

PROJECT SPECIFIC SUPPLEMENT AGREEMENT
(Pursuant to Master Dual Jurisdiction Cooperative Agreement)

This Project Specific Supplement Agreement (“PSS”) is made and entered into this ____ day of _____, 20__, by and between the City of Fresno, a municipal corporation (City), and the County of Fresno, a political subdivision of the State of California (County) (collectively, the Parties), pursuant to that certain Master Dual Jurisdiction Cooperative Agreement dated _____, 2019, (the “Master Agreement”).

RECITALS:

- A. City and County are parties to the Master Agreement, which is incorporated herein by this reference. All defined terms not otherwise defined herein, shall have the same meaning provided in the Master Dual Jurisdiction Cooperative Agreement.
- B. Pursuant to the Master Agreement, the Parties are to enter into a Project Specific Supplement Agreement for each individual discrete dual jurisdictional Project.
- C. [INSERT SPECIFIC LOCATION] (hereinafter the “Project Limits”) are located across City/County jurisdictional boundaries, with _____ percent (___%) within the jurisdiction of County and _____ percent (___%) within the jurisdiction of City as shown on “Exhibit A” hereto.
- D. City and County desire to complete the following improvements and work within the Project Limits, which collectively constitutes the Project: [INSERT MORE SPECIFIC DESCRIPTION OF WORK TO BE PERFORMED].

1 E. City and County now wish to establish the conditions specifically applicable to the
2 Project under which the Project will be completed.

3 NOW, THEREFORE, in consideration of the mutual acknowledgments, covenants,
4 and conditions herein contained, it is hereby agreed as follows:
5

6 1. **Recitals.** Each and all of the foregoing recitals of background facts are
7 incorporated herein by this reference as though set forth herein verbatim.
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9 2. **Master Agreement.** Unless otherwise noted herein, all applicable terms and
10 provisions contained in the Master Agreement shall apply to the Project.

11 3. **Lead Agency.** The Lead Agency for the Project shall be _____.
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13 4. **Participating Agency.** The Participating Agency for the Project shall be
14 _____.

15 5. **Engineer's Estimate.** A Preliminary Engineer's Estimate is attached hereto as
16 Exhibit B and is incorporated herein by this reference. Exhibit B may be revised
17 by the Parties at any time, by written approval of both respective Directors, to
18 reflect the estimated costs of modifications and refinements to the Project.
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20 6. **Jurisdictional Cost Share.** [The primary anticipated funding source for the
21 Project is _____.] Each Party shall
22 be responsible for the actual costs of its respective obligations, as initially identified
23 in the Preliminary Engineer's Estimate, and as revised pursuant to Section 5 above
24 once the actual construction costs have been finally determined. Generally,
25 unless otherwise provided either in the Master Agreement or herein, each Party
26 shall be responsible for costs in proportion to the percentage of the Project located
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1 within its jurisdiction as set forth in Recital C. The estimated cost for the City is
2 _____ and the estimated cost for County is _____.

3 7. **Special Terms.** The parties agree that the following special or specific terms shall
4 apply to the performance of the Project:
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6 _____
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11 8. **Assignment.** Neither Party shall assign, transfer, or sub-contract this Agreement,
12 nor any of its respective rights or duties hereunder without the written consent of
13 the other Party.
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15 9. **Waiver.** Waiver of any breach of this Agreement by any party hereto shall not
16 constitute a continuing waiver or a waiver of any breach of the same or another
17 provision of this Agreement.
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19 10. **Counterparts.** This Agreement may be executed in one or more counterparts,
20 each of which when executed will be deemed to constitute one and the same
21 instrument and agreement.
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23 11. **Severable.** The provisions of this Agreement are severable. The invalidity or
24 unenforceability of any one provision of this Agreement shall not affect the other
25 provisions.
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27 12. **Amendment.** This Agreement may be modified only by written instrument
28 executed by duly authorized representatives of both City and County.

1 13. **Entire Agreement.** Each party acknowledges that it has read and fully
2 understands the contents of this Agreement and represents that this entire
3 Agreement between City and County with respect to the subject matter contained
4 herein and that this Agreement supersedes all prior negotiations, representations,
5 or agreements, either written or oral.
6

7 [SIGNATURE PAGE TO FOLLOW]
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

1 the day and year first herein above written.

2 CITY OF FRESNO,
3 A California municipal corporation

COUNTY OF FRESNO

4 By: _____
5 Scott Mozier, Director
6 Department of Public Works

By: _____
Steven E. White, Director
Department of Public Works and
Planning

7 APPROVED AS TO FORM:
8 DOUGLAS T. SLOAN
9 City Attorney

10 By: _____
11 Raj Singh Badhesha
12 Senior Deputy City Attorney

APPROVED AS TO LEGAL FORM
DANIEL C. CEDERBORG
County Counsel

12 ATTEST:
13 YVONNE SPENCE, MMC CRM
14 City Clerk

By: _____

15 By: _____
16 Deputy

APPROVED AS TO ACCOUNTING
FORM
OSCAR J. GARCIA, CPA
Auditor-Controller/Treasurer-Tax
Collector

18 By: _____
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