

**AMENDMENT #3
TO COOPERATIVE AGREEMENT
BETWEEN
STATE OF VERMONT
AGENCY OF TRANSPORTATION
AND
THE CITY OF BURLINGTON
FOR ADVANCEMENT OF MUNICIPAL PROJECT
BURLINGTON MEGC M5000(1)
SOUTHERN CONNECTOR/CHAMPLAIN PARKWAY
EA/SUBJOB: MEGC – M5000(1)/108
Contract No. CA0035**

This AMENDMENT, made this _____ day of _____, 20____, by and between the State of Vermont, represented by its Agency of Transportation, with its principal office at the 1 National Life Drive, Montpelier, Vermont 05633-5001, hereinafter referred to as the STATE, and the City of Burlington, with its principal office at 149 Church Street, Burlington, Vermont 05401, hereinafter referred to as the MUNICIPALITY, is supplemental to the Agreement executed on October 21, 1998, Amendment #1 executed on May 3, 2004 and Amendment #2 executed on March 19, 2010 for the BURLINGTON MEGC M5000(1) project.

WITNESSETH:

WHEREAS, the STATE and MUNICIPALITY mutually agree that the October 21, 1998 Agreement, the May 3, 2004 Amendment #1, and the March 19, 2010 Amendment #2 should be modified;

NOW, THEREFORE, the October 21, 1998 Agreement, the May 3, 2004 Amendment #1 and the March 19, 2010 Amendment #2 are modified as follows:

1. Item #31 will be deleted in its entirety and replaced with the following:

31. Allocation of Funds by STATE. On the basis of the MUNICIPALITY's request for authorization to develop the Project, and subject to the availability of state and federal funds, the STATE agrees to allocate to the project a sum not to exceed \$202,500 in state funds and \$6,412,500 in federal-aid funds for engineering, permitting, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs as applicable, as long as EGC funding is available (and as described in Section 38.) The availability of funds to the MUNICIPALITY will be **\$187,500** in state funds and **\$5,937,500** in Federal funds. (If EGC funding is no longer available, participating percentages revert to 80% Federal, 10% STATE, and 10% Local.)

If this Agreement extends into more than one fiscal year of the STATE (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the STATE may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.

If this Agreement is funded in whole or in part by federal funds, in the event the federal funds supporting this Agreement become unavailable or are reduced, the STATE may cancel this Agreement immediately, and the STATE shall have no obligation to pay MUNICIPALITY from STATE revenues to make up for the loss of federal funds.

2. Item #38 will be deleted in its entirety and replaced with the following:

Project Costs and Phases / Maximum Limiting Amount. The parties agree that the MUNICIPALITY will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties; and that the STATE will pay the STATE and federal share of all properly documented (see Local Transportation Facilities Guidebook) invoices from the MUNICIPALITY for work incidental to the development of the Project up to the maximum limiting amount (MLA) STATE/federal amount indicated for that phase:

	MLA:			
	95% Federal*	3% State*	2% Local*	100% Total
Funds Available to MUNICIPALITY	\$5,937,500	\$187,500	\$125,000	\$6,250,000
Estimated State Management/Review Cost	475,000	15,000	10,000	500,000
Total Project Cost **	\$6,412,500	\$202,500	\$135,000	\$6,750,000

* Percentages and amounts are based upon the continuing availability of Economic Growth Center (EGC) Funding. If EGC funding is not available then the percentages and amounts revert to 80% Federal, 10% STATE, and 10% Local.

** The costs noted above do not reflect project expenditures that were covered under prior agreements or contracts.

IN WITNESS WHEREOF, the **City of Burlington** has caused this instrument to be subscribed this _____ day of _____, 20____, by _____, its Mayor and duly authorized agent.

City of Burlington

By: _____
Its Mayor and Duly Authorized Agent

**STATE OF VERMONT
Agency of Transportation**

[Deputy] Secretary of Transportation
Date: _____

APPROVED AS TO FORM:



Assistant Attorney General

Date: 4-17-12

AUTHORIZATION TO AMEND COOPERATIVE AGREEMENT FOR THE CHAMPLAIN PARKWAY PROJECT

In the year Two Thousand Twelve..... Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the Southern Connector/Champlain Parkway/ MEGC-M5000 (1)/108 has been listed in the City’s Municipal Plan and Transportation Plan as a project to be completed and provides public benefit through the reduction of commuter and truck traffic in neighborhoods along the southern section of Pine Street and provides continuous access to the Waterfront from the south; and

WHEREAS, a portion of the project has been constructed and is currently unusable because it lacks a northern terminus; and

WHEREAS, a considerable amount of time, effort and funds have been expended in determining the best and most feasible course of action; and

WHEREAS, the City of Burlington is responsible for developing and maintaining all public infrastructure and facilities necessary for the continued success and development of its downtown, including the waterfront; and

WHEREAS, the funding equation for the Champlain Parkway is 95% Federal, 3% State and 2% Local and the local share for this design and permitting phase of the project is budgeted for in the Annual Street and Sidewalk Capital Improvement Program; and

WHEREAS, the City Council authorized the Mayor to execute the Cooperative Agreement in 1998; and

34 WHEREAS, the City Council authorized the Mayor to execute Amendments to the
35 Cooperative Agreement in 2004 and 2010; and

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AUTHORIZATION TO AMEND COOPERATIVE
AGREEMENT FOR THE CHAMPLAIN PARKWAY
PROJECT

WHEREAS, the original spending limits of the Cooperative Agreement and Amendment #1 and #2 have been expended due to the complexity of the project; and

WHEREAS, on May 14, 2012, the Board of Finance unanimously approved and recommended that City Council authorize the amendment of the agreement with the Vermont Agency of Transportation for the Champlain Parkway project in the total project amount of \$6,750,000;

NOW, THEREFORE, BE IT RESOLVED that Mayor Miro Weinberger is authorized to execute an amendment to the Cooperative Agreement with Vermont Agency of Transportation for the Champlain Parkway as attached hereto, subject to prior review and approval by the City Attorney.

