

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into effective upon execution by both parties 29th of August 2024, amends the Consultant Services Agreement between the CITY OF FRESNO, a California municipal corporation (City), and Wallace, Roberts, and Todd (WRT), a Limited Liability Company California corporation (Consultant).

RECITALS

Whereas, the City and Consultant entered into an Agreement on April 28, 2022 (Agreement) for Consultant Services for a total fee not to exceed \$400,000 and for a term effective through December 30, 2024.

WHEREAS, City and Consultant entered into First Amendment, dated June 7, 2023 to increase the Agreement fee by \$170,590, for a total fee not to exceed \$570,590; and

WHEREAS, the City and Consultant now desire to extend the term of the Agreement to June 30, 2025, to complete the terms of the Agreement.

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

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid Agreement be amended as follows:

1. The term of the Agreement shall be extended to and including June 30, 2026.
2. No additional fee is contemplated with this Second Agreement.
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 April 28, 2022, and amended on June 7, 2023, remain in full force and effect.

[Signatures follow on the next page.]



IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

Wallace, Roberts, and Todd (WRT),
a Limited Liability Company California
corp

By: _____
Georgeanne A. White
City Manager

Signed by:
Peter Winch 8/8/2024
By: _____
94E7A7E3E844410...
Peter Winch

Name: _____
Principal

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

APPROVED AS TO FORM:
ANDREW JANZ

City Attorney
Signed by:
Kristi Costa 8/9/2024
By: _____
A1AA5ECA0B314E5...
Brandon M. Collet Date
Supervising Deputy City Attorney

By: _____

Name: _____

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____

Deputy

Addresses:
CITY:
City of Fresno
Attention: Nadia Salinas
Project Manger
2600 Fresno St, Room 3065
Fresno, CA 93721
Phone: (559) 621-8150
Email: Nadia.Salinas@fresno.gov

CONSULTANT:
WRT, LLC
Attention: Peter Winch, AICP
Principal
120 2nd Street, 3rd Floor
San Francisco, CA 94105
Phone: (415) 882-7853
Email: pwinch@wrtdesign.com

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

[Project Title]
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* If the answer to any question is yes, please explain in full below.

Explanation: _____
None

Additional page(s) attached.



Signed by: _____

Peter Winch

94E7A7E3E844410...
Signature

8/8/2024

Date

Peter winch

(name)

WRT

(company)

120 2nd Street, 3rd Fl.

(address)

San Francisco, CA 94105

(city state zip)



7/31/2024

RE: Authorized Signatory – Peter Winch on behalf of WRT

Dear Sir or Maddam,

This text is copied from the firm's Operating Agreement. Per 8.3.(iii) and 8.3.(iv), the Executive Committee has the authority to designate who is authorized to commit the firm, in contract or otherwise. Specific names of authorized signers are not listed in the Agreement. For WRT, all Partners have been authorized to commit the firm through contract.

8.3 Except as otherwise provided elsewhere in this Agreement, all other decisions affecting the conduct of the Firm's business and professional activities, policies and operations shall be managed, directed and determined by the Executive Committee. Except for the exercise (by the Managing Principal or his or her deligee) of the authority expressly given to the Managing Principal under this Agreement, no Member or other person may, orally or in writing, bind the Firm to any obligation unless previously and specifically authorized by the Executive Committee or unless within guidelines for such authority established in this Agreement or otherwise established from time to time by the Executive Committee. The Executive Committee may delegate all or any portion of its authority and responsibility from time to time to the Managing Principal and/or to one or more Committees or to any one or more offices or other positions established by the Executive Committee. Excepting the veto power of the Executive Committee as set forth in Section 8.2.5, above, it shall be the prerogative of the Managing Principal to appoint, remove and replace the specific persons to fill any such offices or other positions established by the Executive Committee from time to time.

Without limiting the generality of the foregoing, and in addition to all of the rights and powers provided by Pennsylvania law to members of limited liability companies, the Executive Committee shall have the following specific powers:

- (i) To supervise the employment of persons by the Firm and the terms of such employment (excepting the terms of employment of Members), and to set policies governing the employment of persons (excepting Members) by the Firm;*
- (ii) To determine the compensation and benefits for all employees of the Firm (excluding Members);*
- (iii) To establish and enforce guidelines concerning the projects to be undertaken by the Firm, and the contracts and commitments to be undertaken by the Firm for the provision of professional services;*
- (iv) To establish and enforce guidelines for contractual obligations of the Firm entered into by Members and other authorized employees of the Firm;*

Jeremiah Appleton, Director of Operations



7/31/2024

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- (iv) To establish and enforce guidelines for contractual obligations of the Firm entered into by Members and other authorized employees of the Firm;*

Jeremiah Appleton, Director of Operations