

## FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement (Amendment) is effective as of \_\_\_\_\_, (the Effective Date) and amends the Agreement entered into by and between the City of Fresno, a California municipal corporation (the City), and The Downtown Association of Fresno, a California corporation (Service Provider).

### RECITALS

- A. The City and Service Provider entered into an Agreement dated February 23, 2024 (the Agreement) to provide Employment Services for youth for compensation not to exceed \$282,769.
- B. The City and Service Provider amended the Agreement to revise the effective dates and compensation with the First Amendment (First Amendment) dated August 28, 2024.
- C. The City and Service Provider amended the Agreement to revise the effective dates, scope of work and compensation with the Second Amendment (Second Amendment) dated October 7, 2024.
- D. The City and Service Provider amended the Agreement to revise the effective dates with the Third Amendment (Third Amendment) dated June 24, 2025.
- E. The City and Service Provider now desire to amend the Agreement and First, Second and Third Amendment to revise the effective dates of the agreement and increase compensation by \$81,970.
- F. Whereby entry into this Amendment, the Service Provider 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 Agreement be amended as follows:

- 1. **Term of Agreement and Time of Performance.** The Term of Agreement and Time of Performance is hereby amended to continue in full force and effect until December 31, 2025, or until agreed upon compensation is depleted, whichever event occurs first.
- 2. **Compensation** Service Provider's sole compensation is hereby amended to not to exceed **\$785,000.00**, paid on the basis of the rates set forth in the schedule of fees and expenses contained in the attached Exhibit A
- 3. **Effect of Amendment.** In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.
- 4. Except as otherwise provided herein, the Agreement entered into by the City and Service Provider dated February 23, 2024, remains in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Signed by: \_\_\_\_\_  
B Christine Charvitar 10/9/2025  
66086C14193B4F5...  
Christine C. Charitar Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, MMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

The Downtown Association of Fresno,  
a California Corporation

Signed by: \_\_\_\_\_  
B Elliott Balch  
8E2119BCE575415...  
Name: Elliott Balch

Title: President & CEO  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

Signed by: \_\_\_\_\_  
B Derek Franks  
E16FC8D4BE654B3...  
Name: Derek Franks

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