

**JOINT PARTICIPATION AGREEMENT  
BY AND BETWEEN THE CITY OF FULLERTON AND  
THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY  
FOR THE NUTWOOD AVENUE PEDESTRIAN BRIDGE (TITAN GATEWAY)  
PROJECT**

THIS JOINT PARTICIPATION AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ of \_\_\_\_\_ 2025 (“Effective Date”) by and between the City of Fullerton, hereinafter referred to as “City” and the Board of Trustees of the California State University, hereinafter referred to as “University” for the Nutwood Avenue Pedestrian Bridge Project, hereinafter referred to as the “Project”. Collectively, Fullerton and University may be referred to as the “Parties” or individually as a “Party”.

**RECITALS**

**WHEREAS**, University was allocated \$10 million in federal funds through Congressional Earmarks, specifically the Consolidated Appropriations Act, 2022 & 2023 Highway Infrastructure Programs (“HIP”) set aside for “Community Project Funding / Congressionally Directed Spending; \$5 million from Cycle 1 and \$5 million from Cycle 2;

**WHEREAS**, University will construct the federal funded project as specified in this Agreement which is attached as Exhibit “A” (the “Project”).

**WHEREAS**, before federal funds will be made available for a specific program project, an administering agency and the State of California are required to enter into an agreement to establish terms and conditions applicable to the administering agency when receiving federal funds for a designated project facility and to the subsequent operation and maintenance of that completed facility;

**WHEREAS**, University does not possess an executed Master Agreement Administering Agency – State Agreement for Federal-Aid Projects applicable to this Project;

**WHEREAS**, on May 6, 2016, City, as the Administering Agency, and the State of California, acting by and through its Department of Transportation (“CalTrans”), entered into Master Agreement Administering Agency-State Agreement for Federal-Aide Projects No. 12-5133R (“Master Agreement”) which is applicable to this Project and incorporated herein by this reference; and

**WHEREAS**, it is understood that City will assist University in utilizing the available federal funding described above for the Project solely by acting as the Administering Agency under the Master Agreement for this Project, and University will be responsible for all planning, engineering, architecture, environmental review, all other required project consultants, and construction and maintenance costs of any kind for the Project including the costs incurred by City to comply with the obligations of the Administering Agency set forth in the Master Agreement.

**WHEREAS**, it is the intent of City and University in entering this Agreement to set forth terms and conditions applicable to City and University's provision of services necessary to complete the Project, to benefit City and University.

## **AGREEMENT**

**NOW THEREFORE**, it is understood and agreed by the Parties as follows:

### **ARTICLE 1. COMPLETE AGREEMENT**

This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement between the Parties concerning the Project and supersedes all prior representations, understandings and communications between the Parties. The above-referenced Recitals are true and correct and are incorporated by reference.

### **ARTICLE 2. RESPONSIBILITIES OF UNIVERSITY**

University agrees to the following responsibilities:

1. Serve as lead agency for design, construction and construction management of Project and shall provide oversight by establishing Project milestones and overseeing the Project development to ensure compliance with all standards and requirements set forth in the Master Agreement and the Caltrans Local Assistance Programs Procedures Manual (LAPM).
2. Be fully responsible for financing the construction and all related hard and soft costs for the Project. It is the intent of the Parties that there will be no financial impact to the City and that University will reimburse the City for any construction and related costs associated with the completion of the Project and future maintenance obligations required by the Master Agreement, including but not limited to Project cost overruns or any amounts not paid by the Project funding sources but charged to City as the Administering Agency under the Master Agreement. At this time, the City does not anticipate any hard costs. However, the City will be performing various related tasks (legal, management, inspection, etc.) throughout the project from design to closeout with the Department of Transportation that are identified as soft costs. Both parties agree to a not-to-exceed cost of \$50,000 to complete such soft costs tasks. Costs shall be on a time and material basis, based on current fully burdened hourly rates.
3. Prepare or cause to be prepared and submit, all environmental documents, construction plans, estimates and specifications required for the Project.
4. Be responsible for obtaining any required permits for the implementation of the Project. Notwithstanding the prior sentence, University does not waive any of its sovereign immunity rights as the State of California acting in its higher education capacity.
5. Conduct public bidding as required by applicable University policy and law, award a contract in accordance with the approved construction plans and specifications, and

administer the contract through completion of the Project, all as required by and in compliance with the terms and conditions of the Master Agreement.

