

FIRST AMENDMENT TO THE FUNDING EXCHANGE AGREEMENT

BY AND BETWEEN THE CITY OF FAIRFIELD AND

THE SOLANO TRANSPORTATION AUTHORITY

FOR THE HEART OF FAIRFIELD

THIS FIRST AMENDMENT to the Funding Exchange Agreement (“First Amendment”) is entered into as of _____, 2021 between the City of Fairfield, a municipal corporation (“City”) and the Solano Transportation Authority, a congestion management agency authorized under the laws of the State of California (“STA”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties entered into an agreement (“Agreement”) on October 19, 2018, in which the Parties agreed to cooperate on developing and constructing the transportation improvements identified in the Heart of Fairfield Plan, utilizing federal Surface Transportation Program (“STP”) funds to advance the improvements sooner to be repaid with City local funds in the amount of \$1,254,600 over two years; and

WHEREAS, Article 2 (Sources of Funding) of the Agreement provides for an option to shift the programming to Fiscal Year (“FY”) 2021-22 with the concurrence of both Parties prior to the development of the Federal Fiscal Year investment plan prior to the programmed year; and

WHEREAS, the Parties desire to amend the Agreement to permit the City to utilize the funding on pavement maintenance work on Cadenasso Drive, an arterial street that provides access to the Fairfield Transportation Center and is located within the Heart of Fairfield Specific PDA Plan; and

WHEREAS, the City requests that the funding obligations specified in the Funding Exchange Agreement be shifted to FY 2021-22 with utilization in FY 2022-23 to allow staff adequate time to obtain Environmental clearance and to prepare the plans, specifications, and cost estimates for the work on Cadenasso Drive; and

WHEREAS, this First Amendment represents a one-year extension of the Agreement timeline.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. “Article 2, Sources of Funding” is deleted in its entirety and replaced with the following:
 - A. STA will program the \$1.394 Million of STP funds in the Transportation Improvement Program (TIP) for allocation for construction in Fiscal Year (FY) 2022-23 in exchange for the City repaying STA with \$1.254 Million of local funds.

- B. The City shall notify STA in writing on or before April 30, 2021 stating whether the City will be able to implement the Project and expend the STP funds by Fiscal Year (FY) 2022-23.
1. If the City determines that it will be unable to meet the schedule requirements and notifies STA by April 30, 2021, STA will reprogram the STA funds to a different agency and project. The City will not receive the STP funds from STA and STA will not receive the local funds from the City.
 2. If the City determines that it will be unable to meet the schedule requirements, but fails to notify STA by April 30, 2021, the City shall remain subject to its obligations identified in Article 3 of this Agreement.
 3. With the concurrence of both parties, the programming may be shifted to FY 2022-23 which must occur prior to the development of the Federal Fiscal Year investment plan prior to the programmed year.
- C. City intends on funding a portion of the Project Approval/Environmental Document (PA/ED) and Plans, Specifications & Estimates (PS&E) phases with local monies. STA will request funding from the Metropolitan Transportation Commission (MTC) to program Toll Credits to satisfy the City's required 11.47% local match/contribution, although such funding is not guaranteed.
- D. The Parties agree that attracting regional and state funding to the Project is a priority and agree to work together to support and seek grant opportunities for future investment in the Project.
2. Except as set forth in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date and year first written above.

SOLANO TRANSPORTATION AUTHORITY CITY OF FAIRFIELD

By: _____
Daryl K. Halls, Executive Director

By: _____
Stefan Chatwin, City Manager

Approved as to Form:

Approved as to Form:

By: _____
Bernadette Curry, STA Legal Counsel

By: _____
Gregory W. Stepanicich, City Attorney