

**QUICK STRIKE MOBILITY FUNDING AGREEMENT**  
**BETWEEN**  
**THE SOLANO TRANSPORTATION AUTHORITY**  
**AND**  
**THE CITY OF FAIRFIELD**  
**FOR THE FAIRFIELD-VACAVILLE HANNIGAN STATION PARKING LOT PROJECT**

**THIS QUICK STRIKE MOBILITY FUNDING AGREEMENT ("Agreement")** is entered into as of \_\_\_\_\_, 2021 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 City of Fairfield, a municipal corporation ("City"), each referred to individually as "Party" and collectively as "Parties".

**RECITALS**

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

WHEREAS, STA, as the CMA for the Solano area, partners with various transportation and planning agencies, such as the Metropolitan Transportation Commission (MTC) and Caltrans District 4 and 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, MTC has established the Safe and Seamless Mobility Quick-Strike funding program to fund quick-build or other near-term capital projects focused on bicycle/pedestrian safety and mobility, connections to transit, and projects that advance equitable mobility; and

WHEREAS, in order to qualify for Quick Strike Mobility funds, a jurisdiction must demonstrate that the project aligns with Connected Mobility Framework Values and Goals, is the direct result or outcome of a community engagement process, is within or directly connected to a Priority Development Area (PDA) or Transportation Priority Area (TPA) and/or serve a Community of Concern (CoC), addresses transit connectivity gaps, demonstrates partnership among jurisdictions, transit agencies, and counties, and can be delivered quickly and meet federal funding requirements, as funds must be obligated by September 30, 2022; and

WHEREAS, project sponsors receiving Quick Strike Mobility funds are required to adopt a resolution of local support prior to projects being programmed in the Transportation Improvement Plan (TIP);

WHEREAS, MTC has established the Project Selection Policies ("Policies") to govern the use of Quick Strike Mobility funds; and

WHEREAS, MTC has issued a Call for Projects in accordance with the Policies and has determined that The City of Fairfield meets the requirements for Quick Strike Mobility Funds.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement, the Parties agree:

### **Part I**

#### **Description of Project**

This project consists of constructing a parking lot at the Hannigan (Fairfield-Vacaville) Train Station, the first phase of a three-phase plan to improve the capacity of the centerpiece of this PDA. The remaining two phases consist of 1.) Opening the South Portal and constructing a Class I facility connecting the community and 2.) Constructing a Train Station building along with restroom facilities. To facilitate new riders and support the opening the South Portal of the Hannigan Station, the City will complete the parking lot by constructing 163 new parking spaces and adding electric charging stations, increasing current capacity from 136 spaces to 299 spaces.

### **Part II**

#### **Respective Roles and Responsibilities**

##### **A. City's Role and Responsibilities.**

1. Construct and close-out the first phase, construction of a parking lot (the "Project") as adopted in its submission to MTC's Quick Strike Mobility Call for Projects on June 9, 2021.
2. Meet the requirements of MTC Resolution No. 3606 which governs project delivery deadlines for all federal funding shown in the Transportation Improvement Program (TIP) for the Bay Area's federally funded transportation projects,
3. Comply with MTC Resolution No. 4202 which requires jurisdictions to comply with HPMS reporting requirements annually.
4. Work towards opening the South Portal and constructing a Class I trail, where feasible, connecting the station to communities in the south by the year 2025, using funds previously awarded by the Transit and Intercity Rail Program (TIRCP) for South Portal access improvements.
5. Hannigan Station shall be a formal first/last mile destination for transit service. The City will dedicate one mobility shelter for first/last mile services at the Hannigan Station.
6. Participate in regional wayfinding signage for the Hannigan Station. In addition, the City will work to develop real-time changeable message signage at the Station for customer use.
7. Any changes to project scope, budget, or schedule must be mutually approved by the Parties. Neither party shall not unreasonably withhold approval of a change of scope, budget, or

schedule. Project scope changes must not result in a decrease to project benefits. Any project delivery milestones that are not met must be reported to STA immediately.

8. As per MTC Resolution 3606, projects must be reviewed by the Solano Bicycle Advisory Committee prior to environmental clearance.
9. Project sponsors are required to provide emailed quarterly project updates, including construction progress reports and budget, to STA.
10. Any cost increases related to this project are the sole responsibility of the project sponsor.