6. Throughout the Project, furnish qualified personnel to perform project and construction management functions for the Project in accordance with the Caltrans LAPM.
7. Maintain coordination with City for construction of the Project and City's reporting obligations under the Master Agreement.
8. Coordinate construction activity within City and provide a schedule of construction activity within the City that is reasonably acceptable to City.
9. Submit award information package to the City within forty-five (45) days of Project contract award and prior to the submittal of the University's first reimbursement invoice for the construction contract.
10. Continue to provide progress reimbursement invoices for the construction of the Project to the City to be submitted to Caltrans for work completed.
11. At a minimum, submit reimbursement invoices at least once every six (6) months commencing after the funds are encumbered for construction to avoid jeopardizing the City's Master Agreement with Caltrans and/or the funding of the Project
12. Submit the final report documents to the City for submittal to Caltrans that collectively constitute a "Report of Expenditures" within one hundred sixty (160) days of Project completion.
13. Complete the Project in accordance with applicable federal, state, and local requirements, as well as any and all applicable statutes and regulations including, but not limited to, bidding policies and laws, prevailing wage and other labor laws, disadvantage business enterprise, Buy America, provisions of the California Building Standards Code, and the California Environmental Quality Act (CEQA), NEPA and the relevant Guidelines, and all requirements in the Master Agreement including any addendums to or Project specific attachments required by the Master Agreement.
14. Federal requirements designate that agencies receiving federal funds maintain records of all project documentation, including but not limited to all approved certifications, noticing, invoice submittals, progress reports, receipts, amendments, exhibits, transmittals, and all other relevant documents pertaining to the funded project. Ensuring compliance with these requirements is crucial for the timely reimbursement of funds, including final submittal and auditing purposes. To this end, University shall be responsible for maintaining all paperwork in both electronic and hard copy format.  
If audited, University staff and representatives will attend audit meetings along with City staff and provide all necessary information in response to the audit that could be requested by Caltrans.

15. Provide staff, consultants, and/or contractors deemed necessary and appropriate to manage, administer, coordinate, and oversee engineering design and management of the Project. To the extent required by University of its contractors performing work on the Project, University shall require all such contractors indemnify, defend and hold City, its elected officials, officers, employees, agents and volunteers ("Indemnitees") free and harmless, including payment of attorneys' and experts' fees, with respect to any and all claims and liabilities of any kind arising out of each such contractor's acts or omissions in the performance of work on the Project, to the maximum extent permitted by law. University shall require all such contractors to name the Indemnitees as additional insureds on all commercial general and automobile liability policies required by University for the Project.

### **ARTICLE 3. RESPONSIBILITIES OF CITY**

City agrees to the following responsibilities:

1. Serve as the lead agency for the purpose of coordinating submittals to Caltrans to in accordance with the Caltrans LAPM for the use of federal funds assigned to the Project.
2. Have the right to accept or reject the qualifications of the firms or staff that will implement or enforce federal requirements for the Project.
3. Have the right to review all invoices, warrants and other related documents used in preparing the accounting for the Project.
4. Encroachment Permit: Grant University, its officers, employees, designees and/or permittees an encroachment permit ("Permit") to enter upon the Project located within the City's public right-of-way, and all related appurtenances, to construct, operate, maintain, and repair the Project.
5. City shall waive all costs and fees related to the required City encroachment permit for the construction phase of the Project. Notwithstanding the prior sentence, University does not waive any of its sovereign immunity rights as the State of California acting in its higher education capacity.

### **ARTICLE 4. RESPONSIBILITIES OF THE PARTIES**

The Parties agree to the following mutual responsibilities:

1. Comply fully with the obligations placed upon City as Administering Agency under the Master Agreement to ensure no harm is caused City for any breach of the Master Agreement resulting from the acts or failure to act or omissions by University in undertaking and completing the Project.
2. Cooperate and coordinate their staff, contractors, and consultants, in providing the services and responsibilities required under this Agreement and the Master Agreement with respect to the performance of the Project and ongoing maintenance obligations.

3. Agree to work together in good faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the performance of this Agreement and the Master Agreement as it relates directly to this Project.

