

Attachment 'A'

FRESNO COUNCIL OF GOVERNMENTS
AMENDMENT 1 TO GRANT FUNDING AGREEMENT
FOR CITY OF KERMAN UTILITY INFRASTRUCTURE MASTER PLAN

This Amendment to Grant Funding Agreement (hereinafter “Amendment 1”) amends that certain Grant Funding Agreement entered into on October 10, 2021 (hereinafter “Agreement”), by and between the FRESNO COUNCIL OF GOVERNMENTS, a joint powers Public Agency (hereinafter referred to as “FCOG”), and the CITY OF KERMAN, a municipal corporation and political subdivision of the State of California, County of Fresno, (hereafter referred to as “CITY OF KERMAN”) whereby CITY OF KERMAN agreed to develop a UTILITY INFRASTRUCTURE MASTER PLAN. FCOG and CITY OF KERMAN may be referred to herein collectively as the “Parties” and singularly as a “Party.”

Recitals

Whereas, the current Agreement terminates on 06/30/23 and

Whereas, the Parties wish to extend services into 2023-24; and

Whereas, an amendment to Agreement is necessary to provide for changes to extend services into 2023-24.

Amendment 1

NOW THEREFORE, in consideration for their mutual promises, the Parties hereto agree as follows:

1. The existing **Section XIII. EFFECTIVE DATE, TERM** shall be deleted in its entirety and replaced with the following:

XIII. Effective Date, TERM

This Agreement shall become effective as of the date of its execution by parties hereto and shall remain in full force and effect through June 30, 2024, unless sooner terminated or unless its term is extended. Upon mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.

2. This Amendment 1 shall become effective June 30, 2023 (hereinafter “Effective Date”).
3. Upon the Effective Date, the Agreement and this Amendment 1 shall together constitute the Agreement.
4. Unless expressly modified by the terms of this Amendment 1 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 Amendment 1, and that the individual signing this Amendment 1 on behalf of such Party has been duly authorized to execute this Amendment 1 on behalf of such Party, and will, by signing this Amendment 1 on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment 1. 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 Amendment 1 in order for such Party to authorize, enter into, and perform its obligations under this Amendment 1, or that if such approval or consent to this Amendment 1 is required, that such approval or consent has been obtained.

FRESNO COUNCIL OF GOVERNMENTS

By 
TONY BOREN, Executive Director

CITY OF KERMAN:

By _____
JOHN JANSONS, City Manager

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

E-Signed by
Bryan D. Rome
June 22, 2023
By 
BRYAN D. ROME, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF THE CITY OF KERMAN:
MONTROY LAW CORPORATION

By _____
HILDA CANTU MONTROY, City Attorney