

### THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of \_\_\_\_\_, 2026, (Effective Date) amends the Agreement entered into between the City of Fresno, a California municipal corporation (City), and Pavletic Consulting LLC, a Texas Domestic Limited Liability Company, (Consultant).

#### RECITALS

WHEREAS, the City and Consultant, previously Municipal Financial Services, entered into an agreement on February 1, 2022, (Agreement) to provide consulting services for professional utility rate plan consulting services for Five-Year Rate Plan – Water and Wastewater (Project); and

WHEREAS, the City and Consultant entered into the First Amendment to Agreement on December 16, 2024, to extend the term of the Agreement to June 30, 2025, to allow the Consultant to complete the scope of work; and

WHEREAS, the City and Consultant entered into the Second Amendment to Agreement on May 14, 2025, to extend the term of the Agreement to June 30, 2027, and to increase the compensation by \$75,000 to complete the scope of work for a total contract amount of \$219,000; and

WHEREAS, the City and Consultant desire to increase the compensation by \$75,000 to complete the scope of work, for a total contract amount of \$294,000; and

WHEREAS, with entry into this Agreement, 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. Section 3(a) of the Agreement is amended in its entirety to read as follows:  
“(a) The Consultant’s compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not exceed Two Hundred Ninety-Four Thousand dollars (\$294,000), paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A** and **Exhibit A1**.”
3. Except as otherwise provided herein, the Agreement entered into by the City and the Consultant on February 1, 2022, remains in full force and effect.

[Signatures follow on the next page.]

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

PAVLETIC CONSULTING, LLC, a Texas  
Domestic Limited Liability Company

By: \_\_\_\_\_  
PAUL AMICO, PE  
Director of Public Utilities

Signed by:  
*Tommy Pavletic*  
DB2D100885B84F9...  
By: \_\_\_\_\_  
Name: Thomas Pavletic

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

Signed by:  
*Jennifer Quintanilla* 2/23/2026  
71318AF32A24A06...  
By: \_\_\_\_\_  
Jennifer M. Quintanilla Date  
Senior Deputy City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:  
AMY K. ALLER  
Interim City Clerk

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

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

Addresses:  
CITY:  
City of Fresno  
Attention: Jillian Gaytan  
Business Manager  
747 R Street  
Fresno, CA 93721  
Phone: (559) 621-8618  
E-mail: Jillian.Gaytan@fresno.gov

CONSULTANT:  
Pavletic Consulting LLC  
Attention: Tom Pavletic,  
Owner  
2014 Mann Parkway  
Celina, TX 75009  
Phone: (510) 439-6264  
E-mail: pavletic262@outlook.com

Attachments:  
Exhibit A-1

# EXHIBIT A-1

## Pavletic Consulting LLC

2014 MANN PKWY ▪ CELINA, TX 75009 ▪ 510 439 6264

January 2, 2026

Mr. Paul Amico, PE  
 Director of Public Utilities  
 City of Fresno  
 2600 Fresno Street  
 Fresno, CA 93721

**Subject:** Request for Additional Compensation for Performing Consulting Services for the Water and Wastewater Five-Year Rate Plans

Dear Mr. Amico:

At the City’s request, Pavletic Consulting LLC is submitting an updated budget for completing Water and Wastewater Five-Year Rate Plans as described in the February 1, 2022, Agreement for performing consulting services for the Water and Wastewater Five-Year Rate Plans, as amended by the 1<sup>st</sup> Amendment to Agreement and the 2<sup>nd</sup> Amendment to Agreement.

The purpose of this amendment is to add compensation for additional work requested by the City to perform consulting services for the Water and Wastewater Five-Year Rate Plans.

Compensation for additional work required by the City to perform consulting services is estimated as shown in the tables below. For this amendment, the water component totals \$32,960.00. The wastewater component totals \$42,040.00. Both amounts are for the same hours added in the 2<sup>nd</sup> Amendment at the same hourly rate of \$160 per hour.

Water Tasks							
Budget	1	2	3	4	5	6	Total
Original	56.00	78.00	124.00	96.00	82.00	39.00	475.00
2nd Amendment	0.00	8.00	56.00	66.00	30.00	46.00	206.00
3rd Amendment	17.00	23.00	70.00	0.00	56.00	40.00	206.00
Adjusted	73.00	109.00	250.00	162.00	168.00	125.00	887.00
Wastewater Tasks							
Budget	1	2	3	4	5	6	Total
Original	36.00	72.00	116.00	80.00	82.00	39.00	425.00
2nd Amendment	0.00	20.00	75.75	91.00	30.00	46.00	262.75
3rd Amendment	17.50	65.00	64.25	20.00	56.00	40.00	262.75
Adjusted	53.50	157.00	256.00	191.00	168.00	125.00	950.50

*Legend*

<i>Task 1—Evaluate Cost Allocation Methods and Rate Structures</i>	<i>Task 4—Allocate Costs and Develop Rate Alternatives</i>
<i>Task 2—Develop Customer Use Characteristics</i>	<i>Task 5—Prepare Preliminary, Draft and Final Reports</i>
<i>Task 3—Develop Financial Plan and Revenue Requirements</i>	<i>Task 6—Prepare Presentations and Attend Meetings</i>

Budget	Water			Wastewater			Total		
	Hours	Hourly Rate	Budget	Hours	Hourly Rate	Budget	Hours	Hourly Rate	Budget
Original	475.00	\$160.00	\$76,000.00	425.00	\$160.00	\$68,000.00	900.00	\$160.00	\$144,000.00
2nd Amendment	206.00	\$160.00	\$32,960.00	262.75	\$160.00	\$42,040.00	468.75	\$160.00	\$75,000.00
3rd Amendment	206.00	\$160.00	\$32,960.00	262.75	\$160.00	\$42,040.00	468.75	\$160.00	\$75,000.00
Total	887.00	\$160.00	\$141,920.00	950.50	\$160.00	\$152,080.00	1,837.50	\$160.00	\$294,000.00

If you have any questions, please call me at (510) 439-6264 (cell phone).

Very truly yours,



Tommy Pavletic  
 Pavletic Consulting LLC, Owner