

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Third Amendment) made and entered into as of this 26th day of September 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 on December 29, 2023 to extend the agreement an additional 181 days to June 30, 2024; and

WHEREAS, City and Consultant entered into a Second Amendment on May 23, 2024 to extend the agreement an additional three months to September 30, 2024; and

WHEREAS, City and Consultant now desire to extend the agreement an additional 92 days, to December 31, 2024, to ensure completion of services; and

WHEREAS, with entry into this Third 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 Third Amendment are incorporated and made a part of the Agreement.
2. City shall extend the agreement by adding 91 calendar days, allowing additional time to complete the project no later than December 31, 2024.
3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Third Amendment is not modified from the original agreement and subsequent amendments.
4. In the event of any conflict between the body of this Third Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Third 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 Third Amendment, shall be null and void.
5. Except as otherwise provided herein, the Agreement entered into by City and Consultant, dated April 28, 2022, amended on December 29, 2023 and May 23, 2024 remains in full force and effect.


[Signatures follow on the next page.]

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

CITY OF FRESNO,
A California municipal corporation

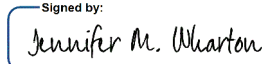
University of California, Merced, a
California Constitutional Corporation

By: _____
Scott Mozier, PE
Director
Public Works Department

By:  _____
Name: Jue Sun

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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


By:  _____ 9/19/2024
Jennifer M. Wharton Date
Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy Date

REVIEWED BY:
 _____
Jill Gormley, TE
Assistant Director
Public Works Department

Addresses:

CITY:
City of Fresno
Attention: Andreina Aguilar
Chief Engineering Technician
2600 Fresno Street
Fresno, CA 93721-2623
Phone: (559) 621-8674

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