



**CITY OF MERCED
SECOND AMENDMENT TO
INTERDEPARTMENTAL COOPERATIVE AGREEMENT**

This is the Second Amendment to Interdepartmental Cooperative Agreement ("Second Amendment") between the City of Merced Economic Development Department and the City of Merced Development Services Department (collectively referred to as the "City Departments") is entered into this ____ day of _____, 2016.

WHEREAS, City is undertaking a project to manage the construction of various sidewalks for the improvement of ADA accessibility; and

WHEREAS, The City Departments entered into an Interdepartmental Cooperative Agreement dated August 18, 2014 ("Agreement"); and

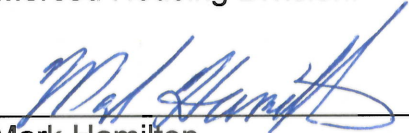
WHEREAS, The City Departments desire to amend said Agreement to extend the time of performance and increase the CDBG funds.

The City Departments agree as follows:

1. Section 3 of the Agreement, "Budget and Use of Funds," is hereby amended to read as follows:
 - "3. **Budget and Use of Funds.** The total amount to be paid by CDBG funds under this Agreement shall not exceed \$182,548.00. Payment will be made only for the cost of designing and constructing the above-described improvements and direct costs for advertising, printing, and other necessary costs to bid the project. Administrative time will not be eligible for reimbursement."
2. Except herein amended, the Agreement dated August 18, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF the City Departments have caused this Second Amendment to Interdepartmental Cooperative Agreement to be executed on the date first above written.

City of Merced Housing Division:

By: 
Mark Hamilton,
Housing Program Supervisor

Date: 1/21/2016

City of Merced Engineering Division:

By: _____
Ken Elwin, City Engineer

Date: _____

City of Merced Economic Development
Department:

By: Frank Quintero
Frank Quintero,
Director of Economic Development

Date: 1/13/2016

City of Development Services Department:

By: _____
David B. Gonzalves,
Director of Development Services

Date: _____

APPROVED AS TO FORM:

By: Kelly Fincher 12/10/15
City Attorney Date