

**MEMORANDUM OF UNDERSTANDING  
BY AND AMONG  
THE SOLANO TRANSPORTATION AUTHORITY,  
THE CITY OF FAIRFIELD,  
THE CITY OF VACAVILLE AND  
THE COUNTY OF SOLANO FOR THE IMPLEMENTATION OF  
THE JEPSON PARKWAY PROJECT**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is entered into on the date last written below, among the municipal corporations of the CITY OF FAIRFIELD (“FAIRFIELD”) and the CITY OF VACAVILLE (“VACAVILLE”), the COUNTY OF SOLANO (“COUNTY”), a political subdivision of the State of California, and 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”). Unless specifically identified, the various public agencies may be commonly referred to individually as “Party” or collectively as "Parties", while Fairfield, Vacaville and the County may be collectively referred to individually as “Agency” or collectively as "Agencies" as the context may require.

**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

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 has sponsored, and the Agencies have joined and participated in, various studies of the Jepson Parkway Corridor, a 12 mile long four lane multimodal arterial connecting State Route 12 in Suisun City and Interstate 80 in Vacaville; and

WHEREAS, the Jepson Parkway Concept Plan was approved by the STA Board in 2000 with a recommendation to pursue its development in order to provide improved local traffic circulation in northern Solano County as well as to reduce current and future congestion in the region; and

WHEREAS, working in partnership, early segments of the Jepson Parkway Project (the “Project”) have been successfully funded and constructed in Suisun City (Walters Road), Fairfield and Solano County (Peabody Road – Vanden Road – Cement Hill Road intersection) and Vacaville (Leisure Town Road Interchange and the Leisure Town Extension); and

WHEREAS, STA in cooperation with the Agencies has developed an Environmental Impact Report and Environmental Impact Statement (EIR/EIS) for the balance of the Project which has adopted Alignment B, consisting of Walters Road including the Walters Road extension, Cement Hill Road, Vanden Road and Leisure Town Road as the Preferred Alternative; and

WHEREAS, the Project is anticipated to cost \$186.7 million including right of way acquisition, construction, and support costs; and

WHEREAS, the currently programmed STIP funds that have not yet been authorized for the Jepson Parkway Project are \$36.7 million, consisting of \$30.5 million for construction, \$3.8 million for right of way and \$2.4 million (funds were authorized in FY 2010/11) for PS&E (plans, specifications and estimate) development; and

WHEREAS, given the total cost to complete the remaining segments of the Project, the Project will be constructed in phases based upon funds that have been identified to date and future potential funding sources; and

WHEREAS, the Parties acknowledge that the development of the Project will require many years and the utmost cooperation among the Parties in the allocation of regional and local transportation funds; and

WHEREAS, the Parties acknowledge that other proposed projects in the corridor will require the utmost cooperation between the Parties to ensure the most cost effective, efficient delivery of the Project.

### **AGREEMENT**

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

#### **Part I**

#### **Jepson Parkway Working Group**

The Jepson Parkway Working Group, comprised of public works and planning staff members from the Parties, is established in order to develop, evaluate and provide recommendations to the STA Board for the following items:

1. An updated Jepson Parkway Concept Plan including corridor design standards, aesthetic treatments, and vision.
2. Options for and a recommended construction phasing of the Project based upon the Guiding Principles set forth below.
3. An overall funding plan for the construction of the Project, including Agency/Authority “payback plan” guidance for the implementation of the individual segments of the Project.
4. A corridor operational and maintenance plan if needed, for activities beyond normal ongoing maintenance and operations of these segments.

**Part II**  
**Guiding Principles**

The following Principles will guide the development of the items included in Part I above:

- A. The Parties recognize that the Jepson Parkway is an interregional route that must be designed, maintained and operated effectively and in a coordinated manner to realize maximum regional and local benefit. Each Agency should consider the regional need of this route in its local land use planning to maximize efficient operations.
- B. The Parties recognize the importance of completing the Project and as such will work together to identify and support future funding opportunities.
- C. The Parties recognize the payback of the local and/or regional share as a paramount means of funding the next Project segment and thus agree to make any paybacks associated with the Project a priority.
- D. STA will provide overall project management for the Project , to ensure consistency and operational coordination between segments and across jurisdictional boundaries.
- E. The Agencies will identify the required local funding contribution, arrange for the possible dedications of right of way needed for Project construction (to the extent practicable), support STA in the delivery of Project segments on the Jepson Parkway corridor, take a lead role in segment delivery if desired, issue encroachment permits as needed, and accept constructed segments for maintenance and operations.
- F. The following will be considerations in determining funding priority for construction:
  - 1. Design and right of way acquisition for the proposed segment can occur on a timely basis consistent with the availability of construction funds.
  - 2. Agencies involved in the proposed segment have identified their 50% local share of segment funding and can commit (including executing a Funding Agreement with STA) to the segment “payback plan” identified in a separate Funding Agreement. Agency costs, including staff costs, incurred in the course of work on the proposed segment, are considered to be eligible project costs, and as such may be included in the 50% local share of segment funding.
  - 3. The proposed segment has no unresolved issues resulting from other ongoing projects that would cause delay in the delivery of the Jepson Parkway segment.
  - 4. Of the remaining Jepson Parkway segments, the proposed segment provides the best overall cost benefit (operational benefit compared to delivery cost) to the region.
  - 5. The proposed segment advances the multimodal utilization of the Jepson Parkway.
  - 6. The proposed segment can be funded with available funds including the local share requirement payback plan provisions. The involved Agencies may utilize dedicated right

of way to offset the local share requirement based upon appraised values at the time of dedication.

G. Fairfield and Vacaville acknowledge that their City limits are proposed to be extended through annexation and agree to take responsibility for the costs associated with delivery of the segments within the future City limits. Any such segments will be designed in accordance with the standards established in the Updated Jepson Parkway Concept Plan to be adopted by all parties. A short segment between the future City limits of Fairfield and Vacaville may remain within the unincorporated County; in this case, this remaining County segment will be delivered as part of one of the City projects, however the 50% local cost share associated with that portion of the Project would be the responsibility of the County. The County will provide a County Encroachment Permit for construction at no cost to the project.

**Part III**  
**General Terms and Conditions**

*A. Term of MOU*

This MOU shall remain in effect until modified in writing by the Parties or until the Project is completed in its entirety.

*B. Indemnification*

1. Each Party shall indemnify, defend, protect, hold harmless, and release the other Parties, their elected bodies, officers, agents, and employees, 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 such indemnifying Party in the performance of its obligations under this MOU. 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.

*C. No Waiver*

The waiver by any Party of any breach or violation of any requirement of this MOU 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 MOU.

*D. Assignability*

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

*E. 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.

*F. Force Majeure*

No Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU 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 the Party.

*G. Notices*

All notices required or authorized by this MOU 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

George Hicks, Director of Public Works  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

CITY OF VACAVILLE

Rod Moresco, Director of Public Works  
City of Vacaville  
650 Merchant Street  
Vacaville, CA 95688

SOLANO COUNTY

Bill Emlen, Director of Resource Management  
County of Solano  
675 Texas Street, Suite 5500  
Fairfield, CA 94533

*H. Subcontracts*

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

*I. Prior Agreements and Amendments*

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

*J. Severability*

If any provision or portion of this MOU 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 MOU.

*K. Compliance with all Laws*

The Parties shall observe and comply with all applicable federal, state and local laws, ordinances, and codes including those of the Federal Highway Administration (FHWA).

*L. Non-Discrimination Clause*

1. During the performance of this MOU, 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.

*M. 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 MOU, 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 MOU 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 MOU, or after all pending matters are closed, whichever is later.

**IN WITNESS WHEREOF**, this MOU was executed by the PARTIES on the day and year last written below.

SOLANO TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Daryl K. Halls, Executive Director

By: \_\_\_\_\_  
Bernadette Curry, STA Legal Counsel

CITY OF FAIRFIELD

By: \_\_\_\_\_  
Sean Quinn, City Manager

By: \_\_\_\_\_  
George Stepanicich, City Attorney

CITY OF VACAVILLE

By: \_\_\_\_\_  
Laura Kuhn, City Manager

By: \_\_\_\_\_  
Shana Faber, Assistant City Attorney

SOLANO COUNTY

By: \_\_\_\_\_  
Birgitta Corsello, County Administrator

By:  \_\_\_\_\_  
Lori Mazzella, Deputy County Counsel