agreements and Amendments

This Agreement represents the entire agreement of the Parties with respect to the subject matter described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement. This Agreement may only be modified by a written amendment duly executed by the Parties.

P. Severability

If any provision or portion of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

Q. Access to Records and Retention

All Parties, acting through their duly authorized representative, as well as any federal or state grantor agency providing all or part of the funding associated with this Agreement, the State Controller, the Comptroller General of the United States, and the duly authorized representatives of any of the Parties, shall have access to any books, documents, papers and records of any Party which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, the Parties shall maintain all required records for three years after final payment for any work associated with this Agreement, or after all pending matters are closed, whichever is later.

R. Non-Discrimination Clause

1. During the performance of this Agreement, the Parties and their subcontractors shall not deny any benefits or privileges to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation. Each Party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated pursuant to it (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

S. Interpretation

Each Party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting Party. This Agreement shall be construed as if both Parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

The Parties have executed this Agreement on the day and year first written above.

"STA"
Solano Transportation Authority

"SCC"
Solano Community College

By _____
Daryl K. Halls
STA Executive Director

By _____
Dr. Celia Esposito-Noy, Ed.D.
SCC Superintendent/President

Approved as to form:

Approved as to form:

By _____
STA Legal Counsel

By _____
SCC Legal Counsel

**Exhibit A
Site Plan**



<http://www.solano.edu>

January 26, 2017

Mr. Daryl Halls
Executive Director
Solano Transportation Authority
One Harbor Center, Ste. 130
Suisun City, CA 94585



Dear Mr. Halls,

The Solano Community College District would like to request Solano Transportation Authority's (STA) support and participation in two pedestrian access improvement projects at our campuses:

- 1. Fairfield Campus Entry Sidewalk Improvements Project**, 4000 Suisun Valley Road, Fairfield
Project Scope of Improvements: includes installation of sidewalk, ADA ramps, roadway crosswalks, site lighting and signage as required leading from the main south entry driveway at Suisun Valley Road to the campus entry plaza near the Administration Building.
Budget: \$251,640
Schedule: In design now, bid in May, contract award June 21, start of construction July 5, final completion September 8.
- 2. Vacaville Center Intersection Improvements Project**, 2001 North Village Parkway, Vacaville
Project Scope of Improvements: includes installation of intersection signal lights, modifications to roadway medians and striping for additional turn lanes, modifications to parking lot islands and striping for vehicle cueing pedestrian path of travel, ADA ramps, roadway crosswalks, and signage as required at the SCD Center and SCCD Annex entry driveways on North Village Parkway, as well as related modifications to signal lights at the intersection of North Village Parkway and Vaca Valley Road.
Budget: \$968,270
Schedule: Final plans now at City for plan check/Permit, bid in March, contract award April 19, construction start early May, final completion September 15.

We would appreciate the STA's participation and support of these projects. For example, we would like the STA to consider financially assisting these projects in support of the new SolanoExpress Bus service stop connections. We support the proposed bus stop locations with the expectation that our students will have safe pedestrian path to the both the Fairfield and Vacaville campuses.

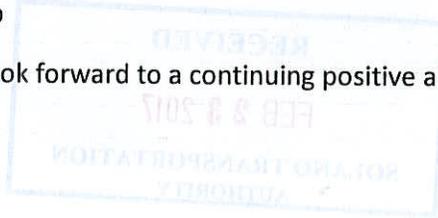
We also understand that there is a desire to have a new SolanoExpress Bus stop to service our Vacaville satellite campus facility, directly adjacent to our Vacaville Center Intersection Improvements Project. We are willing to consider an easement on the District's property to develop the bus stop along Vaca Valley Road as the District's contribution toward this project, subject to the Governing Board's approval. We understand that this new stop will benefit our students by providing more frequent and expanded service, similar to the Fairfield campus stop

We appreciate your support and look forward to a continuing positive and productive relationship with the STA.

Sincerely,



Lucky Lofton
Executive Bonds Manager



Mr. Gary Hall
Executive Director
Solano Transportation Authority
One Harbor Center, Ste. 150
Suisun City, CA 94595

Dear Mr. Hall,

1. Fairfield Campus Entry Sidewalk Improvement Project, 4600 Suisun Valley Road, Fairfield
Project scope of improvements: includes installation of sidewalk, ADA ramps, roadway crosswalks, site lighting and signage as required leading from the main south entry driveway at Suisun Valley Road to the campus entry plaza near the Administration Building.
Budget: \$251,640
Schedule: in design now, bid in May, contract award June 23, start of construction July 2, final completion September 8
2. Vacaville Center Intersection Improvements Project, 3001 North Village Parkway, Vacaville
Project scope of improvements: includes installation of intersection signal lights, modifications to roadway medians and striping for additional turn lanes, modifications to parking lot stands and striping for vehicle queuing pedestrian path (B-level), ADA ramps, roadway crosswalks, and signage as required at the SCD Center and SCD Annex entry driveways on North Village Parkway, as well as related modifications to signal lights at the intersection of North Village Parkway and Vaca Valley Road.
Budget: \$688,370
Schedule: Final plans now at City for plan check/permit, bid in March, contract award April 18, construction start early May, final completion September 15.

