

**AMENDMENT NO. 1
TO
MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS AND THE CITY OF POMONA FOR
PARTICIPATION OF THE SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS
MODEL**

This Amendment No. 1 (“Amendment”) to the Memorandum of Agreement Between the San Gabriel Valley Council of Governments (the “SGVCOG”) and the City of Pomona (the “City”) For Participation of the San Gabriel Valley Regional VMT Analysis Model, dated April 6, 2020 (the “MOA”) shall be effective upon the date executed by both Parties hereto (“Effective Date”).

RECITALS

- A. SGVCOG and City entered into the MOA to develop the San Gabriel Valley Regional VMT Analysis Model; and
- B. SGVCOG and City hereby agree to amend the MOA pursuant to this Amendment to add a web-based Regional VMT Analysis Tool (“Analysis Tool”) to the scope of work, increase the compensation to paid to SGVCOG by \$2,750 and extend the term of the MOA to July 31, 2025.
- C. SGVCOG and City hereby agree to amend the Agreement under Amendment 01 to add a web-based Regional VMT Analysis Tool (“Analysis Tool”), which will include individual city data bases with VMT decision points as adopted by City, update on a quarterly basis the Los Angeles County Assessor Parcel data, and associated web-based mapping. Standard maintenance on all data and applications will be provided and data will be updated when new versions become available.

NOW THEREFORE, the Parties agree to amend the Agreement amended as follows:

- I. Article I. Term, shall be deleted in its entirety and replaced with the following:
“The term of this MOA shall commence upon execution of the MOA by the Parties and shall continue through July 31, 2025. Such term may be extended upon written agreement of both parties to this Agreement.”
- II. Article II. Responsibilities of the Parties, Section A. Subsections 1, 5, and 7 shall be deleted in their entirety and replaced with the following:
“1. Undertake procurement and management of consultant(s) to complete the Model and maintain the Analysis Tool. Execute contracts with the consultant for the development of the Model and maintenance of the Analysis Tool.

“5. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model and maintenance of the Analysis Tool.

“7. Submit two invoices to the City, in an amount that does not exceed \$14,979.00, as follows:

- The payment of the first invoice will be due within thirty (30) days upon the City’s receipt of the first invoice for \$12,229.00.
- The payment of the second invoice will be due by September 30, 2020 for an amount that does not exceed \$2,750.00.”

III. Article II. Responsibilities of the Parties, Section B. Subsections 1 and 3 shall be deleted in their entirety and replaced with the following:

“1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model and maintenance of the Analysis Tool, as necessary.

“3. Actively engage in the development of the Model and maintenance of the Analysis Tool including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.”

IV. Article IV. Section A, shall be deleted in its entirety and replaced with the following:

“A “Default” under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Model and maintenance of the Analysis Tool.”

V. Integration. This Amendment amends, as set forth herein, the MOA and except as specifically amended hereby the MOA shall remain in full force and effect. To the extent there is any conflict between this Amendment and the MOA, the terms and provisions of this Amendment shall control. This Amendment and the MOA, including any exhibits attached to the MOA, integrate all the terms and conditions of the Parties’ agreement and supersede all negotiations with respect hereto.

The Parties hereby enter into this Amendment No. 1 upon the Effective Date as is set forth above.

CITY OF POMONA

**SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS**

By: _____

James Makshanoff

City Manager

By: _____

Name: _____

Date: _____

Title: _____

ATTEST:

Date: _____

Rosalia Butler,
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

SGVCOG General Counsel