

**AMENDMENT NO. 3 TO COOPERATIVE AGREEMENT NO. C12219**

**FOR**

**INTERCHANGE CONSTRUCTION AT RANCHERO ROAD  
IN THE CITY OF HESPERIA**

**(CITY OF HESPERIA)**

THIS AMENDMENT No. 3 to Cooperative Agreement No. C12219 is made and entered into by and between the CITY OF HESPERIA (“CITY”) and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“AUTHORITY”). AUTHORITY and CITY are each a “Party” and collectively “Parties”.

**RECITALS**

- A. On or about April 3, 2012, AUTHORITY and CITY entered into Construction Cooperative Agreement C12219 (“Agreement”), for Construction and Construction Support Services necessary to manage and construct the I-15/Ranchero Road Interchange Project (“PROJECT”); and
- B. On January 29, 2013, AUTHORITY and CITY entered into Amendment No. 1 to Agreement which modified the roles and responsibilities of the Parties: 1) CITY to enter into an agreement with Southern California Edison for utility relocation with direction to prepare a separate amendment to Agreement C12219 if the cost exceeds the approved programmed cost, reimburse AUTHORITY for the cost of the sewer line in Mariposa and Caliente Roads, and pay for and cause to be installed the CITY’s potable and reclaimed waterline outside of the scope of the PROJECT; and 2) AUTHORITY and CITY to share the costs 42.5% and 57.5% respectively for the removal of the San Bernardino County Special District’s existing waterline; and
- C. On December 20, 2016 AUTHORITY and CITY entered into Amendment No. 2 to extend the termination date through June 30, 2017; and
- C. The Parties desire to further amend the Agreement to extend the termination date through December 31, 2017.

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

- 1. Section III, Paragraph 14 is deleted in its entirety and replaced with the following:
  - “14. This Agreement shall continue in full force and effect through December 31, 2017. In the event that the conditions in Section III, Paragraph 8 are not fulfilled as of December 31, 2017, then AUTHORITY shall withhold from CITY the disbursement of any current or future allocation(s) of Measure I Local Streets funds

and to apply such current or future allocation(s) as provided in Section III, Paragraph 9, the force and effect of which shall survive the termination date of December 31, 2017, or any other termination of this Agreement, until CITY'S obligation to AUTHORITY is satisfied."

2. The Recitals set forth above are incorporated herein by this reference.
3. Except as amended by this Amendment No. 3, all other provisions of the Agreement, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
4. This Amendment No. 3 is effective upon execution by CITY.

**IN WITNESS WHEREOF**, AUTHORITY and CITY have executed this Agreement below.

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF HESPERIA**

By: \_\_\_\_\_  
Raymond W. Wolfe, Ph.D.  
Executive Director

By: \_\_\_\_\_  
Paul Russ, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
AUTHORITY General Counsel

By: \_\_\_\_\_  
Eric Dunn  
CITY Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONCURRENCE:**

By: \_\_\_\_\_  
Jeffery Hill  
Procurement Manager

Date: \_\_\_\_\_