

FIRST AMENDMENT TO AGREEMENT BETWEEN THE FRESNO COUNCIL OF GOVERNMENTS AND THE CITY OF FRESNO FOR OVERALL WORK PROGRAM PLANNING SERVICES

This First Amendment to the Agreement for Overall Work Program Planning Services is made and entered into this _____ day of _____, 2024 (Effective Date), by and between the City of Fresno, a California municipal corporation (Agency) and the Fresno Council of Governments, a joint powers Public Agency (FCOG), acting both as the federally designated Metropolitan Planning Organization of the urbanized County of Fresno in accordance with Title 23 of the United States Code (USC) Section 134 (23 USC §134) and Title 23 Code of Federal Regulations (CFR) Section 450.104 (23 CFR §450.104) and as the Regional Transportation Planning Agency (RTPA) recognized under California Government Code Section 29532, which establishes a general transportation planning and programming process codifying the responsibilities of FCOG and Agency. FCOG and Agency are each a “Party,” and collectively are the “Parties” to this First Amendment.

RECITALS

- A. The Parties entered into an Agreement for Overall Work Program Planning (Agreement) dated March 22, 2017, whereby FCOG has engaged the Agency to perform professional technical services and assistance as set forth in FCOG’s adopted Overall Work Program.
- B. The Agreement expires on December 31, 2024, and the Parties wish to extend the term for the City’s performance of the professional technical services provided pursuant to the Agreement.
- C. The Parties agree that an amendment to the Agreement is necessary to extend the term to allow the services to continue.

In consideration for their mutual promises, the parties hereto agree to amend the March 22, 2017, Agreement as follows:

AGREEMENT

- 1. Section 17 shall be deleted in its entirety and replaced with the following:

SECTION 17. TERM

This Agreement shall become effective as of the date of its execution by the Parties hereto and shall remain in full force and effect through December 31, 2031.

- 2. Upon the Effective Date, the Agreement and this First Amendment shall together constitute the Agreement.
- 3. Unless expressly modified by the terms of this First Amendment, all terms of the Agreement remain in full force and effect.

4. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this First Amendment, and that the individual signing this First Amendment on behalf of such Party has been duly authorized to execute this First Amendment on behalf of such Party, and will, by signing this First Amendment on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this First Amendment. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this First Amendment in order for such Party to authorize, enter into, and perform its obligations under this First Amendment, or that if such approval or consent to this First Amendment is required, that such approval or consent has been obtained.

The parties have executed this Agreement at Fresno, California, as of the Effective Date.

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Jennifer M. Quintanilla Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

FRESNO COUNCIL OF
GOVERNMENTS

By: _____
ROBERT PHIPPS
Executive Director

APPROVED AS TO LEGAL FORM
ON BEHALF OF THE FCOG:
DANIEL C. CEDERBORG, County
Counsel

By: _____
BRYAN D. ROME
Deputy County Counsel