

**SECOND AMENDMENT TO
FUNDING AGREEMENT
BETWEEN THE CITY OF CUPERTINO AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR THE I-280/WOLFE ROAD INTERCHANGE IMPROVEMENTS PROJECT**

This FUNDING AGREEMENT AMENDMENT No. 2 ("**Second Amendment**") dated _____, 2018, for purposes of reference, is made and entered into by and between the CITY OF CUPERTINO, a municipal corporation of the State of California ("**CITY**"), and SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public agency organized as a special district under California law ("**VTA**"). Hereinafter, CITY and VTA may be individually referred to as "**Party**" or collectively referred to as "**Parties**". Except as otherwise modified by the First Amendment and this Second Amendment, the terms and conditions of the Funding Agreement dated January 25, 2016, shall remain in full force and effect.

I. RECITALS

A. On January 25, 2016, Parties entered into an agreement ("**FUNDING AGREEMENT**") setting their respective obligations in regard to the modifications to the I-280/Wolfe Road Interchange Improvements Project ("**PROJECT**").

B. CITY initially contributed an amount of one million two hundred thousand (\$1,200,000) dollars to the PROJECT under the terms of the FUNDING AGREEMENT for the development and completion of the Project Initial Document ("**PID**") phase.

C. The PROJECT's PID phase, including the conceptual alternative analysis activity, was completed on June 9, 2017.

D. On May 3, 2017, Parties entered into a FUNDING AGREEMENT AMENDMENT No. 1 ("**First Amendment**") for an additional five hundred thousand (\$500,000) of CITY's contribution, increasing the CITY's contribution from \$1,200,000 to \$1,700,000 to continue project development into the Project Approval/Environmental Document ("**PAED**") phase.

E. The Parties recognize the need for the continuation of project development of the PROJECT.

F. The Parties wish to amend the FUNDING AGREEMENT, as amended, to increase the CITY's contribution from \$1,700,000 to \$1,960,000 to continue project development for the PAED phase.

NOW, THEREFORE, the Parties agree to amend the FUNDING AGREEMENT as follows:

II. AMENDED AGREEMENT

1. SECTION II, PARAGRAPH 2 CITY's Financial Contribution for PROJECT, is hereby amended to increase CITY's Contribution by two hundred sixty thousand (\$260,000) dollars. The first sentence shall be restated as follows:

"CITY shall contribute to the PROJECT an amount not to exceed one million nine hundred and sixty thousand (\$1,960,000) dollars (hereinafter, "**CITY's Contribution**") towards the development and completion of the PID and the development of the PAED phase."

2. SECTION II, PARAGRAPH 14 Notice, is hereby amended update VTA's address for notices and shall be restated as follows:

"14. Notice. Any notice required to be given by either Party, or which either party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

To VTA: Santa Clara Valley Transportation Authority
Carolyn Gonot, Director of Engineering and Program Delivery
3331 North First Street, Bldg. A
San Jose, CA 95134-1906

To CITY: City of Cupertino
Timm Borden, Director of Public Works
Department of Public Works
10300 Torre Avenue, Cupertino, CA 95014

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the United States mail."

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

“CITY”

City of Cupertino
a municipal corporation

“VTA”

Santa Clara Valley Transportation Authority
a public agency

By: _____
David Brandt
City Manager

By: _____
Nuria Fernandez
General Manager

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Randolph Hom
City Attorney

By: _____
Megan Gritsch
Staff Attorney II