## **ARTICLE 5: ADDITIONAL TERMS AND CONDITIONS**

1. **Amendment; Modification.** This Agreement may only be modified or amended upon written agreement of all Parties. All modifications, amendments, changes and revisions of this Agreement in whole or in part, and from time to time, shall be binding upon the Parties, so long as the same shall be in writing and executed by the Parties.
2. **Governing Law.** This Agreement shall be governed by all applicable federal, state and local laws. The Parties warrant that in the performance of this Agreement, each shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated there under.
3. **Force Majeure.** Each Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing, by any unforeseeable cause beyond its control, including but not limited to: any incidence of fire; flood; acts of God; commandeering of material, products, plants or facilities by federal, state or local government; national fuel shortage; or a material act or omission by any Party; provided satisfactory evidence of such cause is presented to the other Party, and provided further such nonperformance is unforeseeable, beyond the reasonable control and is not due to the fault or negligence of the Party not performing.
4. **Termination; Default.** Following a material default or breach of the terms of this Agreement that remains uncured for a period of thirty (30) days following receipt by the defaulting party ("Defaulting Party") of written notice of such default or breach given by the non-defaulting party ("Non-Defaulting Party"), the Non-Defaulting Party may terminate this Agreement by giving Defaulting Party notice of termination. On the giving of the notice, all of Defaulting Party's rights in this Agreement shall terminate. Non-Defaulting Party shall not be deemed to have terminated this Agreement unless Non-Defaulting Party shall have so declared in writing to Defaulting Party. Notwithstanding the foregoing, if the nature of such default or breach is such that the same cannot reasonably be cured within such thirty (30) day period, the Defaulting Party shall not be deemed to be in default if the Defaulting Party shall within such period commence such cure and thereafter diligently prosecute the same to completion. Termination of this Agreement shall not, by itself, affect any rights or obligations of the Parties under the Master Agreement.
5. **Indemnification.** In addition to any other indemnities for the benefit of City under this Agreement, the University shall indemnify, defend and hold harmless the City from and against any judgments, injuries, damages, or other losses for third-party bodily injury or third-party damage to real or personal property or the financing, ownership, operation, or management of the Project ("Claims") arising out of or in any way connected with any negligent acts or omissions or willful misconduct of University or any of its employees or

agents in, on or about the Project, or in any way related to this Agreement or any violation of the terms and conditions of this Agreement by University and/or failure by University to perform its obligations under this Agreement. The foregoing indemnity shall not apply to any Claims to the extent caused by or arising out of any gross negligence or willful misconduct of City or its employees or agents. The foregoing indemnity shall survive the expiration or any earlier termination of this Agreement.

6. Assumption of Risks; Waiver of Liability. Without limiting any other releases or waivers by or from University elsewhere in this Agreement, University hereby agrees to fully and completely assume all risk of loss by theft, accident, fire, flood, earthquake, or other casualty of any kind, which may in any way affect the Project, the use or operation of the Project, or the exercise of the rights granted herein, and University waives all claims against City and its officers, employees, and agents for loss or damage caused by, arising out of, or in any way connected with University's use of the Project, or the exercise of the rights granted herein, in each case, except to the to the extent caused by or arising out of any gross negligence or willful misconduct of City or its employees or agents.
7. Notices. Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been received three (3) business days after deposit in the U.S. Mail. The representatives of the Parties who are primarily responsible for the administration of this Agreement, and to whom notices, demands and communications shall be given are as follows:

City of Fullerton – LEAD AGENCY  
303 W. Commonwealth Avenue  
Fullerton, CA 92832  
Attn: Public Works Director  
(714) 738-6845

The Board of Trustees of the California State University  
401 Golden Shore, 4th Floor  
Long Beach, CA 90802-4210  
Attn: Assistant Vice Chancellor, Capital Planning, Design & Construction

With copies to:

The California State University  
Office of General Counsel  
401 Golden Shore  
Long Beach, CA 90802-4210  
Attn: University Counsel, California State University, Fullerton


California State University, Fullerton  
800 N. State College Blvd, T-120  
Fullerton, CA 92831

Attn: Associate Vice President, Capital Programs & Facilities  
Management

8. Term. This Agreement shall continue in full force and effect from the first date written above through Project completion including but not limited to project audits unless terminated earlier by City. The term of this Agreement may only be extended upon written agreement by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their authorized officers on the date first written above.

THE BOARD OF TRUSTEES OF THE  
CALIFORNIA STATE UNIVERSITY, the State of  
California acting in its higher education capacity,  
on behalf of California State University, Fullerton

By:   
Alex Porter (Jun 18, 2025 13:41 HST)

Name: Alexander Porter

Title: Vice President and Chief Financial Officer  
California State University, Fullerton

CITY OF FULLERTON

\_\_\_\_\_  
Fred Jung, Mayor

ATTEST:

\_\_\_\_\_  
Lucinda Williams, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



## Exhibit A:

### Project Description and Location Map

**Project Description:** California State University, Fullerton will build a pedestrian bridge spanning a key campus crossing at Nutwood and Commonwealth avenues in order to protect pedestrians and reduce accidents, mitigate neighborhood concerns and improve traffic flow, and reduce vehicle trips and encourage walking and biking. The project includes a new pedestrian bridge structure, placement of retaining walls on CSUF property for approach ramps, cast-in-place abutments founded on pile caps with cast-in-drilled-hole piles, new prefabricated single span truss over Nutwood Avenue. Modifications to medians and striping for College Park building north parking lot to accommodate bridge structure and fire lane improvements will also be required, in addition to removal and replacement of City of Fullerton traffic signals for intersection of Nutwood Avenue and Commonwealth Avenue. New landscaping and lighting for bridge structure and intersection will also be included. Additional work includes excavation and backfill for structures, traffic control, sidewalk repairs for traffic signal relocation.

### Location Map

