

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of October 30, 2025, amends the Consultant Services Agreement between the CITY OF FRESNO, a California municipal corporation (City), and DUDEK, a California corporation (Consultant), entered into on July 3, 2023, to provide professional outreach, vulnerability assessments for both climate adaptation and environmental justice, a capability assessment for the Climate Adaptation and Environmental Justice Plan consulting services, (Project).

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement dated July, 3, 2023, to provide professional outreach, vulnerability assessments for both climate adaptation and environmental justice, a capability assessment, which analyzes the City's existing policies and organizational structure in order to ensure efficient implementation, climate adaptation and environmental justice plan reports, and a climate action assessment of the City's 2021 Climate Action Plan. Services for Climate Adaptation and Environmental Justice Plan consulting services, (Project); and

WHEREAS, the City and Consultant entered into a First Amendment, dated February 20, 2025, to extend the term of the Agreement to December 31, 2025, Project; and

WHEREAS, the City and Consultant now desire to modify the Agreement to extend the term of Agreement period to December 31, 2026; and

WHEREAS, with entry into this Amendment, the Consultant affirms 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 December 31, 2026.
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 July 3, 2023, and amended on February 20, 2025, 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

By: _____
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: *Daniel Casas* 10/9/2025
8CA222CC4A66409... Date
Daniel E. Casas
Senior 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

Dudek
A California Corporation

Signed by:
By: *Joseph Monaco* 10/8/2025
3E06F7F1B32846D...
Name: Joesph Monaco

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

Signed by:
By: *Helder Guimaraes* 10/9/2025
137F17F241F8439...
Name: Helder Guimaraes

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

CONSULTANT:
Dudek
Attention: Rose Newberry
Project Manager
605 NE 21st Avenue, Suite 200
Portland, OR 97232
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Email: rnewberry@dudek.com