#### **B. STA's Role and Responsibilities.**

STA agrees to provide all of the following, in a timely manner:

1. Assistance with programming and submittal of project Transportation Improvement Program (TIP) listings to MTC.
2. Review project design and monitor implementation of project to ensure it is consistent with OBAG Cycle 2 guidelines.
3. Arrange for the Solano Bicycle Advisory Committee (BAC) to review project for compliance with Complete Streets requirements, if required for the project.
4. Field review oversight and assistance with navigating Caltrans project delivery policies.
5. Allocate \$1.9 million in Quick Strike funds approved by the MTC at the June 9, 2021 meeting for use by the City on the Project.
6. Reimburse costs of the Project, beginning April 1, 2022, or when CON Authorization is received.
7. Assist the City in seeking further federal, state, and regional funding for future phases of the Hannigan Station.
8. In the event Fairfield requests assistance and/or advice, STA shall respond within five business days.

#### **C. Anticipated Schedule.**

Time is of the essence with regard to this Project. Per the Quick Strike Mobility program guidelines, funds must be obligated by September 30, 2022. Therefore, the Parties agree to the following schedule:

<b>Actions/Milestones</b>	<b>Date</b>
TIP Programming	9/30/2021
STA Board Approval	7/9/2021
Field Review	N/A
Request PE Authorization	N/A
Receive PE Authorization	N/A
Federal Environmental Type	CE
Technical Reports to Caltrans	N/A
Environmental Circulation/Permits	10/31/2021
Environmental Adopted	12/31/2021
Final Design	12/31/2021
Request ROW Authorization	N/A
ROW Certification	N/A

<b>Actions/Milestones</b>	<b>Date</b>
Request CON Authorization	2/1/2022
Receive CON Authorization	4/1/2022
Advertise Date	5/1/2022
Contract Award Date	7/5/2022
Project Completion	6/30/2023
Project Closeout	9/30/2023

As outlined in STA's project delivery policies, failure to adhere to this project delivery schedule may, upon notice, result in rescoping the project, funding swaps or reprogramming of funding to other eligible projects.

#### **D. Mutual Responsibilities.**

1. Parties agree to abide by MTC Resolution No. 4035, incorporated into this Agreement as Exhibit A by this reference, and its implementing instructions, as provided by MTC during the term of this Project.
2. The Parties agree to communicate information in a timely format and provide direction as needed so as to not impact the Project Schedule. To the extent that any Party is not performing its duties under this Agreement in such a manner as to impact either the schedule and/or Project funding, the Parties agree to meet and confer to resolve any dispute.

### **Part III**

#### **Funding**

STA has programmed Quick Strike Mobility Funds in the amount of \$1,900,000 in FY 2021-22 for this Project.

City has agreed to transfer these funds from FHWA to FTA funds..

City has agreed to work towards opening the South Portal and will provide bicycle and pedestrian access improvements, to be clearly defined in a subsequent agreement, by the year 2025 using funds previously awarded by the Transit and Intercity Rail Program for South Portal access improvements.

As referenced in Part II Section A: Any cost increases related to this project are the sole responsibility of the project sponsor.

## Part IV

### General Terms and Conditions

#### *A. Term of Agreement*

This Agreement shall remain in effect through the filing of the Notice of Completion on the Project or the completion of the reimbursement to the City, whichever is later, unless it is terminated or amended earlier as stipulated in this Agreement. This Agreement may also be terminated due to Project funding shortfalls or other unforeseen event(s), as mutually agreed to by the Parties. In the event of loss of funding, the Parties agree to work collaboratively to redirect the Project funds or other projects eligible for such funding.

#### *B. Indemnification*

##### *1. STA to indemnify City*

STA agrees to indemnify and release City, its elected bodies, agents, officers and employees (collectively referred to in this paragraph as 'City'), from and against any and all claims, liability, or expense (including attorneys' fees and witness costs) arising from any negligent act or omission or willful misconduct of STA. 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.

##### *2. City to indemnify STA*

City agrees to indemnify and release the STA, its elected bodies, agents, officers and employees (collectively referred to in this paragraph as 'STA') from and against any and all claims, liability or expense (including attorneys' fees and witness costs) arising from any negligent act or omission or willful misconduct of City. 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.

