

**SECOND AMENDMENT TO COOPERATIVE AGREEMENT #7
BETWEEN
THE CITY OF SAN JOSE
AND
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR THE REIMBURSEMENT OF ENCROACHMENT PERMIT FEES AND
ADDITIONAL SERVICES COSTS RELATED TO THE CONSTRUCTION OF THE
SILICON VALLEY BERRYESSA EXTENSION PROJECT**

THIS SECOND AMENDMENT TO COOPERATIVE AGREEMENT #7 is made and entered into this ____ day of _____, 2017 by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (“CITY”), and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public agency organized as a special district under California law (“VTA”), collectively referred to herein as the “Parties”.

RECITALS

A. WHEREAS, on June 28, 2012, CITY and VTA entered into an agreement entitled “COOPERATIVE AGREEMENT #7 BETWEEN THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY AND THE CITY OF SAN JOSE FOR THE REIMBURSEMENT OF ENCROACHMENT PERMIT FEES AND ADDITIONAL SERVICES COSTS RELATED TO THE CONSTRUCTION OF THE SILICON VALLEY BERRYESSA EXTENSION PROJECT” (“AGREEMENT”); and

B. WHEREAS, on December 22, 2016, CITY and VTA entered into a First Amendment to the Agreement to extend the term to June 30, 2017 (“First Amendment”); and

C. WHEREAS, the Parties now desire to further amend the Agreement to extend the term to the anticipated completion date of CITY services for the Silicon Valley Berryessa Extension Project (“Project”);

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

SECTION 1. Section 6.5 of the AGREEMENT is amended to read as follows:

Term. "This Agreement shall be effective as of January 1, 2012 and shall remain in effect until June 30, 2018 or until earlier termination."

SECTION 2. Except as herein modified, all other provisions of the AGREEMENT, including any exhibits and subsequent amendments thereto, shall remain in full force and effect. All references to the Agreement in this Amendment shall refer to the Agreement as amended by the Amendment unless otherwise specifically set forth or otherwise indicated by context.

SECTION 3. In the event of any conflict between the provisions of this Amendment and the provisions of the AGREEMENT, the provisions of this Amendment shall prevail. Whether or not specifically amended by the Amendment, all of the terms and provisions of the AGREEMENT are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.

SECTION 4. Unless specifically defined herein, the capitalized terms used in this Amendment shall have the meanings defined in the AGREEMENT.

SECTION 5. In any provision of the AGREEMENT, as amended by this Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

SECTION 6. This Amendment shall be governed by, and interpreted in accordance with, the laws of the State of California.

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

“VTA”

APPROVED AS TO FORM:

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY, a
public agency

By: _____
ROBERT FABELA
General Counsel

By: _____
NURIA FERNANDEZ
General Manager

Date: _____

Date: _____

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal
corporation

By: _____
JON CALEGARI
Deputy City Attorney

By: _____
JULIE EDMONDS-MARES
Deputy City Manager

Date: _____

Date: _____