

## **FIRST AMENDMENT TO AGREEMENT**

This First Amendment to Agreement (Amendment) is effective as of November \_\_\_\_, 2022, (the Effective Date) and amends the Agreement entered into by and between the City of Fresno, a California municipal corporation (City), and California State University, Fresno (Fresno State), the State of California acting in its higher education capacity, on behalf of its Fresno campus.

### **RECITALS**

- A. The City and Fresno State entered into an agreement dated December 2, 2021 (Agreement) to provide Fresno State students, faculty and staff unlimited free access for each fixed-route transit trip on a FAX bus when the students, faculty, or staff present the appropriate Fresno State identification card for compensation of \$0.90 per transit trip, not to exceed \$30 per month per rider and not to exceed \$125,000.00 annually.
- B. Pursuant to the terms of the Agreement, the first one-year extension was exercised, extending the Agreement to August 31, 2023.
- C. City and Consultant now desire to amend the Agreement to \$0.75 per transit trip, not to exceed \$22 per month per rider and not to exceed \$ 125,000.00 annually.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the Agreement be amended as follows:

- 1. Compensation. The parties acknowledge the compensation provided in the Agreement is hereby decreased to \$0.75 per transit trip, not to exceed \$22 per month per rider and not to exceed \$ 125,000.00 annually.
- 2. Except as expressly modified by this Amendment, the Agreement remains in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

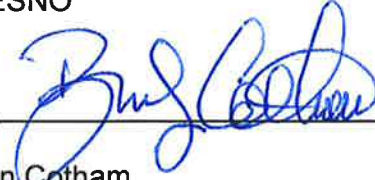
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

CITY OF FRESNO,  
a California municipal corporation

CALIFORNIA STATE UNIVERSITY,  
FRESNO

By: \_\_\_\_\_

By:  \_\_\_\_\_

Brian Cotham  
Title: Director of Procurement

APPROVED AS TO FORM:  
RINA M. GONZALES  
Interim City Attorney

By: Pauline Brickey      11/8/22  
Pauline Brickey      Date  
Deputy City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST:  
TODD STERMER, CMC  
City Clerk

Title: \_\_\_\_\_  
Chief Financial Officer, or  
Treasurer, or any Assistant  
Treasurer

By: \_\_\_\_\_  
Deputy