

AMENDMENT NO. 3 TO COOPERATIVE PROJECT AGREEMENT
Short-Term Regional Transportation Program (STRTP)
Project D5 Urban, Willow Ave. from Decatur to Shepherd Ave.

This Amendment to STRTP Project D5 Urban, Willow Ave. from Decatur to Shepherd Ave. is made and entered into the ___ day of _____, 2014 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 D5 Urban, Willow Ave. from Decatur Ave. to Shepherd Ave. ("Agreement"), dated May 25, 2011, for funding of a transportation improvement project ("**Project**") in Fresno County pursuant to the Measure "C" Short-Term Regional Transportation Program Handbook ("**Handbook**"), 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 October 10, 2012, and Amendment No. 2 to the Agreement, dated May 29, 2013, respectively (hereinafter referenced as "the Prior Amendments"); and

WHEREAS, Authority is authorized to approve and revise Project funding for payment to Responsible Agency in accordance with the Agreement, and the Expenditure Plan, as well as all applicable provisions of the Strategic Implementation Plan ("**SIP**"), regarding the Project D5 Urban, Willow Ave. from Decatur Ave. to Shepherd Ave.; and,

WHEREAS, Authority shall provide funding to Responsible Agency for eligible Project costs "not to exceed" **\$1,341,000** of Measure "C" funding 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, from Project Construction Phase to the Preliminary Engineering Phase, a portion of the approved Measure "C" Regional Transportation Program ("**Measure 'C'**") funding for the transportation improvement Project D5 Urban, Willow Ave. from Decatur Ave. to Shepherd Ave., per the revised Exhibits as more thoroughly described in Section 3.1 of

this First Amendment. This reallocation does not alter the total funding amount authorized by the original Agreement, as previously modified by the Prior Amendments thereto.

3. TERMS.

- 3.1 Exhibit "A" (Project Scope), Exhibit "B" (Project Schedule) and Exhibit "C" (Project Funding Program), which hereinafter shall be referenced collectively 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 were previously modified by the Prior Amendments thereto, shall be and are hereby replaced by: Exhibit "A3" (Project Scope), Exhibit "B3" (Project Schedule) and Exhibit "C3" (Project Funding Program), which are attached hereto and incorporated herein by this reference, commencing upon the Effective Date of this Amendment No. 3 to the Agreement.
- 3.2 All work performed by the Responsible Agency under the Agreement prior to the Effective Date of this Amendment No. 3 shall be governed by and compensated pursuant to the applicable Exhibits and 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. 3 shall be governed by and compensated pursuant to the Agreement as modified by this Amendment No. 3.
- 3.3 Effective Date. The Effective Date of this Amendment No.3 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. 3 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. 3 and shall remain in full force and effect.

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

FRESNO COUNTY TRANSPORTATION AUTHORITY

By _____ (Signature)	ATTEST By _____ (Signature)
Name <u>HARRY ARMSTRONG</u> (Typed)	Name <u>RON PETERSON</u> (Typed)
Title <u>Chair of the Authority</u>	Title <u>Executive Director</u>

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY
COUNSEL

By _____
(Signature)

Name MICHAEL E ROWE

Title Senior Deputy County Counsel

APPROVED AS TO ACCOUNTING
FORM:

By _____
(Signature)

Name VICKI CROW

Title Auditor-Controller/Treasurer-Tax Collector

CITY OF FRESNO

ATTEST

By _____ (Signature)	By _____ (Signature)
Name <u>SCOTT L. MOZIER</u>	Name _____
Title <u>PUBLIC WORKS DIRECTOR</u>	Title _____

APPROVED AS TO FORM
DOUGLAS SLOAN, City Attorney

BY: _____
Deputy