##### *3. Each Party to defend itself for concurrent claims*

STA agrees to defend itself, and City agrees to defend itself, from any claim, action or proceeding arising out of the negligent act or omission or willful misconduct of STA and City in the performance of this Agreement. In such cases, ST A and City 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 ST A and City agree in writing to a joint defense, STA and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the negligent act or omission or willful misconduct of City and ST A in the performance of this Agreement. Joint defense counsel shall be selected by mutual

agreement of STA and City. ST A and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subparagraph 5 below. STA m1d City further agree that neither Party may bind the other to a settlement agreement without the written consent of both STA and City.

5. *Reimbursement and/or Reallocation*

Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, STA and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

*C. Insurance*

1. Each Party agrees to maintain its status as a legally self-insured public entity for general and auto liability insurance coverage with limits of no less than \$1,000,000 per occurrence and no less than fifteen million dollars (\$15,000,000) aggregate. Each Party's 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, using standard ISO endorsement No. CG2010 or its equivalent 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 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.

*D. No Waiver*

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

#### *E. Assignability*

No Party to this Agreement shall assign or transfer any interest nor performing any duties or obligations, without the prior written consent of the other Parties, and any attempt by a Party to so assign or transfer this Agreement or any rights, duties or obligations arising shall be void and of no effect.

#### *F. 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 California with venue residing in Solano County.

#### *G. Force Majeure*

No Party shall be held responsible or deemed in default for any delay or failure in performance under this Agreement caused by unforeseeable events beyond control of the Parties. Such events include but are not limited to the following: 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 the Party.

#### *H. Notices*

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 Parties shall be addressed to the other Parties at the addresses set forth below. A Party may change its address by notifying the other Parties 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.

#### **SOLANO TRANSPORTATION AUTHORITY**

Janet Adams, Director of Projects

Solano Transportation Authority

One Harbor Center, Suite 130

Suisun City, CA 94585

#### **CITY OF FAIRFIELD**

Paul Kaushal, Director of Public Works

City of Fairfield

1000 Webster Street

Fairfield, CA 94533

#### *I. Subcontracts*

Within the funds allocated by the Parties under this Agreement, any Party may be authorized to contract for any and all of the tasks necessary to undertake the projects or studies contemplated by this Agreement. Agencies must follow federal procedures in selecting consultants.

#### *J. Prior Agreements and Amendments*

This Agreement represents the entire agreement of the Parties regarding the matter described, and no representation, warranties, inducements, or oral agreements have been made by 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.

#### *K. Severability*

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

#### *L. Compliance with all Laws*

The Parties shall observe and comply with all necessary federal, state and local laws, ordinances, and codes, including those of the Federal Transit Authority (FTA).

#### *M. Non-Discrimination Clause*

1. During performing this Agreement, the Parties and their subcontractors shall deny no benefits or privileges to any person on the basis the 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. applicants sexual for orientation. Each Party shall ensure that the evaluation and treatment of employees and employment are free of such discrimination.
2. The Parties shall comply with Title VI of the Civil Rights Act of 1964, the Fair Employment and Housing Act (Government with Code section 12900, et seq.), the regulations promulgated under it (Title 2, California Code of Government Regulations, section 7285.0, et seq.), 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 the foregoing, such as statutes and regulations may be amended from time to time.

#### *N. Access to Records and Retention*

All Parties, acting through their duly authorized representative, and 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 the Parties, shall have access to



any books, documents, papers and records of any Party directly pertinent to the matter of this Agreement to make 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 all pending matters are after closed, whichever is later.

This Agreement was executed by the Parties on the day and year first written above.

**SOLANO TRANSPORTATION AUTHORITY**

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Daryl K. Halls, Executive Director

By: \_\_\_\_\_

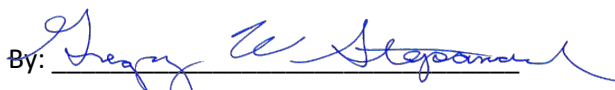
Bernadette Curry, STA Legal Counsel

**CITY OF FAIRFIELD**

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Stefan Chatwin, City Manager

By:  \_\_\_\_\_

Gregory W. Stepanicich, City Attorney