

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE FRESNO COUNCIL OF  
GOVERNMENTS AND THE COUNTY OF FRESNO FOR OVERALL WORK  
PROGRAM PLANNING SERVICES  
(County Agreement No. 17-138)**

This First Amendment to Agreement Between the Fresno Council of Governments and the County of Fresno (“First Amendment”) amends that certain Agreement Between the Fresno Council of Governments and the County of Fresno (County Agreement No. 17-138) entered into April 25, 2017 (“Agreement”), by and between the COUNTY OF FRESNO, a political subdivision of the State of California (“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.

WHEREAS, the Agreement expires December 31, 2024;

WHEREAS, FCOG and AGENCY wish to extend services provided under the Agreement; and

WHEREAS, an amendment to the Agreement is necessary to extend services.

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NOW THEREFORE, in consideration for their mutual promises, the Parties hereto agree to amend the April 25, 2017 Agreement as follows:

1. **Section 17 TERM** 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<sup>st</sup> 2031.


2. This First Amendment shall become effective on December 31, 2024 (“Effective Date”).
3. Upon the Effective Date, the Agreement and this First Amendment shall together constitute the Agreement.
4. Unless expressly modified by the terms of this First Amendment, all terms of the Agreement remain in full force and effect.
5. 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.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of Effective Date.

FRESNO COUNCIL OF GOVERNMENTS,  
a joint powers public agency

By:   
ROBERT PHIPPS, Executive Director

COUNTY OF FRESNO, a political  
subdivision of the State of California

By:   
Nathan Magsig  
Chairman of the Board of Supervisors  
of the County of Fresno

APPROVED AS TO LEGAL FORM ON  
BEHALF OF THE FCOG:

By: *Bryan Rome* E-Signed by  
BRYAN D. ROME, Deputy County Counsel  
(Pursuant to Conflict Waiver) Nov. 19, 2024

ATTEST  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By: *Kelly Hancock* 12.17.24  
Deputy Date

FOR ACCOUNTING USE ONLY:  
Fund: 0010  
Subclass: 11000  
Org. No.: 4510  
Account: 4910