

AMENDMENT NO. 4 TO COOPERATIVE PROJECT AGREEMENT
Short-Term Regional Transportation Program (STRTP)
Project N-1 Urban, Veterans Blvd/SR99 Interchange and Grade Separation

This Amendment to STRTP Project N-1 Urban, Veterans Blvd/SR99 Interchange and Grade Separation Project is made and entered into on _____, by and between the Fresno County Transportation Authority ("Authority") and the City of Fresno ("Responsible Agency").

1. PARTIES. The Authority and the City of Fresno are collectively referred to herein as "the Parties".

2. RECITALS.

2.1 WHEREAS, the Parties entered into the Cooperative Project Agreement for Project N-1 Urban, Veterans Blvd/SR99 Interchange and Grade Separation, ("Agreement"), dated June 1st, 2009, for funding of a transportation improvement project ("**Project**") in Fresno County pursuant to the Measure "C" Strategic Implementation Plan ("**SIP**"), and the Fresno County Measure "C" Expenditure Plan ("**Expenditure Plan**"), which was approved by the voters of Fresno County in November, 2006; and,

WHEREAS, the Parties previously modified the terms of the original Agreement by approval and execution of Amendment No. 1 to the Agreement, dated December 7, 2011, Amendment No. 2 to the Agreement, dated October 10, 2012, and Amendment No. 3 to the Agreement, dated December 11, 2013, respectively (hereinafter referenced as "the Prior Amendments"), providing funding for specified components of Phase 1 ("Preliminary Engineering") and Phase 2 ("Right of Way Acquisition") of the Project; and

WHEREAS, Authority is authorized to approve and revise Project funding for payment to Responsible Agency in accordance with the Agreement, the SIP and the Expenditure Plan regarding the Project N-1 Urban, Veterans Blvd/SR99 Interchange and Grade Separation; and,

WHEREAS, Authority shall provide funding to Responsible Agency for eligible Project costs "not to exceed" the cumulative amount of **\$29,556,000** of Measure "C" funds (Original and Extension) and Regional Transportation Mitigation Fee ("RTMF") funds and that will remain unchanged by this Amendment.

2.2 The Parties now desire to amend the statements defining and delineating the Project Scope, Project Schedule and Project Funding Program, as set forth in the original Agreement, based on the following:

- Responsible Agency desires to reallocate approximately \$401,572 from Phase 2 to Phase 1 of the Project, while the balance of the funds set aside for the Veterans Blvd/SR99 Interchange and Grade Separation Project remains unchanged. Said Measure “C” Regional Transportation Program (“**Measure C**”) and RTMF (as applicable) funding will allow the Project to further proceed with Phase 1 and Phase 2 of Project N-1 Urban, Veterans Blvd/SR99 Interchange and Grade Separation Project, per the revised Exhibits as more thoroughly described in Section 3.1 of this Amendment.

3. TERMS.

- 3.1 Exhibit “A” (Project Scope), Exhibit “B” (Project Schedule) and Exhibit “C” (Project Funding Program), which hereinafter shall be referenced collectively as the “Original Exhibits” as set forth in Section 1.1 of the original Agreement, and which were fully incorporated therein by the provisions of Section 3.23 thereof and which previously were modified by the Prior Amendments thereto, shall be and are hereby replaced by: Exhibit “A4” (Project Scope), Exhibit “B4” (Project Schedule) and Exhibit “C4” (Project Funding Program), which are attached hereto and incorporated herein by this reference, commencing upon the Effective Date of this Amendment No. 4 to the Agreement.
- 3.2 All work performed by the Responsible Agency under the Agreement and any Amendment prior to the Effective Date of Amendment No. 4 shall be governed by and compensated pursuant to the applicable Exhibits, pursuant to the terms of the original Agreement as previously modified by the Prior Amendments thereto. All work performed commencing upon the Effective Date of this Amendment No. 4 shall be governed by and compensated pursuant to the attached Exhibits A4, B4 and C4, and the terms of the Agreement as modified by this Amendment No. 4.
- 3.3 Effective Date. The Effective Date of this Amendment No. 4 to the Agreement shall be 12:01 a.m. of the day following the date upon which it is signed by the Parties. In the event this Amendment No. 4 to the Agreement is signed by the Parties on different dates, the Effective Date shall be 12:01 a.m. of the day following that date upon which it is signed by the second of the Parties.
- 3.4 All other terms and conditions contained in the Cooperative Project Agreement are unaffected by this Amendment No. 4 and shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

FRESNO COUNTY TRANSPORTATION AUTHORITY

By _____
(Signature)

Name HARRY ARMSTRONG
(Typed)

Title CHAIRMAN

APPROVED AS TO LEGAL FORM:
KEVIN BRIGGS, INTERIM COUNTY
COUNSEL

By _____
(Signature)

Name MICHAEL E ROWE

Title Senior Deputy County Counsel

ATTEST
By _____
(Signature)

Name RON PETERSON
(Typed)

Title EXECUTIVE DIRECTOR

APPROVED AS TO ACCOUNTING
FORM:

By _____
(Signature)

Name VICKI CROW

Title Auditor-Controller/Treasurer-Tax Collector

CITY OF FRESNO

By _____
(Signature)

Name SCOTT L. MOZIER, PE

Title Public Works Director

APPROVED AS TO FORM:
City Attorney's Office
Douglas T. Sloan, City Attorney

BY: _____
Raj Singh Badhesha, Deputy City Attorney

ATTEST
By _____
(Signature)

Name YVONNE SPENCE, CMC

Title City Clerk