

## **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

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: JENNIFER M. WHARTON 2024  
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Jennifer M. Wharton Date  
Deputy City Attorney

Addresses:

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

University of California, Merced,  
a California Constitutional Corporation

DocuSigned by:  
Jue Sun  
F1DC694BB10349F...

By: \_\_\_\_\_  
Name: Jue Sun

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

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

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

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

REVIEWED BY:

DocuSigned by:  
Jill Gormley  
D48E90E839B7452...  
Jill Gormley, TE  
Assistant Director  
Public Works Department

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