

## **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

De Novo Planning Group  
A California Corporation

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

DocuSigned by:  
By: Steve McMurtry  
8376372D06C5484...  
Name: Steve McMurtry

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

Signed by:  
By: Christine Charitar 10/9/2024  
06086C74193B4F5...  
Christine C. Charitar Date  
Deputy City Attorney

Signed by:  
By: Ben Ritchie  
1E8638A1C39D41F...  
Name: Ben Ritchie

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

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

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**

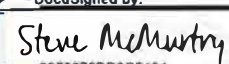
**DISCLOSURE OF CONFLICT OF INTEREST**

4th Amendment Consulting Agreement  
WANSP

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<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: \_\_\_\_\_  
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DocuSigned by:  
  
 \_\_\_\_\_  
 Signature  
 10/9/2024  
 \_\_\_\_\_  
 Date  
 Steve McMurtry  
 \_\_\_\_\_  
 (name)  
 De Novo Planning Group, Inc.  
 \_\_\_\_\_  
 (company)  
 \_\_\_\_\_  
 (address)  
 \_\_\_\_\_  
 (city state zip)

Additional page(s) attached.