

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT (Amendment) made and entered into effective upon execution by both parties 31 of October 2024, amends the Consultant Services Agreement between the CITY OF FRESNO, a California municipal corporation (City), and De Novo Planning Group, a Company California corporation (Consultant), entered into on March 5, 2019, to obtain professional planning and environmental planning services for the West Area Neighborhoods Specific Plan (Project)

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement dated March 5, 2019, to provide professional Environmental Consulting services for the West Area Neighborhoods Specific Plan Environmental Impact Report and Infrastructure Financing Plan, (Project); and

WHEREAS, City and Consultant entered into First Amendment, dated January 9, 2021, to increase the scope of work by requiring additional services beyond those services referred in the Project; and

WHEREAS, City and Consultant entered into Second Amendment, dated December 9, 2021, to increase the scope of work by requiring additional services beyond those services referenced in the Project; and

WHEREAS, City and Consultant entered into Third Amendment, dated June 23, 2023, to increase the scope of work by requiring additional services beyond those services referred to in the Project, and increasing Consultant's total compensation for satisfactory performance of all services required or rendered pursuant to the Amendment to \$214,353.70 and to extend the contract to December 31, 2024; and

WHEREAS, the City and Consultant now desire to modify the Agreement to extend the term of Agreement period to June 30, 2025; and

WHEREAS, with entry into this Amendment, the Consultant agrees it has no claim, demand, or dispute against the City.

AGREEMENT

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this Amendment are incorporated and made a part of the Agreement.
2. The term of the Agreement shall be extended to June 30, 2025.
3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by the

City and the Consultant on March 5, 2019, and amended on January 9, 2021, December 9, 2021, and June 23, 2023, remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Christine Charitar 10/9/2024
Christine C. Charitar Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: Nadia Salinas
Project Manager
2600 Fresno Street, Rm. 3065
Fresno, CA 93721
Telephone No: (559) 621-8150
Email: Nadia.Salinas@fresno.gov

De Novo Planning Group
A California Corporation

By: Steve McMurtry
Steve McMurtry
Name: _____

Title: Principal, CFO
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: Ben Ritchie
Ben Ritchie
Name: _____

Title: Principal
(If corporation or LLC., CFO., Treasurer, Secretary or Assistant Secretary)

CONSULTANT:
De Novo Planning Group
Attention: Steve McMurtry
Principal
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
Telephone No: (916) 580-9818

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

**4th Amendment Consulting Agreement
WANSP**

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

DocuSigned by:
Steve McMurtry
9378972DD8C5494
 Signature
 10/9/2024
 Date
 Steve McMurtry
 (name)
 De Novo Planning Group, Inc.
 (company)

 (address)

 (city state zip)

☐ Additional page(s) attached.