

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this 29th 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
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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
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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
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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