

AMENDMENT NO. 1
TO COOPERATIVE AGREEMENT BETWEEN
CITY OF SAN JOSE
AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR THE SILICON VALLEY RAPID TRANSIT PROJECT
CONTRACTOR PROCUREMENT

CONTRACT NO. G10121

The First Amendment to the Cooperative Agreement is entered into the 1st day of November, 2011, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter "CITY"), and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public agency organized as a special district under California law (hereinafter "VTA").

RECITALS

WHEREAS, on November 1, 2010 the CITY and VTA entered into an agreement entitled "Cooperative Agreement Between the City of San José and Santa Clara Valley Transportation Authority for the Silicon Valley Rapid Transit Project Contractor Procurement" ("COOPERATIVE AGREEMENT"); and

WHEREAS, the AGREEMENT provided for CITY to provide a Senior Engineer experienced in design-build contractor procurement to VTA, and set forth the necessary terms and conditions for sharing the related costs and allocating personnel; and

WHEREAS, the parties desire to amend the COOPERATIVE AGREEMENT to extend the term an additional two months to complete the design-build procurement, and to increase the amount of VTA's reimbursement to CITY for the additional services;

NOW, THEREFORE, the parties agree to amend the COOPERATIVE AGREEMENT as follows:

SECTION 1. Paragraph 4 of Section III of the COOPERATIVE AGREEMENT shall be amended to read as follows:

"Based on the CITY's estimate for salary and benefits, total reimbursable expenses to be paid by VTA to CITY under this COOPERATIVE AGREEMENT shall not exceed \$304,000.00, retroactive to November 1, 2010."

SECTION 2. Paragraph 7 of Section III of the COOPERATIVE AGREEMENT shall be amended to read as follows:

"VTA reserves the right to audit the expenses incurred by CITY in the performance of this COOPERATIVE AGREEMENT. CITY shall retain all records related to this COOPERATIVE AGREEMENT for three (3) years after December 31, 2011. During this period, CITY shall make these records available for inspection within a reasonable time after VTA request."

SECTION 3. Paragraph 16 of Section III of the COOPERATIVE AGREEMENT shall be amended to read as follows:

“This COOPERATIVE AGREEMENT shall be effective as of the date it is fully executed and shall remain in effect until December 31, 2011 or until earlier termination. Either party may terminate this COOPERATIVE AGREEMENT at any time, for any reason, upon giving thirty (30) days written notice to the other party. Within thirty (30) days after termination of this COOPERATIVE AGREEMENT, CITY shall submit a final invoice for expenses it has incurred as of the effective date of the termination. VTA shall pay such final invoice within 30 calendar days after receipt.”

SECTION 4. As hereby amended, the terms and conditions of the COOPERATIVE AGREEMENT shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF the day and year set forth below.

“CITY”
City of San Jose
a municipal corporation

“VTA”
Santa Clara Valley Transportation Authority
a public agency

By: _____
DENNIS D. HAWKINS, CMC
City Clerk

By: _____
Michael T. Burns
General Manager

APPROVED AS TO FORM:

By: _____
GLENN D. SCHWARZBACH
Sr. Deputy City Attorney

By: _____
General Counsel

Approved:

By: _____
Thomas B. Smith
Purchasing & Materials Manager