

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT (Fourth Amendment) made and entered into effective upon execution by both parties _____ of April 2025, between the CITY OF FRESNO, a California municipal corporation (City), and LSA Associates, Incorporated, a California corporation (Consultant).

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement dated October 12, 2021, to provide professional environmental planning and fiscal analysis services for the Vehicle Miles Traveled (VMT) Mitigation Program, (Project); and

WHEREAS, City and Consultant entered into a First Amendment, dated December 28, 2022, to extend the contract to June 30, 2023, at no additional cost; and

WHEREAS, City and Consultant entered into a Second Amendment, dated June 21, 2023, to increase the scope of work by requiring additional services beyond those services referenced in the Project, increasing compensation by \$151,595 for a total contract price of \$450,255.11; and

WHEREAS, the City and Consultant entered into a Third Amendment to extend the term of Agreement period to June 30, 2025, at no additional cost; and

WHEREAS, the City and Consultant now desire to enter into this Fourth Amendment to extend the term of Agreement period to September 30, 2025, at no additional cost; and

WHEREAS, with entry into this Fourth 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 Fourth Amendment are incorporated and made a part of the Agreement.
2. City shall extend the agreement to September 30, 2025, allowing additional time to complete the project.
3. Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Fourth Amendment is not modified from the original agreement and subsequent amendments.
4. In the event of any conflict between the body of this Fourth Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Fourth 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 Fourth Amendment, shall be null and void.
5. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on October 12, 2021, and amended on December 28, 2022, June 21, 2023, November 21, 2024, remains in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgenne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ

City: _____
Signed by: _____
By: _____
Jennifer M. Wharton Date
Deputy City Attorney

ATTEST:
TODD STERMER, MMC
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

LSA Associates,
Incorporated, a California corporation

DocuSigned by:
By: _____
Tony Petros 4/17/2025
8704813CCB4F47F...
Tony Petros

Name: _____

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

By: _____

Name: _____

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

CONSULTANT:

LSA Associates, Inc
Attention: Tony Petros
CEO
3210 El Camino Real, Suite 100
Irvine, CA 92602
Phone: (949) 553-0666
Email: Tony.Petros@lsa.net