

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 29<sup>th</sup> day of December 2023, amends the Agreement entered into between the CITY OF FRESNO, a California municipal corporation (City), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional corporation, on behalf of its Merced campus (Consultant).

### **RECITALS**

WHEREAS, City and Consultant entered into an Agreement dated 28th of April, 2022, for CONSULTANT SERVICES (Agreement) which is effective in full force until December 31, 2023; and

WHEREAS, Consultant has completed a portion of the Agreement; and

WHEREAS, the Consultant Services agreement is set to expire December 31, 2023; and

WHEREAS, City and Consultant now desire to extend the agreement an additional 181 days, to June 30, 2024; and

WHEREAS, with entry into this Agreement, the Consultant agrees it has no claim, demand, or dispute against the City.

### **AGREEMENT**

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. The recitals to this Amendment are incorporated and made a part of the Agreement.
2. City shall extend the agreement by adding six months, allowing additional time to complete the project. The new end date to be June 30, 2024.
3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment is not modified from the original agreement.
4. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.
5. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated April 28th, 2022, remains in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a municipal corporation

By: DocuSigned by: Scott Mozier  
E3B64D7F7352485...  
SCOTT MOZIER,  
Director  
Public Works Department

University of California, Merced

By: DocuSigned by: Jue Sun  
F1DC694BB10349F...

Name: Jue Sun

Title: Executive Direction  
(If corporation or LLC, Board Chair, Pres. or Vice Pres.)

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: DocuSigned by: Tina Hour 12/29/2023  
6CA1388820964E3...  
Deputy

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

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

Title: \_\_\_\_\_  
(If corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: DocuSigned by: Christine C. Charitar .2/29/2023  
66086C14193B4F5...  
Christine C. Charitar Date  
Deputy City Attorney

REVIEWED BY:

DocuSigned by: Scott Tyler  
98FFBE149212438...  
Scott Tyler, PE  
Licensed Engineer Manager  
Public Works Department

Addresses:  
CITY:  
City of Fresno  
Attention: Jill Gormley, City Traffic  
Engineer  
2600 Fresno Street  
Fresno, CA 93721-2623  
Telephone No. (559) 621-8800

CONSULTANT:  
University of California, Merced  
Attention: Sandie Ha, Assistant  
Professor, Public Health  
5200 Lake Road  
Merced, CA 95343  
Phone: (209) 228-3615