

## FIFTH AMENDMENT TO AGREEMENT

This Fifth 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 amended the Agreement and First, Second and Third Amendment with the Fourth Amendment (Fourth Amendment) dated October 22, 2025, to revise the effective dates of the agreement and increase compensation by \$81,970.
- F. The City and Service Provider now desire to amend the Agreement and First, Second, Third and Fourth Amendment with the Fifth Amendment to revise the effective dates of the agreement and increase compensation by \$55,000.
- G. 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 February 28, 2026, or until agreed upon compensation is depleted, whichever event occurs first.
- 2. **Compensation** Service Provider's sole compensation is hereby amended to increase by \$55,000, for a total contract value not to exceed **\$840,000.00**, 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.

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:  
By: Christine Charitar 12/30/2025  
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Christine C. Charitar  
Deputy City Attorney

ATTEST:  
AMY K. ALLER  
Interim City Clerk

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

The Downtown Association of Fresno,  
a California Corporation

Signed by:  
By: Elliott Balch  
8E2119BCE575415...  
Name: Elliott Balch

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

Signed by:  
By: Derek Franks  
E16FC8D4BE654B3...  
Name: Derek Franks

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

One Fresno Youth Jobs Corps Program

Budget Narrative (Extension)

Cost Category: Personnel				
Type/Title & Number to Hire	Description	Time Period	Cost Breakdown	Cost
Youth Corps Fellow	Ambassador focused on a mix of beautification (through clean and green efforts, removing trash, graffiti, from public space and objects) and hospitality (through welcoming, wayfinding, information gathering / distribution and advocacy on behalf of property and business owners). All-hands support at special events with a mix of beautification, hospitality, and event management duties. Proactively looking for above and beyond opportunities to engage with public developing high level customer service qualities. Reporting with FresGO as needed. Keeping accurate records of tasks completed.	January 1-February 28,2026 (= 8.4 weeks)	15 Fellows x \$18/ Hourly x 20 hr/week x (Total Wage X 10.68% Taxes/Workers Comp)	\$50,000.00
Personnel Total:				\$50,000.00

Cost Category: Supplies or Other Costs				
Type	Description	Time Period	Cost Breakdown	Cost
				\$0.00
Supplies Total:				\$0.00

Cost Category: Administration (No more than 10% of total award)				
Type/Title	Description	Time Period	Cost Breakdown	Cost
Ambassador Supervisor	DFP's Operations Manager oversees this program along with our full-time Ambassador crew leads	January 1-February 28,2026 (= 8.4 weeks)		\$5,000.00
Administration Total:				\$5,000.00

\*add additional lines if needed, please ensure calculation are correct

Total Grant Amount:\$55,000.00

	service dates	compensation increase
Original Agreement	2/23/2024-8/23/2024	\$282,769.00
First Amendment	2/23/2024-10/31/2024	\$0.00
Second Amendment	2/23/2024-6/30/2025	\$420,261.00
Third Amendment	2/23/2024-10/31/2025	\$0.00
Fourth Amendment	2/23/2024-12/31/2025	\$81,970.00
Fifth Amendment	01/01/2026-02/28/2026	\$55,000.00
TOTAL		\$840,000.00