

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this ____ day of _____, 2017, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation ("CITY"), and PLACEWORKS, INC., a California corporation ("CONSULTANT"). CITY and CONSULTANT are collectively referred to as the "Parties."

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated March 2, 2015, for planning services for the South West Fresno Specific Plan and Environmental Impact Report ("Agreement"); and

WHEREAS, the Agreement was amended on November 12, 2015 (the "First Amendment"), to modify the scope of work contained in the Agreement; and

WHEREAS, the Agreement was amended on June 9, 2016 (the "Second Amendment"), to further modify the scope of work contained in the Agreement; and

WHEREAS, the Agreement was amended on August 25, 2016 (the "Third Amendment"), to further modify the scope of work contained in the Agreement; and

WHEREAS, CITY and CONSULTANT desire to extend the term of the Agreement.

AGREEMENT

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

1. Term of Agreement and Time for Performance. The term of the Agreement shall be extended from February 28, 2017, to December 31, 2017, subject to any earlier termination in accordance with original Agreement. The services of CONSULTANT will remain as defined in the originally agreed upon scope of work and as subsequently amended.

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 CITY and CONSULTANT, dated March 2, 2015, remains in full force and effect.

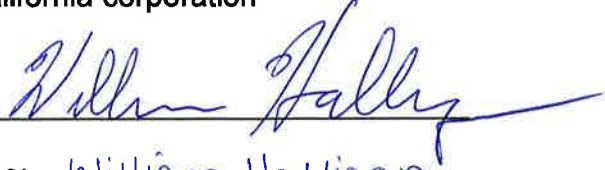
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IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno, California, the day and year first above written.


CITY OF FRESNO,
a municipal corporation

PLACEWORKS, INC.,
a California corporation

By: 
Jennifer Clark, Director
Development and Resource
Management Department

By: 
Name: William Halligan
Title: Vice President
(If corporation or LLC, Board
Chair, Pres. or Vice Pres.)

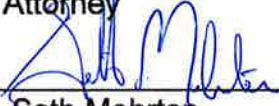
ATTEST:
YVONNE SPENCE, CMC
City Clerk


By: 
Name: Keith McCann
Title: CFO
(If corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

REVIEWED BY:

By:  2/1/17
Seth Mehrten Date
Deputy City Attorney

By: 
Sophia Pagoulatos
DARM Dept., Planning
Manager

Addresses:
CITY:
City of Fresno
Attention: Sophia Pagoulatos,
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8062
FAX: (559) 498-1012

CONSULTANT:
Placeworks, Inc.
Attention: Bruce Brubaker
Associate Principal
1625 Shattuck Avenue, Suite 300
Berkeley, CA 94709
Phone: (510) 848-3815
FAX: N/A