TRANSPORTATION FUNDING EXCHANGE AGREEMENT BY AND BETWEEN THE CITIES OF RIO VISTA AND VACAVILLE AND THE SOLANO TRANSPORTATION AUTHORITY

THIS FUNDING EXCHANGE AGREEMENT ("Agreement") is made and entered into as of this 31st day of March, 2010, among the SOLANO TRANSPORTATION AUTHORITY, a joint powers entity organized under Government Code section 6500 et seq., hereinafter referred to as "STA", the CITY OF RIO VISTA ("Rio Vista") and the CITY OF VACAVILLE ("Vacaville"), both of which are municipal corporations of the State of California, which agree as follows:

RECITALS

This Agreement is made with reference to the following facts and objectives:

WHEREAS, it has been determined by the STA that Rio Vista's fair share of Federal Stimulus from 2009 is $90,000 for roadway rehabilitation; and

WHEREAS, it appears that Rio Vista would be at risk of losing the funds should they be allocated due to the City's immediate inability to comply with the requirements and timelines required under the Federal Stimulus Program; and

WHEREAS, Vacaville has initiated its rehabilitation projects with its fair share of Federal Stimulus funds from 2009 and has a need for additional transportation funding; and

WHEREAS, Rio Vista has requested that Vacaville agree to provide a specified amount of its local transportation or general fund monies for various street overlay projects in exchange for Vacaville receiving Federal Stimulus funds from Rio Vista that it otherwise would have lost; and

WHEREAS, STA has reviewed and approved of this Agreement as a means to further the transportation goals of the STA and its partner agencies.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants below, the parties agree as follows:

1. Rio Vista agrees to permit an amount not to exceed Ninety Thousand Dollars ($90,000) of Federal Stimulus funds from 2009 to be programmed for use in the Vacaville 2009 Asphalt Concrete Overlay Project ("Exchange Amount").

2. Pursuant to an agreement amongst the parties (and others within Solano County), Rio Vista will permit the Exchange Amount to be used by Vacaville in exchange for 90% of the Exchange Amount. In accordance with such formula, Vacaville agrees to pay to Rio Vista an amount of Eighty-one Thousand Dollars ($81,000) ("Return Amount"), in local general fund or transportation fund monies.

3. STA shall program the Exchange Amount for the Vacaville 2009 Asphalt Concrete Overlay Project in the amount of $90,000. Not more than 2 years from the date of this Agreement, Vacaville shall pay Rio Vista the Return Amount.

4. It shall be the responsibility of Vacaville to obtain all necessary state and/or federal approvals prior to initiating reimbursable work on the Vacaville 2009 Asphalt Concrete Overlay Project.

5. Rio Vista agrees to use the Return Amount for various street overlay projects.

6. Neither Vacaville nor any officer, elected official, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Rio Vista in connection with this Agreement. It is also agreed that Rio Vista shall fully indemnify and hold harmless Vacaville and its officers, elected officials, consultants, agents, and employees from any liability imposed for injury or loss occurring by reason of anything done or omitted to be done by Rio Vista in connection with this Agreement and/or any claim related to or arising out of the construction of Rio Vista's various street overlay projects. Notwithstanding the above, it is expressly agreed that Rio Vista will not be liable to Vacaville for any loss of funds, any action(s) or inaction(s) of the California Transportation Commission or of Caltrans or for anything related to the Vacaville 2009 Asphalt Concrete Overlay Project.

7. Neither Rio Vista nor any of its officers, elected officials, consultants, agents, or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Vacaville in connection with this Agreement. It is also agreed that Vacaville shall fully indemnify and hold harmless Rio Vista and its officers, elected officials, consultants, agents, and employees from any liability imposed for injury or loss occurring by reason of anything done or omitted to be done by Vacaville in connection with this Agreement and/or any claim related to or arising out of the construction of the Vacaville 2009 Asphalt Concrete Overlay Project.

8. Should a lawsuit, action or proceeding be instituted regarding the enforcement and interpretation of any of the terms of this Agreement or any matter arising out of or related to this Agreement, each party shall bear its own attorneys' fees and all costs of the lawsuit, action or proceeding.

9. This Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other parties, except as set forth in this Agreement. Subject to the restriction or assignment, transfer, hypothecation and pledging, this Agreement shall be binding upon any successors or assigns of the parties hereto.

10. This Agreement may be amended by written agreement executed by all of the parties hereto. No alterations or variation of the terms of this Agreement shall be valid unless made in writing signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

11. This Agreement shall be interpreted under and governed by the laws of the State of California.

12. This Agreement shall terminate upon full payment by Vacaville of the Return Amount pursuant to the terms and conditions of this Agreement. However, Sections 4 through 7 of this Agreement shall survive the expiration or termination of this Agreement until any or all of such Sections are terminated or modified in writing by mutual agreement of the parties hereto.

13. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes any previous agreement or understanding.

14. The parties agree that this Agreement is subject to the approval and ratification of the exchange by the STA Executive Director.

15. This Agreement may be modified upon the approval of all parties to address any required changes as they may arise from time to time. Such modifications shall only be effective if they are in writing and signed by all parties.

CITY OF RIO VISTA CITY

By: Hector De La Rosa, City Manager

CITY OF VACAVILLE

By: Rod Moresco, Director of Public Works

Approved as to Form:

Kara Ueda, City Attorney

Approved as to Form:

Gerald L. Hobrecht, City Attorney

SOLANO TRANSPORTATION AUTHORITY

Daryl K. Halls, Executive Director

Approved as to Form:

Charles O. Lamoree, STA Legal Counsel