

**AMENDMENT #1 TO AGREEMENT TO PROVIDE TAXI SCRIP SALES AND
APPLICATION PROCESSING SERVICES TO THE FRESNO COUNCIL OF
GOVERNMENTS**

This Amendment to Agreement (hereinafter "Amendment I") amends that certain Agreement To Provide Taxi Scrip Sales And Application Processing Services To The Fresno Council Of Governments ("Agreement"), entered into February 25, 2014, by and between the FRESNO COUNCIL OF GOVERNMENTS, a joint powers Public Agency (hereinafter referred to as "FCOG"), and the CITY OF REEDLEY, a municipal corporation and member agency of FCOG (hereafter referred to as "REEDLEY") whereby REEDLEY agreed to provide taxi scrip sales and applications processing services for the Taxi Scrip subprogram to satisfy the Fresno County Rural Transit Agency's Measure C secondary program requirements. FCOG and CONTRACTOR are each a "Party" to the Agreement, and collectively are the "Parties" to the Agreement.

WHEREAS, this Agreement expired June 30, 2018 and the Parties wish to retroactively reinstate and continue this Agreement through the duration of Measure C and make revisions.

NOW THEREFORE, in consideration for their mutual promises, the parties hereto agree to amend the February 25, 2014 Agreement as follows:

1. The existing sub-section C of section **I. FCOG'S OBLIGATIONS** shall be deleted in its entirety and replaced with the following:

C. FCOG shall deduct an administration fee equal to 5% of retail cash value of Taxi Scrip delivered. (Example: 5 books equal \$100.00 retail cash value @ 5% = \$5.00)

2. The existing sub-section B of section **II. REEDLEY'S OBLIGATIONS** shall be deleted in its entirety and replaced with the following:

B. REEDLEY shall reimburse FCOG for Taxi Scrip billed pursuant to this Agreement, less the 5% administration fee within 30 days of the record of sales.

3. The existing section **III. TERM OF THE AGREEMENT** shall be deleted in its entirety and replaced with the following:

The term of this Agreement shall run from July 1, 2013 through June 30, 2027.


4. The existing section **IV. TERMINATION** shall be deleted in its entirety and replaced with the following:

Either party may terminate this Agreement, in whole or in part, at any time upon thirty (30) days advance written notice to the other Party. In the event of termination by FCOG, FCOG shall reimburse REEDLEY for any outstanding

amounts owed to REEDLEY pursuant to Section I of this Agreement. In the event of termination by REEDLEY, REEDLEY shall reimburse FCOG for any outstanding amounts owed to FCOG pursuant to Section II of this Agreement. This section shall survive expiration or termination of this Agreement.

5. It is the intent of the parties this Amendment I shall become retroactively effective June 30, 2018 and all other provisions of the Agreement remain unchanged.
6. Unless expressly modified by the terms of this Amendment I, all other terms of the Agreement remain in full force and effect.
7. FCOG and REEDLEY each represent and warrant that the individual signing this Amendment I on their behalf is duly authorized to do so and that individual's signature on this Amendment I legally binds that party to the terms of this Amendment I.

FRESNO COUNCIL OF GOVERNMENTS

By 
TONY BOREN, Executive Director

REEDLEY

By _____
NICOLE R. ZIEBA, City Manager

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

E-Signed by
Bryan D. Rome
By *Bryan D. Rome* on April 20, 2021
BRYAN ROME, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF REEDLEY:

By _____
SCOTT CROSS, City Attorney