

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Second Amendment) made and entered into as of this 23rd day of May 2024, 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 April 28, 2022, for professional research services (Agreement); and

WHEREAS, City and Consultant entered into a First Amendment dated December 29, 2023, to extend the agreement an additional 181 days, to June 30, 2024; and

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

WHEREAS, City and Consultant now desire to extend the Agreement an additional three months to September 30, 2024; and

WHEREAS, with entry into this Second Amendment to 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 Second Amendment are incorporated and made a part of the Agreement.
2. City shall extend the agreement by adding three months, allowing additional time to complete the project no later than September 30, 2024.
3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Second Amendment is not modified from the original agreement.
4. In the event of any conflict between the body of this Second Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Second 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 Second Amendment, shall be null and void.
5. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated April 28, 2022, and amended on December 29, 2023, remains in full force and effect.

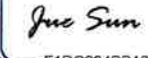
[Signatures follow on the next page.]

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

CITY OF FRESNO,
a California municipal corporation

By: 
Scott Mozier, PE
Director
Public Works Department

University of California, Merced,
a California Constitutional Corporation

By: 
F10C6949B10349F...
Name: Jue Sun

Title: Executive Director of Research Administrat
(If corporation or LLC, Board Chair, Pres.
or Vice Pres.)

ATTEST:
TODD STERMER, CMC
City Clerk

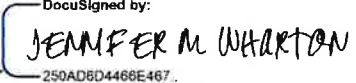
By:  6/3/24
Deputy Date

By: _____

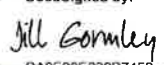
Name: _____

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  2024
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Jenniter M. Wharton Date
Deputy City Attorney

REVIEWED BY:


DABE90E839B7452...
Jill Gormley, TE
Assistant Director
Public Works Department

Addresses:

CITY:
City of Fresno
Attention: Andreina Aguilar,
Chief Engineering Technician
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8674

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