

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT (Amendment) made and entered into as of \_\_\_\_\_, 2026 between the City of Fresno, a California municipal corporation, (City), and Bodewell Group LLC, a Delaware Limited Liability Company (Consultant).

### **RECITALS**

- A. On December 16, 2024, the City and the Consultant entered into a Consultant Services Agreement (Agreement) for the Consultant to provide professional consulting services for Stakeholder Engagement and Public Education Program Support (Project) for a total fee not to exceed \$1,338,000.00, paid on the basis of the rates set forth in the Agreement.
- B. Following execution of the Agreement, the City and the Consultant determined that additional funding was necessary to complete the scope of work over the three-year term of the agreement, as the original contract amount was for one year of work.
- C. The City and the Consultant desire to enter into a First Amendment to the Agreement to increase the compensation by \$1,156,632.00, for a total contract amount not to exceed \$2,494,632, for stakeholder engagement and public education services, and to update the Consultant's schedule of fees and expenses to reflect the Consultant's current rates.
- D. Additionally, the City and Consultant determined that the Agreement erroneously identified the Consultant as Southwest Strategies Group. At the time the Agreement was executed, the Consultant's name was Southwest Strategies, LLC. Since executing the Agreement, Consultant has changed its name to Bodewell Group LLC.
- E. With entry into this 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 conditioned, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

- 1. The above recitals are incorporated and made part of this Amendment.
- 2. Section 3(a) of the Agreement is amended in its entirety to read as follows:
  - “(a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed \$2,494,632, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A.**”

3. The schedule of fees and expenses contained in Exhibit A to the Agreement is replaced in its entirety with the attached Exhibit A-1.
4. In the event of any conflict between the body of this Amendment and the Agreement, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Agreement. Furthermore, any terms or conditions contained within the Agreement which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.
5. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on December 16, 2024, 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

Bodewell Group LLC,  
A Delaware Limited Liability Company

By: \_\_\_\_\_  
PAUL AMICO, PE  
Director of Public Utilities

Signed by:  
By: Chris Wahl  
4880D107FEC0432...  
Name: Chris Wahl

APPROVED AS TO FORM:  
ANDREW JANZ

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

City Attorney  
Signed by:  
By: Jennifer M. Quintanilla 5/6/2026  
71318AF32A24406...  
JENNIFER M. QUINTANILLA Date  
Senior Deputy City Attorney

Signed by:  
By: Malle Vaddi  
4F477D809CF34AF...  
Name: Malle Vaddi

ATTEST:  
AMY K. ALLER  
Interim City Clerk

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

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

ATTACHMENT:  
Exhibit A-1 – Updated Schedule of Fees and Expenses

Exhibit A-1  
 UPDATED SCHEDULE OF FEES AND EXPENSES

**Bodewell Group LLC | Rate Sheet for Fresno DPU (Year 2)**

BODEWELL GROUP LLC	RATES
PRESIDENT/CEO	\$250
SENIOR VICE PRESIDENT/VICE PRESIDENT	\$232
SENIOR DIRECTOR/DIRECTOR	\$206
SENIOR MANAGER	\$190
MANAGER	\$185
SENIOR ACCOUNT EXECUTIVE	\$180
ACCOUNT EXECUTIVE	\$170
ACCOUNT COORDINATOR	\$155
SENIOR DESIGN MANAGER/ART DIRECTOR	\$170
DESIGN MANAGER	\$155
DESIGNER	\$130